



2023-2024 Employee Handbook

**Adopted by the Board of Directors - July 2023
Version 2023-24-1**

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IMPORTANT NOTICES REGARDING EMPLOYMENT

Disclaimer of Employment Contract

Employment with Heritage Academy is on an “**at-will**” basis. Employment “at will” means that employment with Heritage Academy is voluntarily entered into, and the employee is free to resign at will, at any time, with or without notice or cause. Similarly, Heritage Academy may terminate the employment relationship at will, at any time, with or without notice or cause.

This handbook is not an employment contract and shall not be construed to guarantee employment for any specific duration. Nothing contained in this handbook, or any written or oral statement contradicting, modifying, interpreting, explaining, or clarifying any provision of this handbook is intended to create or shall create an employment contract or agreement. Only the Chief Executive Officer has the authority to make an agreement contrary to this policy, and any such agreement must be in writing and signed by the Chief Executive Officer.

Heritage Academy has prepared this handbook to summarize many of Heritage Academy’s policies, procedures, and benefits. No handbook can anticipate every circumstance or question about policy, and this handbook does not, and cannot, include procedures and policies which address every situation that may arise during employment. Heritage Academy reserves the right to revise, add to, or delete any policies or portion of this handbook at any time, as it deems appropriate, at its sole and absolute discretion, with or without prior notice to employees. This handbook replaces any prior written and oral communications about the subjects contained in it.

This handbook, which is adopted annually by the Board of Directors, is designed to be in accordance with board policy. If there is a conflict between board policy and any provision of this handbook, the provision that was most recently adopted by the Board of Directors will be followed.

Equal Employment Opportunity/Non-Discrimination Statement

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

Employees can raise concerns and make reports without fear of reprisal. Employees with questions or concerns relating to equal employment opportunity, including discrimination and disability accommodations, are encouraged to bring these issues to the attention of a Heritage Academy administrator, or the Title VII/Title IX, ADA, or ADEA Coordinator.

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

Heritage Academy has designated the following person as the Title IX Coordinator, who is responsible for receiving and overseeing investigations of alleged discrimination on the basis of sex, including sexual harassment: Derrick Armstead, Vice President of Operations, darmstead@heritageacademy.net or district office at 210-659-0329.

Heritage Academy has designated the following person as the ADA Coordinator, who is responsible for receiving and investigating complaints of alleged discrimination or harassment on the basis of disability: Derrick Armstead, Vice President of Operations, darmstead@heritageacademy.net or district office at 210-659-0329.

Heritage Academy has designated the following person as the Title VII/ADEA Coordinator, who is responsible for receiving and investigating complaints of alleged discrimination or harassment on the basis of age: Derrick Armstead, Vice President of Operations, darmstead@heritageacademy.net or district office at 210-659-0329.

All other complaints regarding equal employment opportunity may be directed to: Sandi Garcia at sgarcia@heritageacademy.net or the district office 210-659-0329.

Nondiscrimination Based on Religion

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

Nondiscrimination Based on Military Service

Heritage Academy will enforce protections afforded by the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"). Heritage Academy will not take adverse employment action or discriminate against any person who takes action to enforce protections afforded by the USERRA. Heritage Academy will not deny initial employment, reemployment, retention in employment, promotion, or deny any benefits of employment on the basis of membership in a uniformed service, performance in a uniformed service, application for uniformed service, or obligation to a uniformed service.

Americans with Disabilities Act (ADA)

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

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

Reasonable accommodation is available to all qualifying disabled employees, where their disability affects the performance of job functions, in accordance with the ADA. Employees are encouraged to disclose their need for a reasonable accommodation to HR within one week of accepting an offer of employment and/or as the need for accommodation arises.

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

Nondiscrimination Based on Genetic Information (GINA)

Heritage Academy will not deny initial employment, reemployment, retention in employment, promotion, or any benefits of employment on the basis of genetic information. Heritage Academy complies with all requirements outlined in GINA.

Federal and State Worksite Postings

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

HIRING PROCESS AND EMPLOYEE RECORDS

Employment Applications

Heritage Academy relies upon the accuracy of the information contained in the employment application, as well as the accuracy of other information presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

Verification of Employment Eligibility

Prior to the start of employment, Heritage Academy shall confirm the employment eligibility of all new hires by examination of documents establishing identity and employment authorization and completion of the Employment Eligibility Verification I-9 required by the Department of Homeland Security. Documentation establishing identity and employment eligibility must be provided **no later than the third business day of the new hire's first day of work**. Former employees who are rehired must also complete the form if they have not completed an I-9 with Heritage Academy 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 Resources at sgarcia@heritageacademy.net. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

Employment Categories

It is the intent of Heritage Academy to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the at-will employment relationship at any time is retained by both the employee and Heritage Academy. An employee's "exempt" or non-exempt" classification may be changed only by written notification from Heritage Academy, and in accordance with applicable law.

All Heritage Academy employment positions are classified as "exempt" or "non-exempt" under federal and state wage and hour laws. Exempt simply means that the position the employee fills is exempt from the overtime pay provisions of the Fair Labor Standards Act ("FLSA") and is not entitled to overtime compensation. Exempt employees are paid on a salaried basis, and their salary is not reduced for absences of less than one half day. Exempt employees are excluded from specific provisions of federal and state wage and hour laws.

Non-exempt positions require Heritage Academy to pay the employee overtime (time and one half) for all hours worked in excess of 40 during a workweek. Vacation and/or sick time do not count as hours worked. All employees in positions that are classified as non-exempt will be required to maintain a timesheet indicating hours worked. Depending on Heritage Academy's work needs, non-exempt position employees may be requested to work overtime. Overtime

work must always be approved in writing by the Supervisor before it is performed. Under no circumstances should an employee work “off the clock” or outside of the employee’s approved work schedule. An employee who works overtime without prior written approval may be subject to disciplinary action, up to and including termination.

Full-Time

Full-time employees are those who are not in a temporary status and who are regularly scheduled to work 32 or more hours per week. Generally, they are eligible for the Heritage Academy benefit package, subject to the terms, conditions, and limitations of each benefit program.

Part-Time

Part-time employees are those who are not assigned to a temporary status and who are regularly scheduled to work less than 32 hours per week. Part-time employees receive all legally mandated benefits (such as Social Security or Teacher’s Retirement and workers’ compensation insurance).

Part-time employees who work a minimum of 30 hours a week every week are eligible for health, life, and dental insurance, subject to the terms, conditions, and limitations of each benefit program. They also may participate in optional insurance plans and the 125 Cafeteria Premium Only Plan. Part-time employees are required to pay full insurance premiums each month regardless of how much they receive in their paycheck.

Temporary

Temporary employees are those who are hired on a temporary basis to supplement the work force or to assist in the completion of a specific project. Employment assignments in this category are of a limited, intermittent, and/or unpredictable duration. Employment beyond any initially stated period does imply a change in employment status. Temporary employees retain that status unless notified of a change.

While temporary employees receive all legally mandated benefits (such as Social Security or Teacher’s Retirement and workers’ compensation insurance), they are ineligible for all of the other Heritage Academy benefits programs.

Criminal History Records and Background Checks

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

Criminal history records must also be obtained and reviewed prior to the employment of any driver for student transportation (bus drivers, bus monitors, and bus aides) either directly or through a commercial service. The Board of Directors shall be informed of a criminal record of a

felony or misdemeanor involving moral turpitude and must affirmatively vote to employ such driver, monitor, or aide.

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

All employees and applicants must complete the Authorization for Criminal History Background Check form accompanying this Handbook.

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

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

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

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

Heritage Academy may make employment decisions in accordance with its policy regarding employment of personnel with criminal histories (or arrested or charged with a criminal offense). Heritage Academy's policy regarding employment of personnel with criminal histories is as follows:

As allowed by Commissioner of Education rule, a person may not serve as a Heritage Academy officer or employee if the person has been convicted of:

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

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

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

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

Heritage Academy shall discharge or refuse to hire an employee or applicant for employment if it obtains information through a criminal history review that an employee has been convicted of or placed on deferred adjudication community supervision for certain offenses which prohibit employment at Heritage Academy. Also, Heritage Academy may not hire an individual who is prohibited from serving as an officer or employee of an open-enrollment charter school under Texas Education Code Section 12.120(a). Under Texas Education Code 12.120(a), a person may not serve as a School officer or employee if the person has been convicted of (i) a misdemeanor involving moral turpitude; (ii) any felony; (iii) an offense listed in Texas Education Code 37.007(a); or (iv) an offense listed in Code of Criminal Procedure, Article 62.001(5).

Heritage Academy may discharge an employee if it obtains information of the employee's conviction of a felony or misdemeanor involving moral turpitude that the employee did not disclose to Heritage Academy or to the State Board of Educator Certification ("SBEC"). An employee so discharged is considered to have been discharged for misconduct for the purposes of unemployment compensation.

Definition

For the purposes of this policy, "moral turpitude" is defined as conduct that is considered contrary to community standards of justice, honesty, principle or good morals. Moral turpitude includes but is not limited to dishonesty, fraud, deceit, theft, misrepresentation, deliberate violence, drug or alcohol related offenses, and acts constituting abuse or neglect under the Texas Family Code.

Heritage Academy reserves the right to not employ any applicant whose criminal history record indicates an arrest, deferred adjudication, or conviction for a felony, crimes against persons, drug-related crimes, job-related crimes, repeated arrests, offenses that pose a risk to children or employees, or any other criminal activity determined by Heritage Academy to be in the best

interest of student and employee safety. Heritage Academy also reserves the right to annually (or more frequently) perform criminal history record checks on current employees.

Do Not Hire Registry

Effective September 1, 2019, Heritage Academy shall discharge or refuse to hire an employee or applicant that is included in the “do not hire” registry created and maintained by the Texas Education Agency pursuant to Texas Education Code Section 22.092.

Fingerprinting

In accordance with state law, Heritage Academy requires all employees and substitutes to complete the fingerprinting process implemented by the SBEC and the Texas Department of Public Safety (“TDPS”) prior to employment.

Employment Reference Checks

To ensure that individuals who join Heritage Academy are well qualified and have a strong potential to be productive and successful, it is the policy of Heritage Academy to check the employment references of all applicants.

Inquiries regarding employment information on current and prior Heritage Academy employees should be referred to HR. The HR Department will respond in writing only to those reference check inquiries that are submitted in writing. Responses to such inquiries will confirm only dates of employment and position(s) held. Inquiries regarding wage rate information should be referred to Payroll.

Review of Personnel Files

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

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

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

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

Employee requests for copies of or inclusion of written material in his or her personnel file may be sent to HR in writing via the following methods:

By mail:

Heritage Academy Personnel Records
Attn: Human Resource Department
6013 Fountainwood Drive
San Antonio, TX 78233

By e-mail:

sgarcia@heritageacademy.net

Subject heading should read "Personnel Records."

By fax:

210.566.7195

Subject heading should read "Personnel Records."

In person:

Heritage Academy
6013 Fountainwood Drive
San Antonio, TX 78233

Personal Information Changes

Employment records must be kept up to date. It is the responsibility of each employee to promptly notify Heritage Academy of any changes to his or her personal information. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, marital status, and other personal data should be accurate and current at all times. If any personal data has changed, notify HR.

Public Information Act

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

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

Please complete and return to Human Resources the “Texas Government Code § 552.024 Public Access Option Form” included with this Handbook provide written notice to Human Resources if you wish to opt-out and have the above-identified information “exempted” from disclosure under the TPIA. A request to deny public access to personal information is effective only for public information requests made after the date the employee submits to Human Resources the request to deny access. New or terminated employees have 14 days after hire or termination to submit a request; otherwise, personal information will be released to the public in accordance with the TPIA. If a choice is not submitted to Human Resources, employee records will remain open, at which point most personal information will be released to the public upon request. With respect to certain medical information protected by state and federal law and evaluation documents exempted from disclosure under state law, Heritage Academy will seek to exempt and protect such documentation from disclosure to the extent permitted by law.

Contact the Heritage Academy Public Information Officer with questions or for further information.

Fair Credit Reporting Act

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

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

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

Step 1: Before taking adverse action, the employee will be provided a pre-adverse action disclosure that includes a copy of the individual’s consumer report and a copy of “A Summary of

Your Rights Under the Fair Credit Reporting Act” – a document prescribed by the Federal Trade Commission.

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

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

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

COMPENSATION

Timekeeping and FLSA Classifications

All employee positions at Heritage Academy are classified as “exempt” or “non-exempt” under federal and state wage and hour laws and in accordance with applicable federal law.

Non-exempt

Non-exempt employees shall be paid at least minimum wage and receive compensation for overtime under the conditions specified in the Fair Labor Standards Act (“FLSA”). Non-exempt employees are paid overtime (time and one half) for all hours worked in excess of 40 in one work week. Overtime work must always be approved in writing before it is performed. An employee who works overtime without prior written approval may be subject to disciplinary action, up to and including termination. Under no circumstances should an employee work “off the clock” or outside of the employee’s work schedule.

Accurately recording time worked in is the responsibility of every non-exempt employee. Non-exempt employees must accurately record the exact time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons.

Each non-exempt employees must sign and submit his or her timesheet and certify the accuracy of all time recorded. The employee’s manager/supervisor will review and approve the time record before submitting it for payroll processing.

It is the employee’s responsibility to review his or her paycheck to confirm he or she has been paid for the correct number of hours. If there is a discrepancy, it is the responsibility of the employee to inform the Payroll Department.

Exempt

Exempt status applies to the position and not the employee. Exempt simply means that the position the employee fills is exempt from overtime pay provisions of the Fair Labor Standards Act (“FLSA”) and is not entitled to overtime compensation. Exempt employees are paid on a salary basis, and their salary is not reduced for absences of less than one half day, except in circumstances allowed under the FLSA or other applicable law.

Accurate Timesheet Reporting

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

Annualized Compensation

Heritage Academy pays all employees, including ten-month instructional exempt employees, over 12 months, regardless of the number of months worked during the school year. All employees will be paid through the end of the summer pay schedule regardless of the start date within the academic year. Heritage Academy will offer the option for newly hired employees to receive their annual salary spread over 13 months instead of the standard 12-month payment schedule. Certain criteria are identified on the 13th Payroll Check Opt-In Form, which must be completed before the August payroll for each new hire participating in the 13-month payment schedule.

Paydays

Heritage Academy follows all Texas Payday Laws. All exempt employees are paid twice a month on the 15th and 30th business day of each month. All non-exempt employees are paid twice a month on the 15th and 30th of the month, in accordance with the Texas Payday law. Pay dates are posted in the main office.

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

Pay due will include earnings per time clock submissions for non-exempt employees for all work performed through the end of the previous payroll period and per the exempt work agreement period for exempt employees.

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

Payroll Deductions

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

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

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

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

Administrative Pay Corrections

In the event of an error in payment, the employee should contact his/her supervisor as soon as possible. The supervisor will then contact Finance/Payroll and send the necessary paperwork to correct the matter. Any questions concerning how or when corrections will be made should be directed to the appropriate supervisor and/or the Human Resources.

Overpayments

Employees must inform Finance/Payroll of known overpayments on any paychecks received. Heritage Academy will pursue all legal means necessary to recover overpayments. Heritage Academy will deduct from an employee's paycheck only that which is allowable under state and federal law. Generally, optional deductions, if any, may only be made from pay as long as the resulting wage does not fall below the Fair Labor Standards Act ("FLSA") minimum wage. All optional deductions from an employee's paycheck must be authorized by the employee in writing. See the Wage Deduction Authorization Agreement included with this Handbook.

All Employees

Automatic payroll deductions for Federal Income Tax and for either the Texas Teacher Retirement System ("TRS") or Social Security are required by law for all full-time and part-time employees. Medicare tax deductions are required for all employees. Employees who are not eligible or who are performing job duties not eligible for TRS membership must have their Social Security contributions deducted unless they are retired from TRS. Other payroll deductions may be made for the employee's share of premiums for health, dental, life, retirement, and supplemental insurance.

An involuntary assignment of wages (also called a garnishment) requires that Heritage Academy deduct certain amounts from an employee's wages in order to repay the employee's debts, such as child support and court-ordered wage garnishments. Heritage Academy will make such deductions from an employee's paycheck only upon receipt of official notice and/or paperwork from a court or governing body.

Exempt Employees

Deductions from an exempt employee's pay are permissible under the following circumstances:

- when an employee is absent from work for one (1) or more full days for personal reasons other than sickness or disability;
- for absences of one (1) or more full days due to sickness or disability in accordance with Heritage Academy's bona fide plan, policy, or practice of providing compensation for salary lost due to illness;
- for penalties imposed in good faith for infractions of safety rules of major significance;
- for unpaid disciplinary suspensions of one (1) or more full days imposed in good faith for workplace conduct rule infractions;
- in the employee's initial or final week of employment if the employee does not work the full week; or
- for unpaid leave taken by the employee under the federal Family and Medical Leave Act (FMLA).

