

# Academy of Accelerated Learning Inc. School District

A Texas Open-Enrollment Charter School District  
Since 1998

## Employee Policies and Procedures Handbook 2023-2024



Mr. Brandon Chandler  
Superintendent

[www.aalinc.org](http://www.aalinc.org)

Chimney Rock Campus \* 6025 Chimney Rock Rd., Houston, Texas 77081 \* Ph. 713.773.4776 \* Fax 713.666.2532  
Bellfort Campus \* 6711 Bellfort Ave., Houston, Texas 77087 \* Ph. 713.645.0336 \* Fax 713.640.2435  
Savoy Campus \* 5999 Savoy Dr. Houston, Texas 77036 \* Ph. 346.618-5665 \* Fax 713.838.9474  
District Office \* 5300 N. Braeswood Blvd., Ste 8, Houston, Texas 77096 \* Ph. 713.668.8237 \* Fax 713.838.9474

**Board of Directors**

**Mr. Percy Creuzot, President**

**Mr. James Douglas, Vice President**

**Mr. Isaac Ledesma, Secretary**

**Dr. Veda Brown, Member**

**Mr. Tommy Brooks, Member**

**District Administration**

**Mr. Brandon Chandler, Superintendent**

**Ms. Martha Bravo, Director of Operations**

TABLE OF CONTENTS

INTRODUCTORY STATEMENT..... 7

GENERAL PUBLIC POLICIES ..... 8

EQUAL EMPLOYMENT OPPORTUNITY ..... 9

PROMOTIONS AND TRANSFERS .....11

COMPENSATION .....12

PROBATIONARY and DISCIPLINARY PROCEDURES.....13

TERMINATION.....14

VOLUNTARY TERMINATIONS .....15

PERFORMANCE APPRAISALS.....16

EMPLOYEE CONDUCT .....17

TEXAS EDUCATORS’ CODE OF ETHICS .....17

PERSONAL USE OF ELECTRONIC COMMUNICATIONS.....19

USE OF ELECTRONIC MEDIA AND ELECTRONIC COMMUNICATIONS with STUDENTS .....20

HARASSMENT and DISCRIMINATION .....23

EMPLOYEE DRESS CODE.....24

TIME AND ATTENDANCE .....25

EMPLOYEE STATUS.....26

FACULTY AND STAFF MEETINGS .....28

MONTHLY FAMILY NIGHTS .....28

CULTURAL PROGRAMS AND OTHER STUDENT RELATED ACTIVITIES.....28

CAMPUS SAFETY AND CLEANLINESS.....28

COMPENSATORY TIME-OFF, WORK SCHEDULE and LUNCH TIME.....29

HOLIDAYS, VACATION AND PERSONAL/EMERGENCY LEAVE POLICY.....29

HOLIDAYS FOR NON-EXEMPT STAFF-12 months.....33

FAMILY AND MEDICAL LEAVE POLICY .....34

BEREAVEMENT LEAVE POLICY .....35

NEPOTISM .....35

EMPLOYEE HEALTH BENEFITS.....33

RETIMENT PLAN .....33

TRAVEL POLICY .....35

INCLEMENT WEATHER .....36

**SAFETY POLICY .....37**

**REPORTING CHILD ABUSE/CHILD NEGLECT.....37**

**NO WEAPONS POLICY .....37**

**NO SMOKING POLICY .....38**

**CONFLICT OF INTEREST AND CONFIDENTIALITY POLICY.....38**

**VIOLENCE IN THE WORKPLACE .....38**

**SUSPICIOUS BEHAVIOR.....38**

**AUDIO & VIDEO RECORDINGS .....38**

**WORKPLACE INVESTIGATIONS.....39**

**UPDATED/CURRENT EMPLOYEE INFORMATION .....39**

**PERSONAL USE OF COMPANY EQUIPMENT POLICY.....39**

**ABSENCE OF CONTROL POLICY.....39**

**NORMAL WORK AND PAY SCHEDULE.....40**

**PAYDAY INFORMATION .....40**

**PAY PERIODS AND SCHEDULE .....40**

**ACKNOWLEDGEMENT OF RECEIPT OF HANDBOOK.....41**

**EMPLOYEE DEDUCTIONS AUTHORIZATION .....42**

**SUBSTANCE ABUSE POLICY .....43**

**PERSONAL DATA INFORMATION.....44**

**PUBLIC ACCESS OPTION FORM.....45**

**AAL, INC. CONFIDENTIALITY AGREEMENT.....46**

## INTRODUCTORY STATEMENT

### **Policy**

This handbook is designed to acquaint you with policies and procedures adopted by the Board of Directors of the Academy of Accelerated Learning, Inc. Charter School for the 2023-2024 school year. It is designed to provide basic information concerning employment, working conditions, standards of conduct, retention policies, employee attendance policies, leave and vacation policies, discipline policies, employee benefit policies, miscellaneous school policy and procedures. This handbook is intended to inform all employees of the policies that were set by the Board of Directors and is used as a guide for operational standards only.