Deductions for partial day absences are generally impermissible, except those occurring in the first or final week of an exempt employee's employment or for unpaid leave under FMLA. When calculating the amount of a deduction from pay allowed this section, Heritage Academy may use the hourly or daily equivalent of the employee's full weekly salary or any other amount proportional to the time actually missed by the employee. A deduction from pay as a penalty for violations of major safety rules under this section may be made in any amount.

Improper Deduction

If an employee believes that an improper deduction has been made to his or her paycheck, he or she should immediately report this information to the Payroll Department.

Wage Offset or Deductions

Heritage Academy has the right to deduct from the final paycheck for items that have not been properly returned. Heritage Academy has the right to offset wages for overpayment by withholding the amount from a paycheck or payments from other monies due an employee while employed, or at the time of their separation from Heritage Academy.

Administrative Pay Corrections

Heritage Academy takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Payroll Department so that corrections can be made as quickly as possible. Employees must inform the Payroll Department of known overpayments

on any paychecks received. Heritage Academy will pursue all legal means necessary to recover overpayments.

Direct Deposit

All faculty and staff are strongly encouraged to take advantage of direct deposit because of the many advantages it offers. In addition to being efficient and convenient, direct deposit is the most reliable method of receiving pay. Every employee participating in the program must sign a Direct Deposit Authorization Agreement form. A notification period of one–two pay periods is necessary to activate this service. Terminated employees with Direct Deposit will receive a paper check for their final paycheck within six calendar days of termination in accordance with the Texas Payday Act.

Wage and Tax Statements

All employees will receive a Wage and Tax Statement (Form W-2) showing their annual earnings and the amounts deducted for Social Security, Medicare, and federal income taxes. Additional earnings and deductions that may be included, if applicable, are social security tips, allocated tips, advance earned income credit, and dependent care benefits. W-2 forms will be prepared by Heritage Academy and distributed on or before January 31st of each year.

Overtime Compensation

Heritage Academy compensates overtime for non-exempt employees in accordance with federal wage and hour laws. All employees are classified as exempt or non-exempt for purposes of overtime compensation. Only non-exempt employees are entitled to overtime compensation. Non-exempt employees are not authorized to work beyond their normal work schedule without advance written approval from their manager/supervisor. Non-exempt employees are required to record their actual time worked.

Overtime is legally defined as all hours worked in excess of 40 hours in a workweek and is not measured by the day or by the employee's regular work schedule. Only non-exempt employees can earn overtime pay. Non-exempt employees do not earn overtime pay unless they work more than 40 hours in a workweek. Employees who must work beyond their normal schedule but less than 40 hours per week will be paid as straight time. For the purpose of calculating overtime, a workweek begins 12:01 a.m. Monday and ends at midnight Sunday.

Exempt employees are excluded from specific provisions of federal and state wage and hour laws, are not entitled to overtime compensation, and may be appropriately required to work more than the anticipated work schedule without receiving additional compensation.

Military Pay Differential

An employee on active military duty whose gross military pay (excluding pay while serving in a combat zone, hardship duty pay, and family separation) is less than their gross Heritage Academy pay is entitled to differential pay. Monthly weekend drills will not qualify for the military pay differential. The max amount of days for pay will be fifteen (15) days per calendar year.

Reports Concerning Court-Ordered Withholding

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

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

Leave Payout

An employee voluntarily resigning employment is requested to provide at least four weeks' notice of resignation to his or her supervisor. An employee who provides the appropriate notice of resignation above shall be paid for any accrued but unused vacation leave up to the date of the last day of employment provided in such notice. No payment shall be made for sick leave or any other type of leave, regardless of whether or not the employee provided advance notice of resignation.

BENEFITS

Summary

The benefits information in this handbook is only a summary of benefit plans offered by Heritage Academy. This general explanation is not intended to and does not provide employees with all of the details of these benefits. This handbook does not change or otherwise interpret the terms of the official plan documents. If there is any conflict of differences between the information in this handbook and the plan documents, the plan documents will govern. Heritage Academy reserves the right to change or end these benefits at any time and for any reason, consistent with applicable law. Additionally, benefit eligibility is dependent upon a variety of factors, including employee classification. If employees would like additional information related to any benefits offered by Heritage Academy, please contact the Benefits Department at sgarcia@heritageacademy.net.

Health Insurance

Group health insurance coverage is available to eligible employees through TRS ActiveCare, the statewide public school employee health insurance program. Employee contributions are also eligible for the Cafeteria 125 Plan benefit and may be deducted on a pre-tax basis. The Board of Directors determines Heritage Academy's contribution to employee insurance premiums annually. Employees eligible for health insurance coverage include:

- Employees who are current, contributing TRS members.
- Employees who are not contributing TRS members and who are regularly scheduled to work at least 10 hours per week. These employees would incur the full monthly premium cost.

The insurance plan year is September 1 through August 31. At the employee's discretion, health insurance may begin on the actively-at-work date or first of the month following the hire date. Current employees can submit changes to their coverage during the open-enrollment period in the month of August. For special enrollment qualifying events, please refer to the TRS ActiveCare Enrollment Guide. New employees must enroll within the first 30 days of employment. However, employees are strongly encouraged to complete their paperwork within the first five days of their actively-at-work date.

Detailed descriptions of plan options, benefits, prices, eligibility requirements, network providers, prescriptions drug services, and other information are available from the following:

- TRS website at <https://www.bcbstx.com/trsactivecare/> or by calling 1-800-222-9205.

Heritage Academy is committed to protecting the privacy and security of all private health information created or received in relation to employees and their families under the Heritage

Academy Group Health Plan. A notice of privacy practices is available on the <http://www.trs.texas.gov> website and select “Active Members.”

Dental and Life Insurance

The Board of Directors determines Heritage Academy’s contribution to employee insurance premiums annually. Heritage Academy provides all eligible employees with dental and \$15,000 basic life insurance at no cost to the employee. Employees have the option to add family coverage at their own expense. Additional group dental and life insurance coverage is available to full-time employees and part-time employees working a minimum of 30 hours every week, after the waiting period. The dental insurance is effective the 1st of the month following 60 days from the employees hire date. The life insurance is effective on the 1st of the month following the employees hire date.

Supplemental Insurance Benefits

Employees may enroll in supplemental insurance programs such as life, disability, accidental, sickness, etc, at their expense. Premiums for these programs can be paid by payroll deduction.

Termination of Health and Supplemental Insurance Benefits

All insurance benefits (health insurance and supplemental insurance benefits) are terminated at the end of the month in which an employee resigns, retires, or is terminated, including resignation, retirement, and discharge, or for which premiums are not paid by the end of the month. However, if an exempt campus employee works through the end of the school year, then insurance benefits are terminated at the end of the month in which the employee receives their last paycheck.

Texas Teacher Retirement System

All employees employed on a regular basis for at least one-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 can purchase a year of creditable service. TRS provides members with an annual statement of their account showing all deposits and the total account balance for the year ending August 31, as well as an estimate of their retirement benefits.

Individuals receiving retirement benefits from TRS may be employed under certain circumstances on a full- or part-time basis without affecting their benefits, according to TRS rules and state law. Detailed information about employment after retirement is available in the TRS publication Employment After Retirement. Employees can contact TRS for additional information by calling 800-223-8778 or 512-542-6400. Information is also available on the TRS Website (www.trs.texas.gov).

Optional Retirement Plan(s)

Heritage Academy offers an optional voluntary 403 (b) and/or a 457 (b) Plan for retirement savings. Please contact the Benefits Department for more information on plan offerings.

Workers' Compensation Insurance

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

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

All work-related accidents or injuries should be reported immediately to the employee's immediate supervisor. Employees who are unable to work because of a work-related injury or illness will be notified of their rights and responsibilities with respect to workers' compensation benefits.

An employee absent from duty because of a job-related illness or injury may be eligible for workers' compensation weekly income benefits if the absence exceeds 15 calendar days.

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

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

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

Employee Discounts

Many organizations provide educator discounts to employees of educational entities, including Heritage Academy. For more information about these organizations and the types of discounts available, please contact the Benefits Department.

Employee Assistance Program (EAP)

The EAP is a program designed to offer help with the everyday challenges of life that may affect employees' health, family life, and work. The EAP can provide immediate crisis resolution and information and referrals to appropriate counseling and support services. Employees can contact the Benefits Department.

Additional Benefits

Heritage Academy offers additional benefits for eligible full-time employees with children. If an employee has a child who turns five (5) after the September 1st school cut off, the child can still attend one of our schools if the child's birthday falls between September 1st and October 15th. In addition, there is no charge to eligible full-time employees for after school care for their children if it is available at the student's campus.

Risk Management Policy

Purpose

This program serves to outline Heritage Academy's commitment to the safety, health, and well-being of all employees.

General Safety Rules

All employees are expected to comply with the following rules:

- Use common sense in performing duties.
- Report any work injury or illness to an immediate manager/supervisor.
- Report unsafe conditions to an immediate manager/supervisor.
- Do not use any equipment, vehicles, or materials when overly tired, nauseated, feverish, or under the influence of any substance that may affect judgement.
- Use mechanical devices or request assistance when lifting heavy loads.
- Wear seat belts when operating any Heritage Academy vehicle or any rented vehicle or when driving your personal vehicle while on official business.
- Be sure that aisles or exits are kept clear; do not let cords interfere with walkways.
- Properly store all sharp objects when not in use.
- Report or clean up all spills immediately.
- Use step stools, platforms or ladders for climbing. Never use chairs.

Employees who violate safety standards, cause hazardous or dangerous situations, or fail to report, or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

Improper Health and Safety Practices

The safety of the workplace partly depends on our ability to control risks. Control includes making decisions regarding which risks are acceptable and how to address those that are not. Those decisions can be made only with the participation of the entire workforce, because employees should understand the risks of their own tasks better than those in the organization. Employees are responsible for reporting any unsafe conditions. Also, everyone is encouraged to suggest ways in which Heritage Academy can operate more safely.

Accident Reporting

Employees shall report any on-the-job injury or accident immediately to their Supervisor. Supervisors must notify the Human Resources department within 24 hours of notification of an on-the-job injury or accident. If an employee fails to report the on-the-job injury or accident within 30 days, the claim may be denied by the Texas Department of Insurance – Division of Workers’ Compensation. The employee’s Supervisor and/or the appropriate management personnel shall conduct a thorough investigation, involving the employee and any witnesses that observed the on-the-job injury or accident. The employee’s Supervisor and/or appropriate management personnel will ensure corrective action is taken to avoid a recurrence of the accident.

Reporting Serious Injuries

Within eight hours after the death of any employee from a work-related incident or the in-patient hospitalization of three or more employees as a result of a work-related accident, Heritage Academy will orally report the fatality/multiple hospitalization by telephone or in person to the area office of OSHA and the DOL, that is nearest to the site of the incident. If the area office is not reachable, the school may call the OSHA toll-free central telephone number, 1-800-321-6742.

Occupational Safety and Health Administration (“OSHA”) Statement

Heritage Academy strives to minimize dangers to health and safety by creating and maintaining improved working conditions, free from recognized hazards that might cause serious physical injury. In accordance with the Occupational Safety and Health Act (“OSHA”), Heritage Academy maintains a log of all occupational injuries and illnesses, and asks that employees report such injuries and illnesses within 48 hours so that Heritage Academy may report these occurrences within a lawful period of time to the nearest OSHA office.

As Heritage Academy employees:

- You have the right to notify Heritage Academy or OSHA about workplace hazards.

- You have the right to request an OSHA inspection if you believe there are unsafe and unhealthful conditions in your workplace.
- You can file a complaint with OSHA within 30 days of retaliation or discrimination by Heritage Academy for making safety and health complaints, or for exercising your rights under the OSHA Act.
- You have a right to see OSHA citations issued to the school.
- Heritage Academy must correct workplace hazards by the date indicated on the citation and must certify that these hazards have been reduced or eliminated.
- You have a right to copies of your medical records and records of your exposures to toxic and harmful substances or conditions.
- Heritage Academy must post this notice in your workplace.
- You must comply with all occupational safety and health standards issued under the OSHA Act that apply to your own actions and conduct on the job.

As your employer:

- Heritage Academy must furnish all employees a place of employment free from recognized hazards.
- Heritage Academy must comply with the occupational safety and health standards issued under OSHA.

If you would like more information regarding your OSHA rights or additional information, visit www.osha.gov or call 1-800-321-OSHA.

Hazard Communication Act

Heritage Academy is concerned about the safety of all employees, and therefore will perform the following duties in compliance with the THCA:

- Post and maintain the notice promulgated by the Texas Department of State Health Services (“TDSHS”) in the workplace.
- Provide an education and training program for employees using or handling hazardous chemicals under normal operating conditions or foreseeable emergencies.
- Maintain the written hazard communication program and a record of each training session to employees, including the date, a roster of the employees who attend, the subjects covered in the training session, and the names of the instructors. Records will be maintained for at least five years.
- Compile and maintain a workplace chemical list that includes required information for each hazardous chemical normally present in the workplace or temporary workplace in excess of 55 gallons or 500 pounds, or as determined by the TDSHS for certain highly toxic or dangerous hazardous chemicals. The list will be readily available to employees and their representatives.
- Update the list as necessary, but at least by December 31 each year, and maintain the list as required by law. Each workplace chemical list shall be dated and signed by the person responsible for compiling the information.

- As required by law, label new or existing stocks of hazardous chemicals with the identity of the chemical and appropriate hazard warnings, if such stocks are not already appropriately labeled.
- Maintain a legible copy of the most current manufacturer’s material safety data sheets (“MSDS”) for each hazardous chemical; request such sheets from the manufacturer if not already provided or otherwise obtain a current MSDS; make such sheets readily available to employees or their representatives on request.
- Provide employees with appropriate personal protective equipment.

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

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

Communicable Diseases

The following information will provide simple and effective precautions against the transmission of a communicable disease for all students and school personnel who are potentially exposed to the bodily fluids of any person. No distinction is made between bodily fluids from persons with a known disease or those from persons without symptoms or with an undiagnosed disease.

The term “bodily fluids” includes blood, semen, drainage from scrapes and cuts, feces, urine, vomitus, respiratory secretions, and saliva. Contact with bodily fluids presents a risk of infection with a variety of germs. In general, however, the risk is very low and dependent on a variety of factors including the type of fluid with which contact is made and the type of contact made with it. Transmission of communicable disease is more likely to occur from contact with infected bodily fluids of unrecognized carriers than from contact with fluids from diagnosed individuals, because simple precautions are not always carried out.

To avoid contact with bodily fluids, the following precautions should be observed:

- Avoid direct skin contact with bodily fluids. This also includes the mucous membranes (e.g., eyes, nose, and mouth);
- Wear disposable gloves when in contact with bodily fluids is anticipated (e.g., when treating bloody noses; open cuts, abrasions and other lesions; handling contaminated clothing; and cleaning up body fluid spills);
- Always practice good personal hygiene through proper hand washing techniques;
- Request assistance from a custodian for proper cleaning of all bodily fluid spills.

Health Insurance Portability and Accountability Act (HIPAA)

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

HIV-AIDS and Other Life-Threatening Illnesses

Individuals infected with HIV and individuals with life-threatening illnesses have the same rights and opportunities as other individuals. Employees are not required to reveal their HIV status to employers. All medical information that an HIV-infected employee provides to medical or management personnel is confidential and private. Heritage Academy may not reveal this information without the employee’s knowledge and written consent, except as provided by law. Those with access to confidential information must maintain strict confidentiality and privacy, separating this information from employees’ personnel records. Individuals who fail to protect these rights commit a serious offense, which may be cause for litigation resulting in both civil and criminal penalties and may result in disciplinary action, up to and including termination.

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

Employees who desire assistance concerning a disability or a life-threatening illness should contact the Benefits Department at sgarcia@heritageacademy.net.

Vehicle Accidents

Personal Vehicles – Business Travel

If an accident occurs in a personal vehicle when traveling on Heritage Academy business, employees should take a picture of the vehicle involved and immediately file a report with their personal insurance. Contact the Benefits Department within one (1) business day via email to jmize@heritageacademy.net to inform the school of the incident. Failure to notify the Benefits Department may result in loss of travel privileges in the future.

Corporate Vehicle

Every corporate vehicle contains an accident kit. The kit contains the proof of insurance, accident forms, and instructions to follow in case of an accident. If an accident occurs in a corporate vehicle, employees should use their smartphone camera to take photos as described on the instructions, complete the Accident Form provided, and follow up no later than the next business day with the Benefits Department or email the accident form with pictures to

jmize@heritageacademy.net. Failure to complete the instructions as listed in the accident kit in a timely manner may result in loss of travel privileges in the future.