The information contained in this handbook is not all inclusive and there may be a need to revise portions of this handbook from time to time. Any substantial change or changes will be circulated to all employees before such changes become effective. Similarly, because some programs are funded by public monies, various changes in government regulations and budgeting matters also necessitate changes in the policies described herein. The ACADEMY OF ACCELERATED LEARNING, INC, also known as AAL, Inc. therefore, reserves the right to revise supplement, or rescind any policies or portions of this handbook at any time and without prior notice to employees.

### **Disclaimer**

This handbook does not create an employment contract. Employees are terminable at-will by the school. Similarly, employees may resign their positions without penalty. No individual board member or employee has the authority to alter any employee's at-will status or guarantee an employee's employment for a specific period of time, unless it is approved by the Board of Directors, is in writing, and is signed by both the employee and the President of the Board of Directors.

AAL reserves the right to amend or withdraw any or all provisions of this employee handbook at any time with or without notice.

### **Procedures**

Each employee will be provided with a copy of this handbook and the policies and procedures contained herein will be reviewed with staff members during the initial orientation.

The Board of Directors will review this Handbook on an annual basis and may recommend changes, deletions, and/or additions. AAL will notify staff members of changes to the Handbook if and when they are made.

**GENERAL PUBLIC POLICIES**

The Academy of Accelerated Learning, Inc. (AAL) is a service delivery organization chartered by The State Board of Education and the Texas Education Agency (TEA), to provide education to youth in grades PK-8. As such, AAL is customer-focused and recognizes that service is critical to the success of the organization. All employees are required to adhere to the under-mentioned procedures in providing services to customers or anyone who interacts with AAL, Inc.

**Procedures and Definitions**

Be friendly	Greet the general public politely and courteously;
Understand and empathize	To the general public's feelings and circumstances must be understood without criticism or judgment;
Be Fair	To the general public and treat all in a fairmanner;
Allow control	Encourage general public input to ensure, where appropriate, their impact on the way things turn out;
Provide Options/Alternatives	Provide a full range of programs and services including referrals to other programs and community organizations;
Provide Information	Direct public to appropriate personnel to provide information on policies, procedures, program goals/objectives, student responsibilities, etc.;
Maintain accurate and complete records on each student	Compile individual attendance records, discipline records, achievements records, etc. and report all information to the appropriate AAL administrator.

## EQUAL EMPLOYMENT OPPORTUNITY

### **Policy**

All employees and job applicants are guaranteed equality of employment opportunity. Essentially, this means that the employer will not discriminate against any worker or applicant on the basis of race, color, religion, sex, age, national origin, veteran status or disability.