Rental Vehicle

If an accident and/or damage occurs while driving a rental vehicle on Heritage Academy business, obtain an auto accident reporting form from the Risk Management team at jmize@heritageacademy.net. Take photos of any damage to the rental vehicle and photos of any other vehicle or property damage. For accurate and timely resolution of the claim, include all available supporting documentation outlined in the vehicle loss report. Send the completed accident form, as well as the photos, to jmize@heritageacademy.net within 24 hours of the accident. Insurance for rental vehicles while being driven for Heritage Academy will be covered under the provisions of the Heritage Academy insurance policy. Do not pay for any damages out of pocket.

EMPLOYEE LEAVE

Leave of Absence Overview

Heritage Academy recognizes that employees may need to request a Leave of Absence (LOA). It is the responsibility of both the employee and their supervisor to inform the Benefits Department of the need for a leave of absence. Employees also need to immediately notify the Benefits Department if they are hospitalized for any duration.

Types of leaves available to eligible employees include:

- Personal Leave
- Office Staff Leave (12-Month, Non-Exempt)
- Sick Leave
- Family and Medical Leave (FMLA)
- Medical Leave of Absence
- Military Leave
- Compassion Leave Program

Employees who have personal needs that will require a longer leave of absence should contact the Human Resources Department for counseling about leave options and continuation of benefits.

Requests for leaves of absence will be considered under the guidelines for each type of leave, any applicable laws, and/or business need. Details concerning the specific types of leave and request forms are available from the Benefits Department.

Events Designated as Natural Disasters

When an event designated as a natural disaster occurs, the Board of Directors and/or Chief Executive Officer has the discretion to grant additional leave to affected employees.

State Leave

Heritage Academy does not accept any state leave or any leave accrued by an employee at any other charter or school district.

Recording Leave

All leave shall be recorded in half-day increments (4 hours) for full-time exempt employees unless otherwise noted below. Specifically, exempt employees who do not work at all on a given day must record 8 hours of leave for the day on their timesheet. Exempt employees who work between 0 and 4 hours on a given day must record 4 hours of leave for the day on their timesheet. Finally, exempt employees who work more than 4 hours on a given day are not required to record any leave for the day on their timesheet.

- Non-exempt employees shall record any accrued leave in the increment it is taken.
- If the employee is taking intermittent FMLA leave shall be recorded in one-hour increments.
- If the employee chooses to offset leave against workers' compensation benefits, leave shall be recorded in the amount used.

Employees must follow Heritage Academy procedures to report or request any leave of absence and complete the appropriate leave request form. Any employee who is absent for more than three days because of a personal family illness may be asked to submit a medical certification from a qualified health care provider confirming the specific dates of the illness, the reason for the illness, and, in the case of personal illness, the employee's fitness to return to work.

Personal Leave

Summer Vacation Time

Campus administrative staff are entitled to three weeks of summer vacation. Campus administrative staff must stagger their vacation time to ensure that the campus remains open for business during the summer.

Corporate staff members are entitled to two weeks of summer vacation, in addition to the 1st week in July. Corporate staff members are entitled to 1 week vacation Approval of corporate staff vacation dates is contingent on organizational need. Conflicting dates may have to be modified. Therefore, we ask all staff members to be flexible and prepared with alternate dates if necessary.

Campus administrative staff and corporate staff members who begin work after January 1 of the school year will be entitled to one week of summer vacation prorated based on the starting date of employment.

Local Personal Leave

All campus and corporate staff are entitled to seven (7) Local Personal Leave days per year. All campus and corporate staff hired after January 1 will be entitled to the following local personal leave days in the school year they were hired.

January 1-Jan 31 = 3.5 days
Feb 1-Feb 28 = 3 days
March 1-March 31 = 2.5 days
April 1-April 30 = 2 days
May 1-May 31 = 1.5 days
June 1-July 31 = 1 day

In an effort to encourage attendance and punctuality, Heritage Academy provides employees with the option of redeeming unused local personal leave at a rate of \$75 a day. This option applies to local personal leave earned the preceding year of each new school year. Employees must notify the Finance/Payroll Department in writing of their desire to redeem unused local personal leave during the first full week of September annually. If any employee leaves prior to the redemption dates, they are not eligible to redeem unused local personal days. In addition, if any employee chooses not to redeem any unused local personal leave and continues employment with Heritage Academy then those days will carry over to the next school year.

Any leave taken for which leave balances are insufficient shall result in a deduction from the employee's paycheck commensurate with the amount of leave taken, to the extent allowed by law. Additionally, if an employee leaves Heritage Academy before the end of the work year, the amount of wages, based on the employee's daily rate, for any unearned leave days taken by the employee shall be deducted from the employee's final paycheck in accordance with applicable law.

Personal leave by reason of illness, two or more days in duration, must be accompanied by a doctor's note upon return to work.

Forfeiture of Accrued Leave

Any unused paid accrued leave, regardless of what the leave is called (e.g., sick leave, local leave, vacation, discretionary leave, etc.), is forfeited upon separation from employment, whether voluntary or involuntary, except in circumstances noted in the "Leave Payout" provisions of this Handbook.

Full-Time Non-exempt Employees

Heritage Academy provides full-time non-exempt employees with one (1) day of paid personal leave per semester. Non-exempt employees are hourly employees. The first day of personal leave is available for use on September 1 and a second day is available for use on January 4 of every year, i.e., it does not accrue over time. If, however, employment is terminated before the conclusion of a semester in which personal leave is taken, the unearned personal leave will be deducted from the employee's final paycheck. Personal leave provided under this provision may

be used only during scheduled school breaks with the approval of Campus Leadership. Unused personal leave days do not accumulate and will be “paid out” at the end of the school year.

Twelve-Month, Exempt Administrative Staff

Heritage Academy provides full-time, 12-month, exempt staff with fifteen (15) days of paid personal leave per year. Personal leave accrues up to a maximum of fifteen (15) days based off the hire date. Personal leave provided under this provision may be used only under the following conditions:

- it must be used only during the summer school break with the approval of the Campus Administrator;
- it must not be used during required summer training or within one week of the opening or closing of school;
- is not to be used when the Secretary is on leave; and
- it must be coordinated with family and medical leave taken on an intermittent or reduced schedule basis or when coordinated with workers’ compensation benefits.

Full-time, 12-month, exempt staff with over fifteen (15) days of personal leave accrued as of June 30, annually, may request a one-time pay out of their personal leave in excess of fifteen (15) days in their next regularly scheduled paycheck.

Office Staff Leave (Holiday and Vacation)

Heritage Academy provides full-time, 12-month, non-exempt staff with twenty-two (22) paid holidays per year (based off their start date) to be used during the school year. Holiday schedules may vary by school.

In addition to the paid time off for holidays, full-time, 12-month, non-exempt staff will receive vacation leave based on their years of service.

Vacation Leave provided under this provision may be used only under the following conditions:

- it must be used only during scheduled school breaks with the approval of Campus Leadership;
- it must not be used during required summer training or within one (1) week of the opening or closing of school;
- it must not be used during the summer break when Campus Leadership is on leave; and,
- it must be coordinated with family and medical leave taken on an intermittent or reduced schedule basis or when coordinated with workers’ compensation benefits.

Heritage Academy recognizes the importance for employees to have the opportunity for leisure time and ability to attend non-work matters. All vacation time must be approved by Campus Leadership.

Vacation hours are accrued as follows:

- Less than 5 years of service - accrue up to 40 hours per year.
- More than 5 years of service - accrue up to 80 hours per year.
- More than 10 years of service - accrue up to 120 hours per year.

Full-time, 12-month, non-exempt staff with over eighteen (18) days of leave accrued as of June 30, annually, will receive a one-time pay out of their leave in excess of eighteen (18) days in their next regularly scheduled paycheck.

Leave Request

All vacation time must be approved by the employee's immediate supervisor. Vacation time of one (1) week or more should be requested at least thirty (30) days prior to its use. Vacation time of less than one (1) week should be requested at least one (1) week in advance. While every effort shall be made to accommodate the request, it cannot be guaranteed. Requests for vacation time made less than a week before may be approved if the work schedule permits. From time to time, blackout days may be established.

Sick Leave

Full-Time employees who start on or before September 1 will be advanced ~~five (5)~~ seven (7) days of paid leave per year. Full-time employees who start after September 1 will be advanced sick leave on a prorated amount based on their start date. Paid sick leave for the current year will be available for use on September 1 and renewed each September 1 every school year. Heritage Academy will not approve paid leave for more work days than have been accumulated in prior years plus those to be earned during the current year. Employees who use more sick leave than they have earned will have the cost of unearned sick leave deducted from their next paycheck in accordance with applicable law. Sick leave is coordinated with FMLA when taken on an intermittent or reduced-schedule basis or when coordinated with workers' compensation benefits. Sick leave must be used for personal or family illness. Unused sick leave will be carried over each year that an employee remains with Heritage Academy. If you do not remain with Heritage Academy for the next school year, then the sick leave policy changes to "use or lose" and will not be paid out upon separation of employment."

In an effort to encourage attendance and punctuality, Heritage Academy provides employees with the option of redeeming unused sick leave at a rate of \$75 a day. This option applies to sick leave earned the preceding year of each new school year. Employees must notify the Payroll Department in writing of their desire to redeem unused sick leave during the first full week of September annually. If any employee leaves prior to the redemption dates, they are not eligible to redeem unused sick days. In addition, if any employee chooses not to redeem any unused sick leave and continues employment with Heritage Academy then those days will carry over to the next school year.

Holiday Leave

Each year, Campus Leadership will establish a school calendar indicating school holidays and closures. This calendar is distributed to each Heritage Academy employee.

Religious Observances

Heritage Academy will reasonably accommodate an employee's request for absence for a religious holiday or observance. Accommodations such as changes to work schedules or approving a day of absence will be made unless they pose an undue hardship to Heritage Academy. The employee may use any accumulated personal leave for this purpose. Employees who have exhausted applicable paid leave may be granted an unpaid day of absence.

Family and Medical Leave Act (FMLA)

The FMLA provides employees who meet certain eligibility criteria (see pg. 36 for eligibility guidelines) with unpaid leave for certain family and medical reasons during a 12-month period. During a period of FMLA leave, eligible employees are entitled to continue group health plan coverage as if they had continued to work. At the conclusion of the leave, subject to some exceptions, eligible employees generally have the right to return to the same or an equivalent position and equivalent pay, benefits and working conditions.

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

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

Leave Entitlements

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

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

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

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

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

Benefits and Protections

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

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

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

Eligibility Requirements

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

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

Requesting Leave

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

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

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

Employer Responsibilities

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA (see pg. 36 for eligibility guidelines). If the employee is not eligible, the employer must provide a reason for ineligibility.

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

Enforcement

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

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

For additional information or to file a complaint:

1-866-4-USWAGE

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

www.dol.gov/whd

Local FMLA Guidelines

Calculating FMLA Leave Year

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

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

Use of Paid Leave

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

Combined Leave for Spouses

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

Intermittent Leave

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

Fitness for Duty

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

Reinstatement

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

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

Failure to Return

If, at the expiration of FMLA leave, an employee is able to return to work but chooses not to do so, Heritage Academy may require the employee to reimburse Heritage Academy's share of insurance premiums paid during any portion of FMLA leave when the employee was on unpaid leave. If the employee fails to return to work for a reason beyond the employee's control, such as a continuing personal or family serious health condition or a spouse being unexpectedly transferred more than 75 miles from Heritage Academy, the school may not require the employee to reimburse Heritage Academy's share of premiums paid.

Contact

Employees that require FMLA leave or have questions should contact sgarcia@heritageacademy.net, for details on eligibility, requirements, and limitations.

Non-FMLA Medical Leave

Certain eligible employees may request a non-FMLA medical leave of absence for a medically verifiable illness, as defined as a serious health condition under FMLA for the employee, spouse, children or parents. The following eligibility requirements must be met in order to be granted a period of non-FMLA medical leave:

- The employee must be employed on a full-time basis and successfully completed thirty (30) days of employment with Heritage Academy.
- The employee is not otherwise eligible for FMLA leave, or the employee has exhausted his or her FMLA leave entitlement.

An employee who wishes to pursue a non-FMLA medical leave of absence is required to contact the Human Resources Department to request a leave packet and:

- Complete the medical leave request and submit to the Human Resources Department within five (5) days;
- Have health care provider complete the medical certification and return it to the Benefit Department within fifteen (15) business days; and
- Comply with any further requirements related to the leave as communicated by the Benefit Department.

A non-FMLA medical leave of absence may be taken, **if approved**, for a continuous minimum of five (5) days and a maximum of six work weeks (30 workdays) during any rolling 12-month period. Employees requesting a non-medical leave of absence must submit a medical leave of absence request and medical certification to the Human Resources Department at least thirty (30) days in advance for any leave that is foreseeable. If the employee cannot provide a thirty (30) day notice, he or she is responsible for providing as much notice as possible. Medical leave will be unpaid, unless the employee has available vacation or sick time, in which case the employee must exhaust all remaining paid leave days before taking medical leave as unpaid leave.

Heritage Academy will continue group health plan coverage during an employee's non-FMLA leave of absence. The employee is responsible for mailing or delivering payments for his or her benefits coverage to Heritage Academy's Benefits Department. Employees are required to use any available paid leave time concurrently with an approved medical leave. If payment for benefits is not received by the end of the month, benefits coverage will end.

Heritage Academy will consider an employee on a medical leave of absence to have voluntarily resigned if:

- The employee fails to return to work within three (3) days as required under the job abandonment policy; or
- The employee accepts other employment during the leave.

If the medical leave of absence is denied, the employee will be required to work his or her scheduled shift, unless paid leave is requested and approved. All non-approved time missed from work will be managed under the Attendance and Punctuality policy.

Military Leave

Heritage Academy provides Military Leave for Active Military or Reserve duty. An employee called or who volunteers for Active Military duty, the Reserves, or the National Guard, contact the Benefits Department to obtain the appropriate paperwork to request a leave. Employees should request time off from their supervisor to fulfill military obligations as soon as notification is received. Advance notice is required so that the necessary time off can be scheduled to provide the least disruption to the normal work schedule. Paid temporary military leave will not exceed 15 working days per school year. Supporting documentation will be required.

(Extended) Military Leave

Employees directed to participate in extended military duties in the U.S. Armed Forces that exceed 15 working days will be placed on an unpaid military leave of absence status for a period of as long as five (5) years, except as otherwise required by USERRA, and the employee will be entitled to the rights and benefits described in this Handbook and in accordance with Heritage Academy's policies and procedures. An employee on extended military leave may elect, at his or her option, to use paid leave (vacation, sick, or personal) available; the remainder of military leave will be unpaid.

If an employee is on military leave from Heritage Academy, he or she may elect to continue his or her benefits coverage. While on military leave, the employee is responsible for mailing or delivering payment for health insurance coverage to Heritage Academy.

Heritage Academy strives to comply with all applicable Federal and state laws in determining eligibility for reinstatement from military leave. For further explanation of the effects military leave can have on employment and benefits, contact the Benefits Department.

Leave of Absence General Information

Employees on an approved leave of absence are still considered employees of Heritage Academy. However, building and systems access may be deactivated during leave. If the employee is in a paid status, utilizing paid leave days to pay for the leave of absence, he or she will be eligible to receive paid holidays and continue to accrue paid leave while out on approved leave of absence. However, if the employee is in an unpaid status, not utilizing paid leave days to cover the leave of absence, he or she will not receive paid holiday time nor continue to accrue paid leave days.

Bereavement Leave

Heritage Academy provides full-time employees three days of paid time off for each loss of an immediate family member. The following is a list of immediate family members: spouse, parents, children, siblings, spouse's siblings, grandparents, grandchildren, father-in-law, mother-in-law, daughter-in-law, and son-in-law. Stepfamily and adopted family members will follow the same

list. Supporting documentation may be required to confirm the employee's relationship to the deceased. Bereavement Leave days should be taken consecutively, within a reasonable time from the date of the death or the day of the funeral/service, and should not be split or postponed.

Exceptions may be considered, including extending it to additional family members or granting additional time. Please consult with HR for consideration and approval of exceptions.

Jury Duty

Heritage Academy provides paid leave to employees who are summoned to jury duty including service on a grand jury. This time off will not be charged against the employees leave time. Employees who report to the court for jury duty may keep any compensation the court provides. An employee should report a summons for jury duty to his or her supervisor as soon as it is received and may be required to provide Heritage Academy a copy of the summons to document the need for leave.

An employee may be required to report back to work as soon as they are released from jury duty. The supervisor may consider the travel time required and the nature of the individual's position when determining the need to report to work. A copy of the release from jury duty or of documentation of time spent at the court may be required.

Time Off to Vote

Heritage Academy encourages employees to fulfill their civic responsibilities by participating in elections. Employees should request time off to vote; this time off will not be charged against an employee's leave time.

Court Appearances for Personal Business

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

Fraudulent Use of Leave

Employees who attempt to use leave days fraudulently for unauthorized purposes maybe subject to disciplinary action, up to and including termination of employment.

Absent Without Pay

An employee absent from work must use available paid leave benefits before the employee may be absent without pay. Absences exceeding approved amount may lead to disciplinary action.

Limitations on Leaves of Absence (Unavailability for Work)

With the exception of leaves of absence for military duty or approved leave under the FMLA, if an employee accumulates more than **ten** days of absence after exhausting all available paid and unpaid leave, the employee shall be separated due to unavailability for work, subject to any reasonable accommodation duties Heritage Academy may have under the ADA or similar law. Any employee separated for unavailability for work following exhaustion of all available leave will be eligible for rehire, and will be able to apply for any vacancies that may exist at any given time, depending upon qualifications and availability of job openings.

EMPLOYEE CONDUCT AND WELFARE

Standards of Conduct

All employees are expected to work together in a cooperative spirit to serve the best interests of the school and to be courteous to students, one another, and the public. Employees are expected to observe the following standards of conduct:

- Recognize and respect the rights and property of students, parents, other employees, and members of the community.
- Maintain confidentiality in all matters relating to students and coworkers and required by applicable law.
- Report to work according to the assigned schedule.
- Notify their immediate manager/supervisor in advance or as early as possible in the event that they must be absent or late. Unauthorized absences, chronic absenteeism, tardiness, and failure to follow procedures for reporting an absence may be cause for disciplinary action.
- Know and comply with school procedures and policies. It is the employee's responsibility to know and understand the policy and procedures of that location, including those related to electronic communication and media relations.
- Express concerns, complaints, or criticism through appropriate channels.
- Observe all safety rules and regulations and report injuries or unsafe conditions to a manager/supervisor immediately.
- Use Heritage Academy time, funds, and property for authorized official business and activities only.

All Heritage Academy employees should perform their duties in accordance with state and federal law, school policies and procedures, and ethical standards. Violation of policies, regulations, or guidelines may result in disciplinary action, including termination. Alleged incidents of certain misconduct by educators, including having a criminal record, must be reported to the State Board of Educator Certification (SBEC) no later than the seventh day the Superintendent first learns of the incident.

All employees must adhere to the Code of Ethics described below, which has been adapted from the Code of Ethics and Standard Practices for Texas Educators:

Code of Ethics

Ethical Conduct in General

Heritage Academy employees shall comply with standard practices and ethical conduct toward students, professional colleagues, school officials, parents, and members of the community and shall safeguard academic freedom. Employees, in maintaining the dignity of the profession, shall respect and obey the law, demonstrate personal integrity, and exemplify honesty and good moral character. In exemplifying ethical relations with colleagues, employees shall extend just and equitable treatment to all members of the profession. In accepting a position of public trust, employees shall measure success by the progress of each student toward realization of his or her potential as an effective citizen. Heritage Academy employees, in fulfilling responsibilities in the community, shall cooperate with parents and others to improve the public schools of the community.

Professional Ethical Conduct, Practices, and Performance

- **Standard 1.1:** An employee shall not intentionally, knowingly, or recklessly engage in deceptive practices regarding official policies of Heritage Academy, an educator preparation program, the TEA, or the SBEC and its certification process.
- **Standard 1.2:** An employee shall not knowingly misappropriate, divert, or use monies, personnel, property, or equipment committed to his or her charge for personal gain or advantage.
- **Standard 1.3:** An employee shall not submit fraudulent requests for reimbursement, expenses, or pay.
- **Standard 1.4:** An employee shall not use institutional or professional privileges for personal or partisan advantage.
- **Standard 1.5:** An employee 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.
- **Standard 1.6:** An employee shall not falsify records, or direct or coerce others to do so.
- **Standard 1.7:** An employee shall comply with state regulations, written local school board policies, and other state and federal laws.
- **Standard 1.8:** An employee shall apply for, accept, offer, or assign a position or a responsibility on the basis of professional qualifications.
- **Standard 1.9:** An employee shall not make threats of violence against school employees, members of the Board of Directors, students, or parents of students.
- **Standard 1.10:** An employee shall be of good moral character and be worthy to instruct or supervise the youth of this state, as applicable.

- Standard 1.11: An employee shall not intentionally or knowingly misrepresent his or her employment history, criminal history, and/or disciplinary record when applying for subsequent employment.
- Standard 1.12: An employee shall refrain from the illegal use, abuse, or distribution of controlled substances, prescription drugs, and toxic inhalants.
- Standard 1.13: An employee shall not be under the influence of alcohol or consume alcoholic beverages on school property or during school activities when students are present.

Ethical Conduct Toward Professional Colleagues

- Standard 2.1: An employee shall not reveal confidential health or personnel information concerning colleagues unless disclosure serves lawful professional purposes or is required by law.
- Standard 2.2: An employee shall not harm others by knowingly making false statements about a colleague or the school system.
- Standard 2.3: An employee shall adhere to written local school board policies and state and federal laws regarding the hiring, evaluation, and dismissal of personnel.
- Standard 2.4: An employee shall not interfere with a colleague's exercise of political, professional, or citizenship rights and responsibilities.
- Standard 2.5: An employee 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.
- Standard 2.6: An employee shall not use coercive means or promise of special treatment in order to influence professional decisions or colleagues.
- Standard 2.7: An employee 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.
- Standard 2.8: An employee shall not intentionally or knowingly subject a colleague to sexual harassment.

Ethical Conduct Toward Students

- Standard 3.1: An employee shall not reveal confidential information concerning students unless disclosure serves lawful professional purposes or is required by law.
- Standard 3.2: An employee 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.
- Standard 3.3: An employee shall not intentionally, knowingly, or recklessly misrepresent facts regarding a student.
- Standard 3.4: An employee 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.
- Standard 3.5: An employee shall not intentionally, knowingly, or recklessly engage in physical mistreatment, neglect, or abuse of a student or minor.

- Standard 3.6: An employee shall not solicit or engage in sexual conduct or a romantic relationship with a student or minor.
- Standard 3.7: An employee shall not furnish alcohol or illegal/unauthorized drugs to any person under 21 years of age unless the employee is a parent or guardian of that child or knowingly allow any person under 21 years of age unless the employee is a parent or guardian of that child to consume alcohol or illegal/unauthorized drugs in the presence of the educator.
- Standard 3.8: An employee shall maintain appropriate professional employee-student relationships and boundaries based on a reasonably prudent employee standard.
- Standard 3.9: An employee 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 employee attempted to conceal the communication;
 - Whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;
 - Whether the communication was sexually explicit; and
 - Whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, preferences, or fantasies of either the employee or the student.

Zero Tolerance for Cheating on State Assessments

Heritage Academy adheres to a “Zero Tolerance” Policy regarding cheating in the administration of State Student Assessments. Any employee found to have engaged in such behavior will be subject to immediate termination of employment. Heritage Academy will also follow all TEA guidelines with respect to reporting assessment irregularities.

Unacceptable Employee Conduct

Employees are expected to follow all laws, policies, regulations, terms, and conditions of employment and directives of Heritage Academy. Heritage Academy expects its employees to act in a mature, professional, and responsible manner. The following is a non-exclusive list of prohibited employee conduct. Employees who engage in any conduct listed below are subject to disciplinary action, up to and including termination. This is not intended to be a complete list, and it does not alter the contractual or at-will employment relationship between employees and Heritage Academy.

1. Abuse, including but not limited to sexual abuse, of a student.
2. Behaviors that interfere with a student’s safety or cause an unsafe environment.

3. Corporal punishment (meaning the infliction of physical pain by hitting, paddling, spanking, slapping, or any other physical force used as a means of discipline) or verbal abuse of students, or the use of profanity or other language that is intended to belittle or degrade a student.
4. Dishonest, immoral, or illegal conduct while on duty and/or on school property that would tend to bring discredit to Heritage Academy.
5. Dishonesty, falsification or misrepresentation on an application for employment or other work records; falsifying reasons for leave of absence or other data requested by Heritage Academy and/or alteration of Heritage Academy's records or documents.
6. Disrupting the work environment.
7. Engaging in or soliciting a romantic, sexual, or otherwise inappropriate relationship with a student, regardless of whether the relationship is consensual.
8. Engaging in an act of sabotage; willful or with negligence causing the destruction or damage of Heritage Academy property, or the property of fellow employees, volunteers, contractors, or visitors, in any manner.
9. Engaging in discrimination, harassment, or retaliation in any form.
10. Engaging in inappropriate electronic communications with students.
11. Engaging in malicious gossip, spreading rumors, or otherwise engaging in behavior designed to create discord and lack of harmony or otherwise interfere with the job performance of fellow employees or service providers.
12. Engaging in rudeness, disrespectful, or unprofessional behavior toward parents and school contractors or vendors.
13. Excessive absenteeism or tardiness.
14. Failure to report child abuse or neglect as required by Chapter 261 of the Texas Family Code.
15. Fighting or threatening violence toward anyone on Heritage Academy property or when representing Heritage Academy, including "horseplay" or provoking a fight between others.
16. Giving to other schools, organizations, or persons information made confidential by law and/or proprietary Heritage Academy information that is obtained from Heritage Academy's files or records in the course of employment.
17. Giving to other schools, organizations, or persons information relating to Heritage Academy employees and/or students that is obtained from Heritage Academy's files or records in the course of employment.
18. Insubordination or other disrespectful conduct (including refusal to follow the lawful directives of a supervisor or the Superintendent).
19. Negligence or any careless action that endangers the life or safety of another person, or damages or destroys property of Heritage Academy.
20. Possession of firearms, weapons or explosives on Heritage Academy property, while on duty or while representing Heritage Academy.
21. Smoking in prohibited areas, including the use of vaping devices.
22. Theft of school-owned property or the property of fellow employees, students, contractors or visitors.
23. Threatening, intimidating or coercing fellow employees on or off Heritage Academy property, at any time, for any reason.

24. Unauthorized possession or removal of any Heritage Academy property, including documents, from the premises without prior permission from a supervisor;
25. Unauthorized use of Heritage Academy equipment or property, including using such equipment for personal use or profit.
26. Unsatisfactory performance or conduct.
27. Use, possession, sale of, or being under the influence of a controlled substance, alcohol, or tobacco, or abusing a prescription drug, while at work or otherwise representing Heritage Academy.
28. Violations of Heritage Academy's expectations for employee conduct, or as otherwise distributed to employees by Heritage Academy. Additionally, employees must adhere to the Professional Code of Ethics and Standard Practices for Texas Educators as set forth at 19 Tex. Admin. Code § 247.2.
29. Violation of the rules affecting the health and safety of students and the efforts of Heritage Academy to operate efficiently and effectively.

Fraud, Dishonesty, and False Statements

No employee or applicant may ever falsify any application, medical history record, student paperwork, employee paperwork, time sheet, time card, investigative questionnaires or any other document. Any employee found to have engaged in résumé fraud, or who made material misrepresentations or omissions on their employment application, may be subject to immediate termination of employment. Any employee found to have failed to disclose essential information regarding their employment history will be subject to disciplinary action, up to and including termination of employment. Violations of this policy should be immediately reported to the appropriate supervisor.

Insubordination

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

In the event a supervisor directs an employee to perform an illegal or immoral act/task, the employee should immediately notify the Campus Leadership and/or HR.

Safety

Heritage Academy has developed and promotes a comprehensive program to ensure the safety of its employees, students, and visitors. The safety program includes guidelines and procedures for responding to emergencies and activities to help reduce the frequency of accidents and injuries. Heritage Academy employees must comply with the following requirements:

- observe all safety rules,

- keep work areas clean and orderly at all times,
- immediately report all accidents to their supervisor, and
- operate only equipment or machines for which they have training and authorization.

Employees with questions or concerns relating to safety programs and issues can contact the Risk Management Department.

Searches

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

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

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

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

Locked Storage Areas

If an employee uses a locker or other storage area at work, including a locking desk drawer or locking cabinet, Heritage Academy will either: (1) furnish the lock and keep a copy of the key or combination, or (2) allow the employee to furnish a personal lock, but the employee must give Heritage Academy a copy of the key or combination. Locked storage areas may be searched at any time, with or without the employee being present.

Workplace Violence Prevention

Heritage Academy is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, Heritage Academy has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other hazardous devices or substances are prohibited from the premises of Heritage Academy without a written authorization from the Chief Executive Officer.

Conduct that threatens, intimidates, or coerces another employee, a student, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's race, color, religion, sex, national origin, age, disability, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to Campus Leadership or any other appropriate Heritage Academy official. This includes threats by employees, as well as threats by students, vendors, solicitors, or other members of the public. When reporting a threat of violence, employees should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to Campus Leadership. Employees should not place themselves in peril.

Heritage Academy will promptly and thoroughly investigate all reports of threats of (or actual) violence and suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. To maintain workplace safety and the integrity of its investigation, Heritage Academy may suspend employees, either with or without pay, pending completion of the investigation.

Anyone determined to handle threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination

of employment. Heritage Academy encourages employees to bring their disputes or differences with other employees to the attention of Campus Leadership before the situation escalates into potential violence. Heritage Academy is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.

Visitors in the Workplace

Visitors are welcome and should enter Heritage Academy locations at the main entrance. All visitors must check in at the front desk and produce a U.S. federal or state-issued photo ID. The person they are visiting will be contacted. An ID scan will be performed for all visitors and a visitor sticker should be visible to identify the person as an authorized visitor to the building. Only after the visitor is accompanied by a Heritage Academy employee will they be admitted past the badge access entrance.

Regardless of the frequency of visits, relationship to Heritage Academy employees, or common knowledge as to who the visitor is, there will be no exceptions made when it comes to requiring all visitors to be escorted through a badge access entrance by a Heritage Academy employee and accompanied while in the building.

Employees are responsible for the conduct and safety of their visitors and should escort them from the building upon conclusion of the visit. Other than bathroom breaks, visitors should be in the presence of a Heritage Academy employee for the entirety of the visit.

Employees who enter the building without a Heritage Academy badge and are not recognized as an employee by the front desk attendant will be subject to the same procedures put in place for any other visitors needing to gain access past a badge access entrance. Verification of employment must be confirmed before access is granted.

If an unauthorized individual is observed on Heritage Academy premises, employees should escort the individual to the main entrance so they can be checked in or notify their supervisor if necessary.

Visits to individual classrooms during instructional time are permitted only with approval of Campus Leadership and teacher, and such visits are not permitted if their duration or frequency interferes with the delivery of instruction or disrupts the normal school environment.

Alcohol and Drug-Free Workplace Requirements

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

DRUG-FREE WORKPLACE NOTICE

Heritage Academy explicitly prohibits:

- The unlawful manufacture, distribution, dispensation, possession, or use of narcotics or other illegal drugs, alcohol, or prescription medications without a prescription on Heritage Academy premises or while attending a school-sponsored or school-related activity.
- Being impaired or under the influence of legal or illegal drugs or alcohol away from school property, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk Heritage Academy's reputation.
- Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from Heritage Academy property, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk Heritage Academy's reputation.
- The presence of any detectable amount of prohibited substances in the employee's system while at work, on Heritage Academy property, or while attending a school-sponsored or school-related activity. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.

Employees who violate this policy shall be subject to disciplinary sanctions, which may include:

- Referral to drug and alcohol counseling or rehabilitation programs;
- Referral to employee assistance programs;
- Termination from employment; and/or
- Referral to appropriate law enforcement officials for prosecution.

As a condition of employment with Heritage Academy, each employee shall abide by the terms of the requirements and prohibitions set out in this statement and shall notify Heritage Academy of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. Within 30 days of receiving such notice, Heritage Academy shall either (1) take appropriate personnel action against the employee, up to and including termination; or (2) require the employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law enforcement agency, or other appropriate agency.

In addition, Heritage Academy will conduct drug and/or alcohol testing under any of the following circumstances:

- *For-Cause Testing:* Heritage Academy may ask an employee to submit to a drug and/or alcohol test at any time it has reason to suspect that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's

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

- *Post-Accident Testing:* Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. This includes not only the employee who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.
- *Pre-Employment Testing:* Heritage Academy may perform pre-employment drug or alcohol testing after an offer of employment is made and accepted.

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

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

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

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

Employees with questions or concerns relating to alcohol and drug policies and related educational material should contact sgarcia@heritageacademy.net in Human Resources.