### **Procedures and Definitions**

1. All recruitment, selection, placement, training and layoff decisions made by the organization's supervisors or managers, will be made without regard to sex, race, color, religion, age, national origin, disability or veteran status.
2. All employees who apply for promotion or transfer will be given equal consideration. Assuming that an opening exists, the qualifications of candidates for promotion or transfer will be assessed based on such factors as each individual's ability, merits (as demonstrated by the individual's performance record), and seniority where applicable.
3. All other personnel policies and practices of the organization, including compensation, benefits, discipline, safety and health programs as well as social and recreational activities, will be administered and conducted without regard to any individual's sex, race, color, religion, age, national origin, disability or veteran status.
4. AAL, Inc. will act to ensure that each employee's work environment is free of unlawful discrimination or harassment based on sex, race, religion, age, national origin, disability or veteran status.
5. AAL, Inc. will review its personnel practices and procedures to ensure that all supervisors and managers are adhering to the organization's commitment to EEOC (Equal Employment Opportunity Commission) principles.
6. Employees will not be subjected to retaliation by AAL, Inc.'s administrators and other personnel as a result of any employee complaint.

Employees who have Employment discrimination questions, problems or complaints should first communicate their concerns to their immediate supervisor. If they are dissatisfied with the supervisor's handling of the matter, they may pursue their complaint through the organization's formal dispute/resolution procedures.

In accordance with Title IX, the district does not discriminate on the basis of sex and is required not to discriminate on the basis of sex in its educational programs or activities. The requirement not to discriminate extends to employment. Inquiries about the application of Title IX may be referred to the district's Title IX coordinator, to the Assistant Secretary for Civil Rights of the Department of Education, or both.

The district designates and authorizes the following employee as the Title IX coordinator for employees to address concerns or inquiries regarding discrimination based on sex, including sexual harassment: Kayla Vaughn, District Facilitator, 5300 N. Braeswood, Ste 8 Houston, TX 77096, [kvaughn@aalinc.org](mailto:kvaughn@aalinc.org), (713)668-8237. Reports can be made at any time and by any person, including during non-business hours, by mail, email, or phone. During district business hours, reports may also be made in person.

**PERSONNEL SELECTION**

**Policy**

The Academy of Accelerated Learning, Inc. (AAL) selection procedures are designed to select the best qualified applicant for a vacant position while providing applicants equal opportunity and consideration for employment.

All steps of the selection process will be free from discrimination based on an individual's race, sex, color, religion, national origin, age, veteran status or disability. All steps of the selection process shall be in compliance with applicable law.

1. The usual steps in the selection process will include completion of an application form by the job seeker, an interview of the applicant by the administrative officers, personnel officers and testing where applicable. Application forms, interviews, test and reference checks will conform to the applicable federal, state, and local laws governing employee selection practices.
2. Administrators are responsible for properly administering selection procedures for vacant positions.
3. Each applicant will be required to submit a completed application and furnish a resume to the appropriate AAL administrator. A review of the job-related information supplied on AAL application forms will be considered in selecting applicants for further consideration, which generally consists of interviews and tests.
4. Interviews and tests are designed to produce objective, job-related information about an applicant's ability to successfully perform the essential functions of the vacant position. However, selection decisions will not be based solely on test scores or interview results. Applicants will also be judged on the basis of their job-related qualifications as demonstrated at all stages of the selection process.
5. An applicant will be required to supply the names and addresses of references, such as former employers, teachers or school officials, personal friends or business acquaintances. An applicant's references normally will be checked (by telephone or by mail), before any hiring decision is made.
6. All employment contracts shall be at-will employment with duration not to exceed the school year. If there is no written employment contract, the employment relationship is indefinite in duration.
7. Each potential employee will be required to authorize both a Criminal Background and Fingerprinting Check as well as to authorize annual reviews through the appropriate agency before they will be hired. No applicant can be hired or retained if their background check reveals any crime involving moral turpitude.
8. All applicants shall provide a pre-employment affidavit to AAL and shall fully disclose whether the applicant has ever been charged with, adjudicated for, or convicted of having an inappropriate relationship with a minor. An applicant's failure to disclose the required information is grounds for AAL to deny application for employment.



## **PROMOTIONS AND TRANSFERS**

### **Policy**

The goal of the organization's procedures is to identify workers who have the skills needed for advancement and to give qualified employees an opportunity to be considered for job openings.