Tobacco Use and E-Cigarettes

State law prohibits smoking, using tobacco products, or e-cigarettes on all school-owned property and at school-related or school-sanctioned activities, on or off school property. This includes all buildings, playground areas, parking facilities, and facilities used for athletics and other activities. Drivers of school-owned vehicles are prohibited from smoking, using tobacco products, or e-cigarettes while inside the vehicle. Notices stating that smoking is prohibited by

law and punishable by a fine are displayed in prominent places in the school building. Any violation of this policy may result in immediate termination.

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

All personnel shall enforce this policy on Heritage Academy property.

Possession of Firearms and Weapons

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

Employee Arrests and Convictions

An employee must notify HR within three (3) calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication (including deferred adjudication) of any felony, any offense involving moral turpitude, and any of the other offenses listed below:

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

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

The requirement to report a criminal history after employment begins shall not apply to minor traffic offenses. However, a first offense of DWI or DUI must be reported if the employee drives

or operates (or is authorized to do so) a Heritage Academy vehicle or other mobile equipment. Failure to timely report may result in disciplinary action, up to and including termination.

Conviction may not be an automatic basis for termination, unless the conviction makes an employee ineligible for employment in a Texas public school. Heritage Academy shall consider the following factors (or other appropriate considerations as deemed by Heritage Academy) in determining what action, if any, should be taken against an employee who is convicted of a crime during employment:

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

Video Surveillance

Heritage Academy reserves the right to conduct surveillance in its facilities. Therefore, employees are on notice that they should have no expectation of personal privacy while at work and are subject to surveillance, including parking lots.

Telework or Remote Employment

A Heritage Academy employee may work remotely only with the prior written approval from his or her supervisor. Heritage Academy reserves the right to revoke, suspend or otherwise alter an employee's ability to work remotely at any time.

Working remotely does not alter the at-will employment arrangement and Heritage Academy may terminate or modify the remote work arrangement at any time for any reason. The general policies and procedures of Heritage Academy shall apply to a remote employment arrangement.

Telework or remote employees are expected to participate (by phone or otherwise as required) in Heritage Academy staff meetings, training and other Heritage Academy sponsored programs to the same extent as other Heritage Academy employees.

Heritage Academy may supply a teleworking employee with a laptop, and other hardware or software necessary for the employee to perform his or duties from a remote location. Heritage Academy will assume the costs of providing, and will maintain ownership of the laptop, hardware, software and any other Heritage Academy-issued equipment. Heritage Academy will provide and assume the cost of the technical support (remotely by phone or email only) for the Heritage Academy-issued computer equipment, software and related hardware it provides a remote employee. Remote employees are expected to furnish, at the employee's own cost and expense, their own office space, equipment, telephone, connectivity, furniture and other supplies unless Heritage Academy otherwise expressly agrees in advance in writing.

Heritage Academy's general or property insurance does not extend to an employee's home or any remote location outside of a Heritage Academy office from which a teleworking employee may perform Heritage Academy work. Teleworking employees are responsible for procuring homeowner or renter insurance necessary to cover the remote working arrangement. As a remote employee, the employee shall designate a work- area of the home. Heritage Academy's worker's compensation insurance plan shall apply for work-related injuries and accidents that occur during an employee's Heritage Academy workday only (not any other employment) and in your designated work area only. This coverage does not extend to other areas of the home, outside of the home, or to family members, visitors and others in the home, even if the accident or injury occurs in the designated work area.

It is the employee's responsibility to assess tax implications related to working remotely and Heritage Academy does not offer guidance on tax issues. Heritage Academy shall not have any responsibility or liability for any state or federal income tax implications due to an employee working remotely in another state.

Heritage Academy's reimbursement policies for business travel and expenses apply to Heritage Academy remote employees in the same manner as Heritage Academy employees that do not work remotely. Heritage Academy shall not reimburse an employee working remotely for any expense related to travel from the remote work location to the Heritage Academy office or a Heritage Academy meeting, event or program unless approved in writing by an employee's supervisor, and the employee is required to be physically present at the meeting.

Working remotely from any location does not change the conditions of employment or requisite compliance with Heritage Academy policies and procedures. Human resource, and technology support functions, payroll processing, administering benefits, network access and data storage occur at Heritage Academy's place of business located in Schertz, Texas and not in any other jurisdiction. The relationship between Heritage Academy and any employee working remotely, including but not limited to any dispute arising while or from an employee telecommuting remotely, shall be governed by the laws of the state of Texas without regard to any conflict of law principles, and any employee working remotely agrees to submit to the personal and exclusion jurisdiction of the courts located within Bexar County, Texas.

Expense and Travel Reimbursement

Before an employee incurs any travel expense, the employee's supervisor and appropriate Heritage Academy official must give approval. For approved travel, employees will be reimbursed for mileage and travel expenditures according to the current rate schedule authorized by the Board of Directors. Employees must submit receipts to be reimbursed for travel expenses other than mileage. Employees will not be reimbursed for travel to and from the workplace.

Corporal Punishment

No employee or agent of Heritage Academy shall inflict corporal punishment upon a student in an effort to reform unacceptable conduct or as a consequence for unacceptable conduct.

Prohibition of Discrimination, Harassment, and Retaliation

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

Prohibited discrimination or harassment is defined as unwelcome conduct that is based on race, color, religion, sex (including pregnancy) or gender, national origin, age (40 or older), disability, or genetic information. Harassment becomes unlawful where:

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

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

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

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

Retaliation

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

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

Reporting Procedures

An employee who believes that he or she has experienced prohibited discrimination or harassment, retaliation, or believes that another employee has experienced such prohibited conduct, should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor or Principal, or to the appropriate Compliance Coordinator designated in this Handbook.

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

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

Heritage Academy's procedure for reporting and investigating sexual harassment is found in the next section of this Handbook.

Conducting the Investigation

Heritage Academy recognizes all official complaints as a serious matter and will follow through with an appropriate and timely investigation of the allegations. All complaints will be investigated. Heritage Academy's investigation may be conducted by the Compliance Coordinator or designee, or by a third party designated by Heritage Academy, such as an attorney. At no time will employees who file a complaint be required or allowed to handle the problem themselves.

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

To the greatest extent possible, Heritage Academy will respect the confidentiality of the complainant, persons against whom a report is filed, and witnesses. The purpose of this is to maintain impartiality to the extent possible. Both the complaining individual and the alleged harasser have equal privacy rights under the law. However, limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

Corrective Action

Heritage Academy will take prompt, effective action to end any harassment and to deter future harassment. After all the circumstances of the complaint, including responses of the alleged perpetrator and witnesses, have been documented, a determination will be made as to whether or not discrimination or harassment has occurred. Prompt corrective action, if warranted, will follow immediately. This may include discipline or termination of the perpetrator or the complainant in the case that a falsified and malicious complaint was discovered and

substantiated. The complainant and other persons directly involved will be provided notice of Heritage Academy's disposition in the matter.

Either the complaining employee or the alleged harasser has the right to appeal the determination of the investigation to the Board of Directors if he or she indicates so in writing, and delivers the appeal to the Superintendent within ten calendar days of the determination.

Heritage Academy accepts no liability for harassment of one employee by another employee. The individual who makes unwelcome advances, threatens or in any other way harasses another employee is personally liable for such actions and their consequences.

Sexual Harassment Prohibited

Heritage Academy prohibits discrimination on the basis of sex, including sexual harassment, by an employee, volunteer, or student.

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

1. A school employee conditioning the provision of aid, benefit, or service on a student'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 Heritage Academy's educational programs or activities;
3. Sexual assault, dating violence, domestic violence, or stalking (as those offenses are defined in the Clery Act, 20 U.S.C. § 1092(f), and the Violence Against Women Act, 34 U.S.C. § 12291(a)).

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

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

General Definitions

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

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

A “formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that Heritage Academy investigate the allegation of sexual harassment.

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

Reporting Sexual Harassment

Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by email, using the contact information listed for the Title IX Coordinator in Section 2.1 of this Handbook, or by any other means that results in the Title IX Coordinator receiving the person’s verbal or written report. Such a report may be made at any time, including during non-business hours, by using the telephone number or email address, or by mail to the office address, listed for the Title IX Coordinator.

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

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

Notice of Allegations

Upon receipt of a formal complaint, Heritage Academy must provide the following written notice to the parties who are known:

- Notice of Heritage Academy’s grievance process, including any informal resolution process.
- Notice of the allegations of sexual harassment, including, to the extent known, the identity of the parties, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident.

- Notice that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made known at the conclusion of the grievance process.
- Notice that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney.
- Notice that the parties may inspect and review evidence related to the complaint.
- Notice that Heritage Academy prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

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

Grievance Process

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

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

- Heritage Academy will require an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence – and credibility determinations may not be based on a person’s status as a complainant, respondent, or witness.
- Any individual designated by Heritage Academy as a Title IX Coordinator, investigator, decision-maker, or to facilitate an informal resolution process must not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or responsible. Heritage Academy will ensure that Title IX Coordinators, investigators, decision-makers, and anyone who facilitates an informal resolution process receive appropriate training related to the requirements of Title IX and Heritage Academy’s sexual harassment policy.
- Heritage Academy recognizes a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process.
- Heritage Academy shall attempt to complete an investigation of reported sexual harassment within 45 days of receiving a complaint. However, the investigation process may be delayed or extended for a limited time for good cause with written notice to the complainant and the respondent of the delay or extension. Good cause may include considerations such as absence of a party, a party’s advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.
- Students found to have engaged in sexual harassment are subject to disciplinary action as outlined in the Student Code of Conduct.
- Heritage Academy shall employ the preponderance of the evidence or the clear and

convincing evidence standard to determine responsibility when reviewing formal complaints.

- Heritage Academy may not require, allow, rely upon, or otherwise use questions of evidence that constitute, or seek disclosure, of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

Consolidating Formal Complaints

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

Dismissal of Formal Complaints

Heritage Academy must investigate the allegations in a formal complaint.

Heritage Academy must dismiss a formal complaint if the conduct alleged in the formal complaint:

- Would not constitute sexual harassment, even if proved;
- Did not occur in Heritage Academy's education program or activity; or
- Did not occur against a person in the United States.

Heritage Academy may dismiss a formal complaint or any allegations therein if, at any time during the investigation:

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

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

Investigating Formal Complaints

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

- Heritage Academy will ensure the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on Heritage Academy and not on the parties.
- Heritage Academy cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other

recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless Heritage Academy receives that party's voluntary, written consent to do so.

- Heritage Academy will provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.
- Heritage Academy will not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.
- Heritage Academy will provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisory of their choice, and not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding. Heritage Academy may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties.
- Heritage Academy will provide to a party whose participation is invited or expected written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings with sufficient time for the party to prepare to participate.
- Heritage Academy will provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the recipient does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation.
- Prior to completing an investigative report, Heritage Academy must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 days to submit a written response, which the investigator will consider prior to completing the investigative report.
- Heritage Academy must create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to a determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for review and written response.
- After sending the investigative report to the parties and before reaching a determination of responsibility, the decision-maker(s) must afford each party the opportunity to submit written relevant questions that a party wants asked of any witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

Determination Regarding Responsibility

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

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

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

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

Appeals

Heritage Academy will offer both parties an appeal from a determination regarding responsibility, and from Heritage Academy's dismissal of a formal complaint or any allegations therein, on the following bases:

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

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

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

A party who is dissatisfied with the appeal decision may file an appeal to the Board of Directors through the process outlined in Heritage Academy's grievance procedures.

Emergency Removals

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

Informal Resolution

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

Prior to facilitating an informal resolution process, Heritage Academy must:

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

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

Retaliation Prohibited

Neither Heritage Academy nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege

secured by Title IX, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation or proceeding under this policy.

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

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

Confidentiality

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

Non-Sexual Harassment Sex Discrimination

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

Prohibited Discrimination, Harassment, and Retaliation Against Students

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

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

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

Sexual Harassment of Students

Sexual harassment of students includes any unwelcome verbal or physical sexual advances, including but not limited to engaging in sexually oriented conversations; making comments about a student's potential sexual performance; requesting details of a student's sexual history;

requesting a date, sexual contact, or any activity intended for the sexual gratification of the employee; engaging in conversations regarding the sexual problems, preferences, or fantasies of either party; inappropriate hugging, kissing, or excessive touching; suggestions that a romantic relationship is desired after the student graduates, including post-graduation plans for dating or marriage; telephoning or texting students at home or elsewhere to solicit unwelcome social relationships; physical contact that would reasonably be construed as sexual in nature; threatening or enticing students to engage in sexual behavior in exchange for grades or other school-related benefit; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct when the conduct affects the student's ability to participate in or benefit from a program or activity; or conduct of a sexual nature that creates an intimidating, threatening, hostile or offensive educational environment.

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

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

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

Student Welfare: Child Abuse and Neglect Reporting

Any Heritage 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 or other maltreatment by any person shall immediately make a report as required by law.

If a professional (i.e., teachers, nurses, doctors, day-care employees, or other mandatory reporters) has cause to believe that a child has been or may be abused, maltreated or neglected, that person shall make a report within 48 hours after the person first suspects the abuse or neglect. The person 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 TEA (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 Principal 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. Heritage Academy will fully cooperate with all official investigations of abuse or neglect.

Heritage Academy 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.

In addition to the duty to report described above, a person or professional shall make a report if he or she has cause to believe that an adult was a victim of abuse or neglect as a child and the person or professional determines in good faith that disclosure of the information is necessary to protect the health and safety of another child. Such a report must be made within 48 hours, and the duty to make a report cannot be delegated.

Bullying

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

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

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

Heritage Academy's anti-bullying policy applies to:

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

Any employee or student who believes that he or she may have experienced or witnessed bullying should immediately report the alleged acts to the Principal or designee.

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

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

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

The Principal or designee shall determine whether the allegations in the report, if proven, would constitute prohibited discrimination or harassment, and if so, proceed with an investigation under Heritage Academy's anti-discrimination and harassment policy instead. The Principal or designee shall conduct an appropriate investigation based on the allegations in the report, and

shall take prompt interim action calculated to prevent bullying during the course of an investigation, if appropriate.

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

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

Training Regarding Abuse, Sex Trafficking and Maltreatment of Children

Heritage Academy shall provide training for all new and existing employees on awareness of issues regarding sexual abuse, sex trafficking, and other maltreatment of children, including prevention techniques for and recognition of sexual abuse and all other maltreatment of children, including those children with significant cognitive disabilities.

Employees must be aware of any warning signs that could indicate a child may have been or is being sexually abused or otherwise maltreated. Sexual abuse in the Texas Family Code is defined as any sexual conduct harmful to a child's mental, emotional, or physical welfare as well as a failure to make a reasonable effort to prevent sexual conduct with a child. Maltreatment is defined as abuse or neglect. Anyone who suspects that a child has been or may be abused or neglected has a legal responsibility under state law for reporting the suspected abuse or neglect to law enforcement or to DFPS. Employees are required to follow the procedures described above in Reporting Suspected Child Abuse and Neglect.

Computer Technician Reports of Child Pornography

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

Except in a case of willful or wanton misconduct, a computer technician may not be civilly liable for reporting or failing to report the discovery of an image. A computer technician who

intentionally fails to report an image may be subject to criminal prosecution along with termination from employment.

Non-Fraternization

While Heritage Academy encourages amicable relationships between members of management and their subordinates, it recognizes that involvement in a romantic relationship may compromise or create a perception that compromises the involved parties' ability to perform their job(s). Any involvement of a romantic nature between any Heritage Academy employee or agent and anyone he or she supervises, either directly or indirectly, is prohibited. Employees may apply for assignment to a different department, however there is no guarantee of selection. Violation of this policy may lead to corrective action, including termination of employment.

Solicitation

To ensure a productive and harmonious work environment, persons not employed by Heritage Academy may not solicit or distribute literature in the workplace at any time for any purpose. If employees have a message of interest to the workplace, they may submit it to Campus Leadership for approval.

Fraud and Financial Impropriety

All employees should act with integrity and diligence in duties involving Heritage Academy's financial resources. Heritage Academy prohibits fraud and financial impropriety, as defined below. Fraud and financial impropriety include the following:

- forgery or unauthorized alteration of any document or account belonging to Heritage Academy;
- misappropriation of funds, securities, supplies, or other Heritage Academy assets, including employee time;
- impropriety in the handling of money or reporting of Heritage Academy financial transactions;
- profiteering as a result of insider knowledge of Heritage Academy information or activities;
- unauthorized disclosure of confidential or proprietary information to outside parties;
- unauthorized disclosure of investment activities engaged in or contemplated by Heritage Academy;
- accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to Heritage Academy;
- destroying, removing, or inappropriately using records, furniture, fixtures, or equipment;
- failing to provide financial records required by state or local entities;
- failure to disclose conflicts of interest as required by policy; and
- any other dishonest acts regarding the finances of Heritage Academy.

Any person who suspects fraud or financial impropriety shall report the suspicions immediately to any supervisor, the Campus Leadership, the Board President, or local law enforcement.

Reports of suspected fraud or financial impropriety will be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with law. All employees involved in an investigation shall be advised to keep information about the investigation confidential.

Neither the Board of Directors nor any Heritage Academy employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety.

If an employee is found to have committed fraud or financial impropriety, the Campus Leadership or designee or the Board of Directors shall take or recommend appropriate disciplinary action, which may include termination of employment and, when circumstances warrant, referral to appropriate law enforcement or regulatory authorities.

Reporting Crime/Texas Whistleblower Act

The Texas Whistleblower Act (“TWA”) protects employees who make good faith reports of violations of law by Heritage Academy to an appropriate law enforcement authority. Heritage Academy is prohibited from suspending, terminating the employment of, or taking other adverse employment action against, an employee who makes a report under the Act. State law also provides employees with the right to report a crime witnessed at a Heritage Academy school to any peace officer with authority to investigate the crime.

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

Following receipt of a whistleblower complaint, HR will conduct an investigation and issue a written response to the complaint. An employee who is dissatisfied with the outcome of the investigation may file an appeal to the Board of Directors through the Complaints and Grievances Process described in beginning at Level Four.

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

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

Conflict of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. Heritage Academy's framework is guided by applicable state and federal law governing conflicts of interest and nepotism applicable to Texas open-enrollment charter schools and nonprofit tax-exempt organizations. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of Heritage Academy's business dealings and operations. If employees have any influence on transactions involving purchases, contracts or leases, it is imperative that they disclose the potential conflict to their immediate supervisor or HR, as soon as possible.

No "presumption of guilt" is created by the mere existence of a relationship with an employee, contractor or vendor that may be a potential conflict of interest. However, if employees have any influence on transactions involving purchases, contracts or leases, it is imperative that they disclose to their immediate supervisor or the Superintendent, as soon as possible, the existence of any actual or potential conflict of interest, so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership interest in a business or firm with which Heritage Academy does business, but also when an employee or relative receives any benefit, including but not limited to a kick-back, bribe, substantial gift, or special consideration, as a result of any transaction or business dealings involving Heritage Academy.

An employee with a substantial interest in a business entity or interest in real property must disclose the interest to Heritage Academy prior to the award of a contract or authorization of payment. This is done by filing an affidavit with the Superintendent. An employee is also considered to have substantial interest if a close family member (e.g., spouse, parent, child, or spouse's parent or child) has a substantial interest.

Gifts and Favors

Employees may not accept gifts or favors that could influence, or be construed to influence, the employee's assigned duties.

Copyrighted Materials/Intellectual Property

Employees are expected to comply with the provisions of federal copyright law relating to the unauthorized use, reproduction, distribution, performance, or display of copyrighted materials (i.e., printed material, videos, computer data and programs, etc.). Electronic media, including

motion pictures and other audiovisual works, are to be used in the classroom for instructional purposes only. Duplications are to be used in the classroom for educational purposes only. Duplication or backup of computer programs and data must be made within the provisions of the purchase agreement.

Employees acknowledge and understand that the entire right, title and interest of any and all writings, works and other creations that they may prepare, create, write, initiate or otherwise develop as part of their efforts while employed by Heritage Academy shall be considered the property of Heritage Academy. This includes, but is not limited to, the development of a curriculum. These works will be “works for hire” and shall be the sole and exclusive property of Heritage Academy, including any copyright, patent or trademark or application thereof. Employees hereby assign and transfer to Heritage Academy all right, title and interest in such works and creations, including without limitation, all patent, trademark and copyright rights that now exist or may exist in the future. Employees further agree that at any reasonable time upon request, and without further compensation or limitation, they will execute and deliver any and all papers, applications or instruments that in Heritage Academy’s opinion may be necessary or desirable to secure the Heritage Academy’s full enjoyment of all right, title interest and properties herein assigned. Employees agree not to charge the school for use of their copyrighted, trademarked and patented material.

Proprietary Information

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

Non-Disclosure

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

- Curriculum systems,
- Instructional programs,
- Curriculum solutions,
- Student course work,
- Compensation data,
- Computer processes,
- Computer programs and codes,
- New materials research,

- Pending projects and proposals,
- Proprietary production processes,
- Research and development strategies,
- Technological data, and
- Technological prototypes.

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

Textbook and Materials Acquisition

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

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

Associations and Political Activities

Heritage Academy will not directly or indirectly discourage employees from participating in political affairs or require any employee to join any group, club, committee, organization, or association. Employees may join or refuse to join any professional association or organization.

Use of Heritage Academy resources, including work time, for non-Heritage Academy activities, including political activities, is prohibited.

Use of Telephones

School Phones

The time spent on personal calls should be limited to keep phone lines available for incoming business calls. Employees may be required to reimburse Heritage Academy for any charges resulting from their personal use of the telephone.

Cell Phones

Employees are not permitted to use cell phones during instructional time or while otherwise supervising students, except for emergencies. This prohibition extends to any use of a cell phone, including but not limited to conversations, texting, games, browsing social media or the internet, etc. Phone should be off or set to receive silent messages.

Attendance and Punctuality

To maintain a safe and productive work environment, Heritage Academy expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and Heritage Academy. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their manager/supervisor as soon as possible in advance of the anticipated tardiness or absence. Heritage Academy may request a medical certificate or other supporting documents for absences and tardies. Excessive absenteeism, tardiness, and leaving work prior to the designated time constitute grounds for disciplinary action, up to and including termination of employment.

Notice of Unexpected Absence

When employees who have not given advance notice find that they cannot report for work, they are required to notify their supervisor within the first working hour each day of the absence. Notification to an employee other than the appropriate supervisor is insufficient.

Failure to Give Notice/Job Abandonment

Failure to provide notification of an absence to a supervisor for three (3) consecutive working days (unless prevented by circumstances beyond the employee's control) shall be considered to be a voluntary resignation and job abandonment.

Computer and E-mail Usage

Heritage Academy computer systems, networks, and any configuration of hardware and software comprise Heritage Academy's technology resources. Heritage Academy reserves the right to monitor all technology resources activities.

Heritage Academy electronic communications systems, including access to the Internet, are to be used for authorized administrative and instructional purposes only. Electronic mail transmissions and other use of the technology resources are not confidential and can be monitored at any time to ensure appropriate use. There exists no right to privacy and contents are subject to review and to open record requests. Failure to follow Heritage Academy policies and procedures may lead to disciplinary action up to and including termination.

Computer equipment is provided to Heritage Academy employees subject to the following conditions:

- No additional software will be installed unless approved by the Superintendent or designee.
- Lost, stolen, or damaged equipment may be replaced at the employee's expense.

- All terminating Heritage Academy employees must return all Heritage Academy equipment. An employee's failure to return equipment in good working order may result in a payroll deduction for the purchase price of the equipment.
- Employees must provide unlimited access to a Heritage Academy computer when requested by Instructional Technology Staff.
- Employees should not use another employee's password, access a file, or retrieve any stored communication without authorization.

Heritage Academy strives to maintain a workplace free of harassment. Therefore, Heritage Academy prohibits the use of computers and the e-mail system in ways that are disruptive, offensive to others, or harmful to morale. For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

E-mail may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

Heritage Academy purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, Heritage Academy does not have the right to reproduce such software for use on more than one computer.

Employees should notify their supervisor upon learning of violations of this policy. Employees who violate this policy may be subject to disciplinary action, up to and including termination of employment.

Internet Usage

Internet access is provided by Heritage Academy to assist employees in obtaining work-related data and technology. The following guidelines have been established to help ensure responsible and productive Internet usage.

All internet data that is composed, transmitted, or received via our computer communications systems is considered to be part of the official records of Heritage Academy and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the business information contained in internet e-mail messages and other transmissions is accurate, appropriate, ethical, and lawful.

Data that is composed, transmitted, accessed, or received via the internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Sending or posting messages or material that could damage the organization's image or reputation is prohibited.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if an employee did

not create material, does not own the rights to it, or has not received authorization for its use, it should not be put on the internet. Employees are also responsible for ensuring that the person sending any material over the internet has the appropriate distribution rights.

Internet users should take the necessary anti-virus precautions before downloading or copying any file from the internet. All downloaded files are to be checked for viruses; all compressed files are to be checked before and after decompression.

Abuse of the internet access provided by Heritage Academy in violation of law or Heritage Academy policies may result in disciplinary action, up to and including termination. Employees may also be held personally liable for any violations of this policy.

The following behaviors are examples of previously stated or additional actions and activities that are prohibited and can result in disciplinary action:

- sending or posting discriminatory, harassing, or threatening messages or images;
- copying, pirating, or downloading software and electronic files without permission;
- sending or posting messages or material that could damage the organization's image or reputation;
- participating in the viewing or exchange of pornography or obscene materials;
- sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities;
- passing off personal views as representing those of the organization;
- sending anonymous e-mail messages; and/or
- engaging in any other illegal activities.

Electronic Media – Acceptable Use

Electronic media includes all forms of social media, including all forms of telecommunications such as landlines, cell phones, and web-based or mobile based applications.

As role models for 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.

Employees may not post financial, confidential, sensitive or proprietary information about Heritage Academy, clients, employees or applicants.

Employees must use the following disclaimer if discussing any matter on social media that may be perceived to be a Heritage Academy matter or a job-related matter, *"The opinions expressed on this site are my own and do not necessarily represent the views of Heritage Academy."*

Heritage Academy may monitor content on the Internet. If an employee's use of electronic media violates state or federal law or Heritage Academy 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.

Electronic Communications with Students

“Electronic Communication” includes any communication facilitated by the use of any electronic device, including a cellular telephone, computer, computer network, personal data assistant, or pager, and includes e-mail, text message, instant message, and any communication made through an internet website, including a social media website or social networking website.

Employees shall not engage in inappropriate electronic communications with students. Employees should not “friend” students on their personal social media pages unless they have an appropriate out-of-school relationship with the student such as relatives, church, scouts, or other activity that would be appropriate for such informal communication. Employees may elect to not disclose to a student the employee’s personal telephone number or e-mail address.

Employees shall immediately notify the Campus Leadership or their designee concerning an incident in which a student engages in improper communications with an employee. A report should include a summary of the student’s communication, as well as the time, date, and method of communication.

Standard Electronic Mail Signature

In an effort to maintain consistency and professionalism, all Heritage Academy email users shall adhere to a common signature block when sending correspondence. The standard email signature should only include name/credentials, title, district/school, address, and phone number. Please contact your immediate supervisor for further clarification, if necessary.

Records Retention

Written and electronic documents concerning the official business of Heritage Academy constitute a public record that must be managed accordingly. It is the official policy of Heritage Academy that all records should be classified and retained according to the timelines established by law and promulgated in the Texas State Library and Archives Commission Records Retention Schedules. The retention schedules may be viewed online at <https://www.tsl.texas.gov/slr/recordspubs/rrs4.html>. Heritage Academy has adopted Local Schedule GR and Local Schedule SD of the Texas State Library and Archives Commission for these purposes.

Records whose retention period has expired may not be destroyed if any litigation, claim, negotiation, audit, public information request, administrative review, or other action involving the record is initiated; its destruction shall not occur until the completion of the action and the resolution of all issues that arise from it.

Employees who do not comply with the record retention policies may be subject to reprimand and remedial measures. Additionally, violations of state laws regarding government records may be subject to individual criminal liability.

Public Relations/Media

The Board of Directors has designated the Chief Executive Officer as the official spokesperson for media questions and public relations. Any official statements from Heritage Academy to the media are to be handled through the Chief Executive Officer or designee only.

External Inquiries/Employee-Related Legal Matters

Employees should contact HR regarding all employee-related legal matters and external inquiries. This includes all inquiries, notices, or other communication from attorneys, prospective employers, government agencies or others regarding employees or former employees, whether verbal or written.

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

Employee Involvement

Employees are encouraged to attend Heritage Academy functions. Additionally, appropriate staff members must attend student related meetings and functions including, but not limited to, parent meetings and conferences, open houses, scheduled faculty/staff meetings, and ARD meetings. As part of Heritage Academy's planning and decision-making process, employees may either be asked or elected to serve on advisory committees.

Faculty/Staff Meetings

Employees are expected to attend regularly scheduled meetings whenever deemed necessary. Any absence from a meeting must have prior approval. An absent employee is expected to contact his or her supervisor for meeting details.

Key/Access Device Security

Key and access device security is important because of the nature and value of property on campus. Each employee is responsible for keys and/or access cards issued and losses must be reported immediately.

Keys or access devices may not be loaned or duplicated without approval from Campus Leadership. Employees are required to take all reasonable precautions with the keys issued, and all keys must be accounted for at all times.

Personal Appearance

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image Heritage Academy presents to customers and visitors.

During business hours or when representing Heritage Academy, employees are expected to present a clean, neat, and tasteful appearance. Employees should dress and groom themselves according to the requirements of their position and accepted dress code. **Campus Leadership is responsible for establishing a reasonable dress code appropriate to the job each employee performs.** Employees should consult their Campus Leader if they have questions regarding what constitutes appropriate appearance. When necessary, reasonable accommodations may be made to persons with a disability or a unique medical situation. Without unduly restricting individual tastes, the following personal appearance guidelines should be followed:

- Tank tops, tube tops, halter-tops, see-through clothing, or shorts may not be worn under any circumstances.
- Dresses or skirts should be of a modest length and fit (no more than two inches above the bend of the knee).
- Extremely sloppy or torn clothing will not be permitted.
- Mustaches and beards must be clean, well-trimmed, and neat.
- Hairstyles are expected to be in good taste and present an appropriate professional appearance.
- Body piercings, with visible jewelry or jewelry that can be seen through or under clothing, must not be worn during business hours. Tongue rings are also prohibited.

Employees are allowed to dress more casually on Fridays to include jeans (must be clean, free of rips, tears, fraying and may not be excessively tight or revealing), with the exception of any Friday the location may be expecting special guests.

While it is inevitable that there will be differences regarding the appropriateness of dress and grooming, the final determination will be in the judgment of the Campus Leader. An employee who does not comply with the dress code is subject to disciplinary action, up to and including termination of employment.

GENERAL INFORMATION

Reassignments

All employees are subject to assignment and reassignment by the Chief Executive Officer or designee when the Chief Executive Officer determines it is in the best interest of Heritage Academy. Reassignment is a transfer to another position, department, or facility. Campus reassignments must be coordinated with both the Campus Leaders at the current and receiving campuses, as well as HR. Extracurricular or supplemental duty assignments may be reassigned at any time. Unless specifically approved by the Chief Executive Officer or designee, no additional compensation shall be provided for a reassignment or any additional or supplemental duties.

Transfers

Full-time and part-time regular employees who have worked in their department for at least one (1) year are eligible to apply for a transfer or promotion, unless the transfer is requested by their immediate supervisor.

An employee must first notify HR of their intent to request a transfer. HR will make sure the employee is qualified for the position before moving forward with the transfer process. HR will then talk to the appropriate parties and facilitate the process.

Campus Workload and Work Schedules

Professional Employees

Professional and administrative employees are exempt from overtime pay and are employed on a 12-month basis, according to the work schedules set by Heritage Academy. A school calendar is adopted each year designating the work schedule for teachers and all school holidays.

Employee work schedules and hours may be rescheduled by Heritage Academy as necessary to conduct Heritage Academy business.

Professional school personnel shall occasionally be required to work additional days and hours to complete those tasks associated with their positions, including but not limited to campus staff meetings, parent student conferences, professional training, student accelerated rehabilitative disposition meetings, student meetings and open houses, etc.

Paraprofessional and Auxiliary Employees

Support employees will receive notification of the required work schedule for their respective positions at the beginning of each school year (or when employed).

Employee work schedules and hours may be rescheduled by Heritage Academy as necessary to conduct Heritage Academy business.

Paraprofessional and auxiliary employees are not exempt from overtime and are not authorized to work in excess of their assigned schedule without prior approval from their supervisor.

Health Safety Trainings

Certain employees (i.e., physical education teachers and coaches) who are involved in physical activities for students must maintain and submit to the Director of Health Services proof of current certification in first aid, cardiopulmonary resuscitation (CPR), and the use of an automated external defibrillator (AED). Certification must be issued by the American Red Cross, the American Heart Association, or another organization that provides equivalent training and certification. Employees subject to this requirement must submit their certification to the Director of Health Services at the start of each school year and each time the employee is recertified.

Nurses and employees with regular contact with students must complete a Texas Education Agency approved online training regarding seizure disorder awareness, recognition, and related first aid.