### **Procedures and Definitions**

1. Employees already on the AAL payroll will normally be given the first consideration for job vacancies. However, AAL reserves the right to recruit outside candidates who have the skills or experience needed for certain positions.
2. The Administrator shall be responsible for making promotional decisions. Promotions are never guaranteed. Employees are encouraged to prepare themselves for promotional opportunities by participating in employer-sponsored training programs and by engaging in self-development efforts, such as outside educational and training programs.
3. A notice announcing a job vacancy will be posted on the employee bulletin boards and on the home page of the district at [www.aalinc.org](http://www.aalinc.org). Notices will be posted for a minimum of ten consecutive business days. Interested employees who meet the minimum qualifications may apply for a posted job by notifying the Human Resources Department in writing.
4. Factors taken into account for promotion decisions include the relative ability and merit of all candidates. This means that in reviewing the qualifications of candidates for an open position, the supervisor or other selecting official will consider, among other things each individual's job-related skills, knowledge and experience, ability, efficiency, initiative and attitude (as reflected in previous performance appraisals or personnel records); attendance record and performance reviews. When testing for job-related skills is required, all candidates for the position will take the test. In cases where two or more candidates have equal ratings in terms of ability or merit, the most senior applicant generally will be awarded the position.
5. The Academy of Accelerated Learning, Inc. (AAL), reserves the right to transfer or demote employees to different positions when deemed necessary to maintain operation efficiency. Workers who are permanently transferred to a lower-paying job will receive the lower rate of pay effective the start of the first full month in which they are employed in the new position.

Employees who wish to be transferred to another position should make a request in writing to the Human Resources Department or the Administrator on staff and formally request a transfer. Supervisors will try to grant a worker's transfer request if there is a suitable vacancy, and the move is considered to be in the organization's best interest. Probationary employees and temporary employees are not eligible for transfers.

## COMPENSATION

### **Policy**

The primary goals of the organization's pay plan are to attract and retain highly qualified personnel and motivate employees to perform at above average levels. The plan is also designed to ensure that the organization's pay policies and practices comply with all applicable federal and state laws and regulations, and that employees' pay rates reflect their performance and relative difficulty of their duties and responsibilities.

### **Procedures and Definitions**

1. Employees' pay rates will be based on several factors including the duties and responsibilities listed in the job descriptions, job evaluation results, surveys of wages, rates paid by other area employers and the performance and productivity levels of individual workers. The organization will strive to keep its pay rates equitable and competitive and to administer its pay program in a fair and consistent manner.
2. The Board of Directors for the Academy of Accelerated Learning, Inc., shall approve the salary schedule and Administrators will be responsible for the proper and fair administration of the pay program procedures in their department. In carrying out these responsibilities, an employee's rate of pay shall not be adjusted during the calendar year, unless the employee is promoted, with Board approval.
3. Pay increases are designed primarily to reward an employee for above-average performance, as measured by a supervisor's written evaluation of the worker's performance. AAL reserves the right, however, to adjust pay rates based on reasons other than merit. Such reasons may include a desire to improve the adverse effect of inflation on the organization's pay rates or to remedy inequities in individual or group rates.
4. Employees should present their pay-related questions in writing to the Human Resources Department who will investigate the matter and respond to or resolve any problems as quickly as possible.
5. Compensation of employees will be calculated on an hourly basis for hourly Non-Exempt employees and on a salary basis for Exempt employees.
6. Pay periods will be bi-monthly for all employees.

## **PROBATIONARY and DISCIPLINARY PROCEDURES**

### **Policy**

A regular exempt or non-exempt staff employee shall serve a ninety (90) day probationary period during their first year of uninterrupted employment. At any time during this initial probationary period an employee may be terminated without application of any discipline or dismissal policy. If the probationary period is interrupted by any authorized leave other than earned sick leave, the probationary period will be extended by the amount of time the employee is absent from work.