Outside Employment, Activities and Tutoring

Employees should not be engaged in outside employment or activities that presents a conflict of interest with his or her employment with Heritage Academy. A conflict of interest exists if the outside employment or activities directly interferes with the employee's performance, or if it has an adverse impact on Heritage Academy. For purposes of this prohibition, "employment" includes employment with another organization, consulting as an independent contractor, or self-employment. All employees will be judged by the same performance standards and will be subject to Heritage Academy scheduling demands, regardless of any existing outside work or activities requirements.

If Heritage Academy determines that an employee's outside work or activities interferes with performance or the ability to meet the requirements of Heritage Academy as they are modified from time to time, the employee may be asked to terminate the outside employment or stop the activity if he or she wishes to remain with Heritage Academy.

Employees who wish to accept outside employment for profit or engage in activities that present a conflict of interest must submit a written request to their supervisor. The request for outside employment will be forwarded to HR for approval by the Chief Executive Officer or designee and based on whether outside employment interferes with the duties of the regular assignment. Outside employment or outside activities is not to interfere in any way with the efficient performance of duties.

Teachers are not allowed to tutor their students privately for pay.

Performance Evaluation

Evaluation of an employee's job performance should be a continual process that focuses on professional development. Performance evaluation is based on an 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. Evaluations will be completed on forms approved by Heritage Academy. All employees will receive a copy of their evaluation, have a performance discussion with their manager/supervisor, and have the opportunity to respond to the evaluation.

Driving

In order to promote the safety of students, volunteers, and employees, as well as the safety of the general public, it is Heritage Academy's policy that employees who wish to drive a school vehicle and/or a personal vehicle on Heritage Academy business must meet certain eligibility criteria before being authorized by Heritage Academy to drive said vehicle(s).

Definitions

Authorized Employee: As used in this policy, "authorized employee" means an employee who has been authorized by Heritage Academy to drive a school vehicle and/or a personal vehicle.

Personal Vehicle: As used in this policy, "personal vehicle" refers to any vehicle (including a non-street worthy vehicle, e.g., all-terrain vehicle, golf-cart style utility vehicle, etc.) which is: (1) owned, leased, or rented by someone other than a Heritage Academy employee, *and* (2) driven for Heritage Academy/school-related business. As such, the definition for "personal vehicle" encompasses both ownership and use.

School Vehicle: As used in this Policy, "school vehicle" means a vehicle (including a non-street worthy vehicle, e.g., all-terrain vehicle, golf-cart style utility vehicle, etc.) which is owned, leased, or rented by Heritage Academy, regardless of the purpose for which the vehicle is being driven.

Purpose

Heritage Academy has implemented this policy to improve compliance with statutory requirements and to minimize legal liability and risks by ensuring that Heritage Academy's guidelines are in effect and are applied on a consistent and comparable basis. It shall be the policy of Heritage Academy to review at least annually the driving records of all authorized employees. Any employee who does not have a valid driver's license, is not insurable, or is otherwise not eligible to drive pursuant to this policy will be prohibited from driving either a School Vehicle or a personal vehicle. The driving record review will include assessment of compliance with state and federal driving requirements; review of state motor vehicle records, including all violations regardless of whether they occurred in School Vehicles or personal vehicles, on or off duty, and/or review of Heritage Academy motor vehicle accident records. Any employee who is

required to drive a school vehicle and/or a personal vehicle in the performance of job duties but who is not eligible to drive as determined by Heritage Academy may be reassigned, the employee's wages may be adjusted to commensurate with the duties to be performed, and/or the employee may be subject to disciplinary action up to and including termination.

Notification

Authorized employees must notify the HR department of certain events that may affect their eligibility to drive a school vehicle and/or a personal vehicle. After being notified of such an event, Heritage Academy makes the determination on whether to suspend, remove, or allow the employee to continue driving school vehicles and/or personal vehicles. The documentation for the decision made must be kept in each respective employee file. An employee who fails to comply with this section shall be subject to disciplinary action up to and including termination.

- Any moving citation or conviction must be reported to HR in writing within seven (7) working days of receiving the citation or conviction.
- A suspended, revoked, or canceled driver's license must be reported to HR in writing before the end of the working day following the day the employee receives notice regarding the infraction.
- All traffic accidents must be reported to HR in writing immediately.
- Requests to change vehicle class (i.e., type of vehicle they drive) must be reported to HR in writing immediately. Heritage Academy will make a determination on whether to: (1) initiate another Motor Vehicle background search, and/or (2) approve the change in vehicle class. Under no circumstances is an employee authorized to drive a vehicle that is not in the vehicle class for which he or she has approval.

Cell Phone Use

Employees shall avoid cell phone use while driving a school vehicle and/or a personal vehicle. Texting while driving is illegal in the state of Texas.

Seat Belts

Employees and all passengers in a school vehicle and/or personal vehicle shall wear seat belts at all times while the vehicle is moving.

Responsibility for Violations

An employee is personally responsible for any traffic violations.

Driving Eligibility Criteria

Heritage Academy will determine an employee's driving eligibility based on insurability as determined by the insurance carrier, Department of Transportation ("DOT") correspondence, state motor vehicle records and/or Heritage Academy driving records. Before an employee is authorized to drive a school vehicle and/or a personal vehicle, he or she must meet the following requirements:

1. Have a valid Texas Driver's License;
2. Be at least 21 years of age;

3. Not have received any alcohol or drug-related convictions within the past ten years;
4. Not have received more than one moving violation in the past 12 months or more than three in the past 36 months.

An employee with an alcohol or drug-related citation will not be eligible to drive until the citation results in a dismissal or a finding of not guilty. It is the responsibility of the employee to provide written documentation to the HR verifying that a citation has resulted in a finding of not guilty or a dismissal.

An employee responsible for any vehicle accident occurring on Heritage Academy's' property that is not subject to police jurisdiction that results in bodily injury or property damage shall have recorded on their Heritage Academy driving record the equivalent of a motor vehicle record moving violation.

1. If driving a personal vehicle, employee must have insurance coverage with a minimum of
 - \$30,000 per person / \$60,000 per occurrence for bodily injury,
 - \$25,000 property damage per occurrence,
 - \$3,000 per person for medical payment, and
2. If driving a personal vehicle, it must be safe and in good working order, have as many passenger seat belts as passengers, and have a current registration and inspection.

Records

Heritage Academy shall maintain the driving records of all authorized employees. The driving records shall be reviewed at least annually. The records shall include, but not be limited to: (1) all correspondence, documents, and records received; (2) all employee vehicle accidents occurring on private or Heritage Academy property which are not subject to the jurisdiction of the police; and (3) any other records deemed important. These records must be kept in accordance with the Records Retention Schedule. Once HR has reviewed any confidential consumer information collected to comply with this policy, it will dispose of that information in an appropriate manner as required by Texas Education Code Section 22.08391.

Employment Status

The employment status of an employee, which is required to drive and is determined to be ineligible to drive, will be determined on a case-by-case basis according to the needs of Heritage Academy. Such determination will be made by the Chief Executive Officer.

Loss of Driving Privilege

An authorized employee, who is determined to be ineligible to drive, will lose the privilege to drive. Reauthorization of driving privileges will be determined on a case-by-case basis in accordance with the provisions of this policy.

Authorizing or Permitting the Operation of a Motor Vehicle to Another

This policy is written so that only those employees who have been cleared through the Motor Vehicle background check process can drive school vehicles and/or personal vehicles. No employee shall authorize or permit a school vehicle and/or a personal vehicle to be driven by any person who has not been cleared through the motor vehicle background check. If any employee is found in violation of this regulation, the employee will lose driving privileges for a period to be determined by Heritage Academy and will be subject to written disciplinary action up to and including termination of employment. If a volunteer is found in violation of this regulation, the volunteer will lose driving privileges for a period to be determined by Heritage Academy.

Use of School Vehicles

Employees are not authorized to drive school vehicles when not on official Heritage Academy related business. If said employee is found in violation of this regulation, the employee will lose driving privileges for a period to be determined by Heritage Academy and will be subject to written disciplinary action up to and including termination of employment.

Inclement Weather

Every employee's safety and well-being is of the utmost importance. Thus, each employee is strongly encouraged to use their best judgement in determining whether it is safe to travel to work should the Administrative Offices remain open during inclement weather.

Heritage Academy may close schools because of bad weather or emergency conditions. When such conditions exist, the Superintendent will make the official decision concerning the closing. Affected employees will be notified of the decision to close the school based on inclement weather by 6:30 a.m.

Emergencies

All employees should be familiar with the safety procedures for responding to a medical emergency and the evacuation diagrams posted in their work areas. Emergency drills will be conducted to familiarize employees and students with safety and evacuation procedures. Each campus is equipped with an automatic external defibrillator. Fire extinguishers are located throughout all Heritage Academy buildings. Employees should know the location of these devices and procedures for their use.

Employee Communications

Heritage Academy's main method of communication with employees is through the Heritage Academy email system. Through this system, Heritage Academy distributes information to employees regarding important issues, concerns, administrative regulations, changes in policies and procedures, and other relevant news. Employees are to check their e-mail daily.

No-Recording

No employee may record, by any means, conversation(s) with students, parents, or fellow employees unless all of the following criteria are met:

A legitimate purpose for the recording.

A recording device in plain view.

A written authorization from the manager/supervisor of the employee who wishes to record the conversation. Such an authorization must be provided to HR prior to the date the recording would occur.

Employment of Relatives

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

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

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

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

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

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

First Degree: Parent/Child

Second Degree: Grandparent/Grandchild/Sibling

Third Degree: Great-Grandparent/Great-Grandchild/Aunt/Uncle/Niece/Nephew

Unemployment Compensation Insurance

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

Notice of Reasonable Assurance of Employment Following a Scheduled School Break

Because Heritage Academy provides its employees with scheduled breaks—such as summer, winter, and spring vacation periods—and because employees with “reasonable assurance” of employment following a scheduled break will not be entitled to unemployment compensation benefits during that break, Heritage Academy provides its employees with this Notice of Reasonable Assurance that they will remain employed following scheduled breaks.

Such notice of reasonable assurance is not intended, and should not be construed, to alter the at-will nature of each employee’s continued employment with Heritage Academy. Employment with Heritage Academy remains on an “at-will” basis, even during a scheduled school break (see “Disclaimer of Employment Contract”). As such, both the employee and Heritage Academy retain their respective rights to sever the employment relationship at-will, at any time, with or without notice or cause during a schedule school break or at any other time.

Recycling

All Heritage Academy locations are encouraged to initiate a recycling program in order to promote environmental awareness and reduce excess waste. Employees may contact HR or their local city/town offices for more information on how to begin a program for their location or department.

Volunteerism

Heritage Academy employees are encouraged to give back to their community through volunteer efforts. With the approval of their Campus Leadership, employees may work flexible hours to utilize vacation leave days to receive compensation on regular work days in which they volunteer. Employees may contact HR for suggestions on how and where to volunteer within the community.

Personal Property

Heritage Academy recognizes that employees may desire to display mementos pertaining to their families or bring other personal items to work. Heritage Academy takes no responsibility for the safekeeping of these items. However, should any such personal property be stolen, employees should report the incident to their supervisor. The following guidelines should be observed:

- Safety comes first. No object can interfere with job safety as determined by Campus Leadership.
- Nothing can be displayed that is derogatory (in the opinion of Campus Leadership) to any person or system of beliefs, or that is considered sexually offensive under the reasonable person standard.
- Objects that are inappropriate (in the opinion of Campus Leadership) or that hinders work efforts will not be allowed and must be removed upon request.

Heritage Academy Property

All employees are responsible for taking proper care of Heritage Academy property, including vehicles, buildings, furnishings, equipment, tools and supplies. Heritage Academy property must remain on the premises at all times unless approved in advance by Campus Leadership or other appropriate administrator.

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

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

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

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

Asbestos Management Plan

Heritage Academy is committed to providing a safe environment for employees. An accredited management planner has developed an asbestos management plan for school facilities. A copy of Heritage Academy's management plan is available for inspection during normal business hours by contacting the Vice President of Operations.

COMPLAINTS AND GRIEVANCES

Overview

The purpose of this policy is to secure, at the lowest possible administrative level, prompt and equitable resolution of employee complaints and/or concerns. Usually, employee complaints can be resolved by an informal conference with the employee's supervisor. For those complaints that cannot be handled informally, Heritage Academy has adopted the following grievance policy.

This policy establishes an orderly process for the prompt and equitable resolution of grievances when a concern has not been resolved. The Board of Directors intends that, whenever feasible, grievances be resolved at the lowest possible administrative level. This policy shall not be construed to restrict or create new or additional rights beyond those granted by policy or law.

Complaints regarding certain topics are addressed by specific policies or other documents that modify this complaint process or require an alternative process.

Neither the Board of Directors nor the administration shall unlawfully retaliate against any employee for bringing a grievance under this policy.

An employee's legal right to present a grievance is satisfied at each level when someone in a position of authority hears the employee's concern; however, that authority is under no legal obligation to take action to rectify the matter.

Guidelines for Employee Complaints and Grievances

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

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

The term “day” shall mean business days, unless otherwise defined in this grievance policy. In calculating timelines under these procedures, the day a document is filed is “day zero,” and all deadlines shall be determined by counting the following school business day as “day one.”

Filing Complaints

All notices and documentation required under this policy shall be delivered as follows:

By mail:

Heritage Academy
Employee Grievance
Attn: HR Department
6013 Fountainwood Drive
San Antonio, TX 78233

By e-mail:

sgarcia@heritageacademy.net

Subject heading should read “Employee Grievance.”

By fax:

(210) 566-7195

Subject heading should read “Employee Grievance.”

In person:

Heritage Academy
6013 Fountainwood Drive
San Antonio, TX 78233

For purposes of calculating deadlines, hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication / fax shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication / fax. Mail filing shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling Conferences

Heritage Academy will make reasonable attempts to schedule conferences at a mutually agreeable time. If the employee fails to appear at a scheduled conference, Heritage Academy may hold the conference and issue a decision in the employee’s absence.

Response

At Levels One and Two, “response” shall mean a written communication to the employee from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the employee’s e-mail address of record, or sent by U.S. Mail to the

employee's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

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

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

Representative

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

Consolidating Complaints

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

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

Untimely Filings

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

Costs Incurred

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

Complaint and Appeal Forms

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

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

employee unless the employee did not know the documents existed before the Level One conference.

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

Complaint Process

Level One: Level One complaint forms must be filed with HR within five (5) days of the time the employee knew, or should have known, of the event or series of events about which the employee is complaining. If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the Level One complaint form. Copies of any documents that support the complaint should be attached to the complaint form. If the employee does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted unless the employee did not know the documents existed before the Level One conference. A complaint form that is incomplete in any way may be dismissed, but may be re-filed with all the requested information if the re-filing is within the designated time for filing a complaint.

The HR department will assign someone to hear the complaint; that individual shall hold a conference with the employee within five (5) days of the request. Absent extenuating circumstances, or if there is a need to gather additional information, the individual assigned to hear the complaint shall provide the employee with a written response within five days following the conference. The written response will set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint. The Level One conference may be held via telephone, face to face, or video conference at the discretion of the person assigned to hear the complaint. The five (5) day time frame for holding the Level One conference may be extended if mutually agreed to by both the employee and the person assigned to hear the Level I complaint.

Following the Level One conference, but within ten (10) business days of receipt of written complaint form, the complainant shall be provided a response to the complaint. The announcement of a decision in the employee's presence shall constitute communication of the decision.

Level Two: If the employee did not receive the relief requested at Level One or if the time for a response has expired, or if the employee is directed to do so by Heritage Academy, the employee may request a conference with the Vice President of Operations or designee to appeal. The appeal notice must be filed in writing, on a form provided by Heritage Academy, within five days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal the Level One administrator will prepare and forward a record of the Level One complaint to the Level Two administrator.

The Vice President of Operations or designee will schedule a conference within five days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. Vice President of Operations or designee may set reasonable time limits for the conference.

The Vice President of Operations or designee shall provide the employee a written response within five days following the conference. The written response will set forth the basis of the decision. In reaching a decision, the Vice President of Operations or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Level Three:

If the outcome of Level Two is not to the employee's satisfaction or the time for a response has expired, the employee may appeal the Level Two decision to the Chief Executive Officer by filing the appeal notice in writing on a form provided by Heritage Academy. The appeal notice must include a copy of the Level One complaint, a copy of the Level Two appeal notice, a copy of the Level One and Level Two decisions being appealed (if applicable), and a copy of any documents presented at the Level One and Level Two conferences.

The appeal notice must be postmarked or received by HR within five (5) days following receipt of a response or, if no response is received, within five days of the response deadline. The grievance will be considered closed.

The Chief Executive Officer or designee shall hold a conference with the employee within ten (10) days of the appeal notice. The 10-day timeframe for holding the Level Three conference may be extended if mutually agreed to by both the employee and the Chief Executive Officer or designee. The Level Three conference may be held via telephone or video conference at the discretion of the Chief Executive Officer.

The Chief Executive Officer or designee shall have seven (7) days following the Level Three conference within which to respond. The announcement of a decision in the employee's presence shall constitute communication of the decision. If the employee did not receive the relief requested at Level Two or if the time for a response has expired, or if the employee is directed to do so by Heritage Academy, the employee may request a conference with the Chief Executive Officer or designee to appeal. The appeal notice must be filed in writing, on a form provided by Heritage Academy, within five days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Chief Executive Officer or designee will schedule a conference within five days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at

Level One and Level Two. The Chief Executive Officer or designee may set reasonable time limits for the conference.

The Chief Executive Officer or designee shall provide the employee a written response within five days following the conference. The written response will set forth the basis of the decision. In reaching a decision, the Chief Executive Officer or designee may consider the Level One and Level Two records, information provided at the Level One and Level Two conference, and any other relevant documents or information the Chief Executive Officer or designee believes will help resolve the complaint.

Level Four: If the employee did not receive the relief requested at Level Three or if the time for a response has expired, the employee may appeal the decision to the Board of Directors. The appeal notice must be filed in writing, on a form provided by Heritage Academy, within ten days of the date of the written Level Three response or, if no response was received, within ten days of the Level Three response deadline.

The Chief Executive Officer or designee shall inform the employee of the date, time, and place of the Board meeting at which the complaint will be on the agenda for consideration by the Board. The Board of Directors will consider the grievance and may, at its discretion, require the appearance of the employee and administration.

The Board of Directors will determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. Generally, complaints involving the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the employee bringing the complaint may be heard by the Board of Directors in a closed meeting. Complaints involving a complaint or grievance against another Heritage Academy employee, director, or officer shall be heard in a closed meeting unless an open meeting is requested in writing by the employee, director, or officer against whom the complaint or grievance is brought.

After considering the appeal, the Board of Directors may subsequently take action or no action. If the Board of Directors takes action, it may make and communicate its decision orally or in writing at any time up to and including the next regularly scheduled Board of Directors meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Three (or the most recent administrative response to the complaint). A decision by the Board of Directors, if any, is final and may not be appealed.

STUDENT ISSUES

Equal Educational Opportunities

Heritage Academy, as an equal opportunity educational provider and employer, does not discriminate on the basis of race, color, religion, sex, national origin, disability, and/or age in educational programs or activities that it operates and in compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Individuals with Disabilities Education Act, and the Age Discrimination Act of 1975, as amended, as well as Board Policy not to discriminate in such a manner (not all prohibited bases apply to all programs).

Questions or concerns about discrimination of students based on race, color, religion, sex, national origin, disability, or any other basis prohibited by law should be directed to the Director of Special Education.

Student Records

Student records are confidential and are protected from unauthorized inspection or use. Employees should take precautions to maintain the confidentiality of all student records. The following people are the only people who generally have access to a student's record:

- All parents of students under 18 unless parental rights have been legally terminated and a copy of the court order has been given terminating parental rights,
- the student (if 18 or older or emancipated by a court), and
- school officials with legitimate educational interests.

The Parent/Student Handbook provides parents and students with detailed information on student records. Parents or students who want to review student records should be directed to Campus Leadership for assistance.

Parent and Student Complaints

In an effort to hear and resolve parent and student complaints in a timely manner and at the lowest administrative level possible, the Board has adopted an orderly process for handling complaints on different issues. Any school can provide parents and students with information on filing a complaint.

Parents are encouraged to discuss problems or complaints with the teachers or Campus Leadership at any time. Parents and students with complaints that cannot be resolved should be directed to Campus Leadership. The formal complaint process provides parents and students with an opportunity to be heard up to the Board if they are dissatisfied with Campus Leadership's response.

Administering Medication to Students

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

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

In certain emergency situations, Heritage Academy employees may administer a nonprescription medication to a student, but only in accordance with the guidelines developed by the school’s medical advisor. Parental consent is not required for the administration of nonprescription medication on an emergency basis under this policy, but all efforts should be made to obtain consent as much as possible. Be advised, a parent or guardian may provide written notice to a campus principal or designee if conditions exist in which their child should not receive epinephrine or an opioid antagonist medication.

Contact Campus Leadership for information on procedures that must be followed when administering medication to students.

Psychotropic Drugs and Psychiatric Evaluations or Examinations

No Heritage Academy employee may:

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

“Psychotropic drug” means a substance that is used in the diagnosis, treatment, or prevention of a disease or as a component of a medication intended to have an altering effect on perception, emotion, or behavior.

Student Conduct and Discipline

Students are expected to follow the classroom rules, school rules, and rules listed in the Parent/Student Handbook and Student Code of Conduct. Teachers and Campus Leadership are responsible for taking disciplinary action based on a range of discipline management procedures that have been adopted by the Board. Other employees that have concerns about a particular student’s conduct should contact the classroom teacher or Campus Leadership.

END OF EMPLOYMENT

Overview

End of employment is a part of human resource activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment ends:

- Resignation: voluntary employment termination initiated by an employee.
- Discharge: involuntary employment termination initiated by the organization.
- Layoff: involuntary employment termination initiated by the organization for non-disciplinary reasons.
- Retirement: voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

Final Paycheck

Employees will receive their final pay in accordance with applicable state law. Resigning employees who provide and fulfill two weeks’ notice of resignation will receive pay for earned but unused vacation, but will not receive pay for unused sick leave. Employees who have used more sick leave than they have earned will have the cost of unearned sick leave deducted from their final paycheck in accordance with applicable law.

COBRA

Heritage Academy will mail separating employees information regarding their rights and how to continue their health benefits through COBRA.

Resignation

Employees may resign their positions at any time. A written notice of resignation should be submitted to HR and Campus Leadership at least two weeks prior to the effective date. Employees are encouraged to include the reasons for leaving in the letter of resignation but are not required to do so. If an employee does not provide advance notice as requested, the employee will be considered ineligible for rehire.

Employees are expected to perform their normal duties and maintain required attendance during this two week period. During this period, generally, time off requests will not be granted.

Discharge

Employment with Heritage Academy is on an “at-will” basis. This means that Heritage Academy may terminate the employment relationship at will, at any time, with or without notice, warning or cause; upon separation from employment, all Heritage Academy property in the employee’s possession or control must be returned to his or her supervisor. Failure to return Heritage Academy property constitutes theft of public property and will be reported to law enforcement.

Court-Ordered Withholding: Heritage Academy is required to report the termination of employees that are under court order or writ of withholding for child support or spousal maintenance to the court and the individual receiving the report (Texas Family Code 8.210, 158.211). Notice of (i) termination of employment not later than the seventh (7th) day after the date of termination; (ii) Employee’s last known address; and (iii) Name and address of new employer, if known, must be sent to the court and support recipient.

Surrender of Public Information Upon Discharge: Prior to or upon separation from employment with Heritage Academy, each employee, as part of his or her exit procedures, shall transfer any and all information relating to Heritage Academy official business that is on a private device, server or account (i.e. personal cell phone, personal email, social media applications or other web—based applications or programs) and is in the employee’s possession, custody or control to (as instructed by HR): (1) a designated Heritage Academy account; or (2) to the Heritage Academy Public Information Officer at rdavison@heritageacademy.net.

Upon request by a Heritage Academy Public Information Officer and in the manner directed by the Public Information Officer, a former employee must surrender or return any information subject to the PIA that is located on a privately-owned device and is in the employee’s possession, custody or control within ten (10) calendar days of the request.

Texas Teacher Retirement System

All employees employed on a regular basis for at least one-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 can purchase a year of creditable service. TRS provides

members with an annual statement of their account showing all deposits and the total account balance for the year ending August 31, as well as an estimate of their retirement benefits.

Employees who plan to retire under TRS should notify the HR Department as soon as possible. Information on the application procedures for TRS benefits is available from TRS. Inquiries should be addressed to:

Teacher Retirement System of Texas
1000 Red River Street
Austin, Texas 78701-2698
Phone - Toll Free: (800) 223-8778
Phone: (512) 397-6400

TRS information, including forms, is also available on the Web at www.trs.state.tx.us.

Withdrawal of TRS Deposits

Employees who have ended employment and wish to withdraw their Teacher Retirement System (“TRS”) deposits should complete the TRS form 6, “Application for Refund”. This form is available on the TRS website **Error! Hyperlink reference not valid.** under employee forms. This form must be completed by the former employee, and sent to TRS at the address on the form. The Payroll Department will certify the employee TRS account information electronically after being notified by TRS.

Exit Interviews and Procedures

Exit interviews may be conducted by an HR representative. Employees separating voluntarily will be asked to either schedule a call/visit with an HR representative or complete an online employee exit survey. This survey provides Heritage Academy with helpful feedback relative to the staff member’s employment experience. Candid input is valued. At the conclusion of the survey, employees will also be asked to provide a forwarding address and phone number.

All Heritage Academy keys, books, phones, computers, property, and equipment must be returned upon separation from employment. Heritage Academy may deduct the cost of any unreturned items from the final paycheck.

Reporting Educator Misconduct

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

1. That an educator, applicant for, or holder of an educator’s certificate has a reported criminal history, and Heritage Academy learned of the criminal record by means other than the criminal history clearinghouse established by the TDPS.

2. That an educator or certificate holder was terminated and there is evidence that the educator:
 - a. Abused or otherwise committed an unlawful act with a student or minor;
 - b. Was involved in a romantic relationship or solicited or engaged in sexual conduct with a student or minor;
 - c. Possessed, transferred, sold, or distributed a controlled substance;
 - d. Illegally transferred, appropriated, or expended school property or funds;
 - e. Attempted by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle the individual to be employed in a position requiring such a certificate or permit or to receive additional compensation associated with a position; or
 - f. Committed a crime or any part of a crime while on school property or at a school-sponsored event.
3. That a certificate holder resigned and reasonable evidence supported a recommendation to terminate the individual because he or she committed one of the acts specified in paragraph 2 above.
4. That an educator engaged in conduct that violated the assessment instrument security procedures established by Education Code 39.0301.

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

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

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

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

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

Reporting Employee Misconduct (Non-Educators)

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

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

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

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

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

Heritage Academy
Employee Handbook
Acknowledgment of Receipt and Wage Deduction
Authorization Agreement

The Heritage Academy Employee Handbook (“Handbook”) contains important information about Heritage Academy, and I understand that I should consult HR regarding any questions not answered in this Handbook. I have entered into my employment relationship with Heritage Academy voluntarily, and understand that there is no specified length of employment. Accordingly, either Heritage Academy or I can terminate the relationship at will, at any time, with or without cause, and with or without advance notice.

I understand and agree that no person other than the Chief Executive Officer may enter into an employment agreement for any specified period of time, or make any agreement contrary to Heritage Academy’s stated employment-at-will policy, and that any such agreement will only be relied upon by me if it is in writing and signed by the Chief Executive Officer.

Since the information, policies, and benefits described in the Handbook are subject to change at any time, I acknowledge that revisions to the Handbook may occur, except to Heritage Academy's policy of employment-at-will. All such changes will generally be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the Chief Executive Officer of Heritage Academy has the ability to adopt any revisions to the policies in the Handbook.

Furthermore, I understand that the Handbook is neither a contract of employment nor a legally binding agreement. I have had an opportunity to read the Handbook, and I understand that I may ask my Campus Leadership or HR any questions I might have concerning the Handbook. I accept the terms of the Handbook. I also understand that it is my responsibility to comply with the policies contained in the Handbook, and any revisions made to it. I further agree that if I remain with Heritage Academy following any modifications to the Handbook, I thereby accept and agree to such changes.

I have been given access to an electronic copy of the current Employee Handbook. I understand that I am expected to read the entire current handbook. Additionally, I will be required to sign a copy of this Acknowledgement of Receipt.

I authorize Heritage Academy to deduct from my final paycheck any unearned personal leave, which Heritage Academy may advance me for my use.

Appendix – Forms

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Authorization for Criminal History Background Check

Texas Education Code section 22.083 authorizes an open-enrollment charter school to obtain the criminal history record of every applicant for employment or volunteer services with the school. Therefore, as part of your application process, please read and sign this form in the space provided below. Your signature is necessary for completion of the application process.

I, _____, hereby authorize Heritage Academy to investigate my background and qualifications for purposes of evaluating whether I am qualified for the position for which I am applying. I understand that Heritage Academy will utilize an outside firm or firms to assist it in checking such information, and I specifically authorize such an investigation by information services and outside entities of its choice. I also understand that I may withhold my permission and that in such a case, no investigation will be done, and my application for employment will not be processed further.

I understand that Heritage Academy is authorized to use any source including, but not limited to, consumer reporting agencies, private investigators, and law enforcement agencies. Furthermore, I authorize any of these agencies to release information to me or to Heritage Academy or its agent(s).

I also hereby acknowledge that I have received a notice that a report may be obtained for employment purposes if applicable. I understand that the information I am providing about age, sex, and ethnicity will not be used to determine my eligibility for employment or volunteer services, but will be used solely for the purpose of obtaining consumer information, including criminal history information. I further understand that information from my consumer report will not be used in violation of applicable Federal or State equal employment opportunity laws.

Signature of Applicant/Employee

Date

Applicant/Employee's Printed Name

Complete Criminal History Background Check Form on Next Page

2023–2024 Criminal History Background Check Form

Last Name:	
Maiden and/or Other Name:	
First Name:	
Middle Name:	
Driver’s License Number:	
State Issuing Driver’s License:	
Date of Birth (example 01/23/45):	
Social Security Number:	
Sex:	
Race:	
Current Street Address:	
City:	
State:	
Zip:	

List Where You Have Lived or Worked in the Last Five Years

City/Town	County	State	From	To

Disclosure and Authorization for Consumer Reporting Agency Reports

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

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

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

A summary of your rights under the FCRA is also included with this notice. Individuals may request more information about the nature and scope of any investigative consumer reports by contacting: sgarcia@heritageacademy.net in Human Resources department.

AUTHORIZATION

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

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

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

Applicant/Employee Signature: _____ Date: _____

Printed Name: _____ Date: _____

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

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

A Summary of Your Rights Under the Fair Credit Reporting Act

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

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

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

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

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

Consumers Have the Right To Obtain a Security Freeze

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

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

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

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

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

TYPE OF BUSINESS:	CONTACT:
<p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552</p> <p>b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act.</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Financial Protection (OCFP) Division of Consumer Compliance Policy and Outreach 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590</p>

4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., Suite 8200 Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357

Authorization for Prior Employer to Release Information

(Please read the following statements, sign below and return to Human Resources)

I, _____, hereby authorize my prior employer, _____, to release any and all information relating to my employment with them to Heritage Academy. I further release and hold harmless both Heritage Academy and my prior employer, _____ from any and all liability that may potentially result from the release and/or use of such information. I understand that any information released by my prior employer will be held in strictest confidence, that it will be viewed only by those involved in the hiring decision, and that neither I nor anyone else not so involved will have the right to see the information.

Signature of Applicant/Employee

Date

Applicant/Employee's Printed Name

Drug and/or Alcohol Testing Consent Form and Policy Acknowledgment Form

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

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

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

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

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

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

Signature of Employee

Date

Employee's Printed Name

Searches

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

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

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

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

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

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

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

Signature of Applicant/Employee

Date

Employee's Printed Name

Heritage Academy Representative

Date

Wage Deduction Authorization Agreement

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

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

exempt salaried employees will experience salary reductions only in units of a full day or week at a time, depending upon the exact nature of the absence, unless partial-day deductions are specifically allowed under federal law); and

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

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

Signature of Applicant/Employee

Date

Employee’s Printed

Heritage Academy Representative

Date

Wage Overpayment/Underpayment Policy

Heritage Academy takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck, and that employees are paid promptly on the scheduled paydays.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Human Resources department so that corrections can be made as quickly as possible. If the employee has been underpaid, Heritage Academy will pay the employee the difference as soon as possible. If the employee has been paid in excess of what he/she has earned, the employee will need to return the overpayment to Heritage Academy as soon as possible. No employee is entitled to retain any pay in excess of the amount he/she has earned according to the agreed-upon rate of pay. If a wage overpayment occurs, the overpayment will be regarded as an advance of future wages payable and will be deducted in whole or in part from the next available paycheck(s) until the overpaid amount has been fully repaid. Each employee will be expected to sign a wage deduction authorization agreement authorizing such a deduction.

I understand this policy and agree to its terms.

Signature of Applicant/Employee

Date

Employee's Printed Name

Texas Government Code § 552.024:
Public Access Option Form

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

	NO	PUBLIC ACCESS? YES
Home Address		
Home Telephone Number and/or Cell Phone number		
Social Security Number		
Emergency Contact Information		
Information that reveals whether you have family members		

 Signature of Employee

 Date

 Employee's Name – Printed