1. AAL, Inc. believes in the principle of corrective action and follows a policy of progressive disciplinary action for minor offenses, as defined by AAL, Inc. An oral or written reprimand will normally precede any suspension for such offenses and one or more suspension(s) will normally precede termination for such offenses.
2. The purpose of progressive discipline is to inform the employee of performance deficiencies and to provide the employee with a reasonable opportunity to improve such deficiencies. However, supervisors may omit any stage of the above process, if, in their opinion and with the concurrence of the superintendent, the problem cannot be corrected by a less severe form of disciplinary action.

### **Procedures and Definitions**

Decisions to discipline or to discharge a regular staff employee will be made on a case-by-case basis. The following are examples of infractions that may result in disciplinary actions up to and including dismissal. This list is not intended to be all inclusive.

1. Inefficiency, incompetence or negligence in the performance of duties.
2. Continued tardiness or excessive absenteeism, including absences without approved time-off, improper use of time-off, or repeated failure to report to duty at the assigned time and place.
3. Improper use of district's property or equipment including intentional waste of materials, supplies, or technology resources and/or carelessness resulting in damage to equipment, supplies or other property.
4. Dishonest actions, theft, misappropriation or unauthorized use of district's funds or property, or failure to report knowledge thereof. Knowledge includes witnessing a dishonest act or receiving direct information from the perpetrator of the act.
5. Use of personal cell phone and/or social media for personal reasons during instructional time.
6. Commission of a willful act while on duty that endangers the well-being and safety of others.
7. Violation of Blackout Testing Calendar Days policy as described in this handbook.
8. Sexual, racial, ethnic, religious, or disability harassment of another employee, program participant or student or visitor.

## TERMINATION

### **Policy**

Employees of AAL may be terminated on the first occurrence of any of the following types of misconduct.

1. Falsification of any document, not limited to and including grades, progress reports, report card grades, attendance, teacher grade book, employee timesheets, or any other official school document.
2. Misrepresentation of AAL, Inc. (conferences, business meetings, publications, verbal, vendors or any other entity associated with AAL).
3. Misrepresentation of qualifications, skills, certificates, degrees or other documentation provided for employment.
4. Insubordination to a supervisor or a Senior Officer of AAL.
5. Incompetence.
6. Physical attack on supervisors or co-workers, or unlawful touching or physical, emotional, mental or sexual abuse of students.
7. Willful damage of school property.
8. Use or possession of alcohol or illegal drugs on the job. Including smoking on or near school premises.
9. Failure to disclose any information required regarding the employee's criminal record or alleged incident of misconduct, having been charged with, adjudicated for or convicted of having an inappropriate relationship with a minor.
10. If the employee has been convicted of or received deferred adjudication for a felony offense.
11. Improper electronic or other communications with students.
12. Any other offense or action deemed significant enough to warrant immediate termination of employment.

### **Job Related Causes**

1. Use of profanity in the carrying out of one's duties and responsibilities
2. Physical abuse of student or staff members
3. Insubordination or refusal to carry out job related activities.
4. Causing injury to others or losing of property or damaging property belonging to the organization
5. Failure to observe required safety standards.
6. Failure to properly supervise students
7. Failure to maintain accurate and proper school records.
8. Failure to observe AAL dress code.
9. Failure to follow Blackout Dates for all local and state testing days and for schoolwide events days.

## VOLUNTARY TERMINATIONS

**Contract employees:** Contract employees may resign their position without penalty at the end of any school year if written notice is received 45 days before the first day of instruction of the following school year. A written notice of resignation should be submitted to the Director of Operations. Contract employees may resign at any other time only with the approval of the Superintendent or Board of Directors.

Resignation without consent may result in disciplinary action by the State Board for Educator Certification (SBEC).

**Noncontract employees:** Noncontract employees may resign their positions at any time. A written notice of resignation should be submitted to the Superintendent or Director of Operations at least two weeks prior to the effective date of resignation. Employees are encouraged to include the reasons for leaving in the letter of resignation but are not required to do so.

### **Dismissal or Nonrenewal of Contract Employees**

Employees on probationary, term, and continuing contracts can be dismissed during the school year or non-renewed at the end of the year according to the procedures outlined in district policies. Contract employees dismissed during the school year, suspended without pay, or subject to a reduction in force are entitled to receive notice of the recommended action, an explanation of the charges against them, and an opportunity for a hearing. The timelines and procedures to be followed when a suspension, termination, or nonrenewal occurs will be provided in a written notice and given to the employee. Advance notification requirements do not apply (the contract with the employee is void) when a contract employee is dismissed for failing to obtain, maintain or extend certification or permit or whose certification is revoked for misconduct, or the educator fails to comply with any requirement under the Texas Education Code Chapter 22(c), if the failure results in suspension or revocation of the employee's certificate.

### **Dismissal of Noncontract Employees**

Noncontract employees may resign their positions without penalty at any time. Non-contract employees are encouraged to provide at least two weeks' notice of their resignation. The District may dismiss a non-contract employee for any legal reason. It is unlawful for the district to dismiss any employee for reasons of race, religion, sex, national origin, disability, military status, any other basis protected by law, or in retaliation for the exercise of certain protected legal rights. Noncontract employees who are dismissed have the right to grieve the termination.

## PERFORMANCE APPRAISALS

### **Policy**

The performance of every employee in the organization will be periodically evaluated to make sure that all workers know how they are doing in terms of carrying out their duties and requirements. These performance appraisals also may be used as a factor in pay-increase decisions, performance-improvement, counseling efforts and determination of training needs.

### **Procedures**

1. Administrators will be responsible for evaluating the performance of each worker in their department. All supervisors will be provided with guidelines designed to help them carry out their responsibility to appraise workers in a fair, accurate and objective manner.
2. Performance appraisals normally will be conducted annually toward the end of the fiscal year. While formal appraisal sessions are an annual event, supervisors are expected to observe and provide feedback on their employees' performance throughout the school year. During the year, supervisors are expected to document information or incidents that would be helpful in making appraisals.
3. In addition to completing the appraisal form, supervisors must meet with the employee privately to explain and discuss his or her evaluation. Employees are expected to sign their appraisals to acknowledge their participation in the process.
4. Employees who are dissatisfied with their appraisals should put their objections in writing and submit copies of their statement to their supervisor and their supervisor's immediate superior who will review the employee's complaint and determine whether remedial action is warranted.
5. All performance appraisal documents, including any statements of dissatisfaction, will be retained in the personnel file of the worker involved.
6. Performance appraisal results will be a major factor in determining an employee's eligibility for merit base pay increases. They will also be a significant factor in promotion decisions made to fill vacant positions within the organization.
7. Employees will be required to earn a minimum of 45 hours of professional development during the course of the current school year.

EMPLOYEE CONDUCT

**Standards of Conduct**

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

1. Recognize and respect the rights of students, parents, other employees, and members of the community.
2. Maintain confidentiality in all matters relating to students and coworkers.
3. Report to work according to the assigned schedule.
4. Notify their immediate supervisor in advance or as early as possible in the event that they must be absent or late. Unauthorized absences, chronic absenteeism, tardiness,
5. and failure to follow procedures for reporting an absence may be cause for disciplinary action.
6. Know and comply with department and district policies and procedures.
7. Express concerns, complaints, or criticism through appropriate channels.
8. Observe all safety rules and regulations and report injuries or unsafe conditions to a supervisor immediately.
9. Use district time, funds, and property for authorized district business and activities only.

All district employees should perform their duties in accordance with state and federal law, district policies and procedures, and ethical standards. Violation of policies, regulations, or guidelines, including intentionally making a false claim, offering false statements, or refusing to cooperate with a district investigation may result in disciplinary action, including termination.

Alleged incidents of certain misconduct by educators, including having a criminal record, must be reported to SBEC not later than the seventh day after the superintendent knew of the incident.

The Educators' Code of Ethics, adopted by the State Board for Educator Certification, which all district employees must adhere to, is reprinted below:

**TEXAS EDUCATORS' CODE OF ETHICS**

Code of Ethics and Standard Practices for Texas Educators

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

**(1) Professional Ethical Conduct, Practices and Performance**

- (A) Standard 1.1. The educator shall not knowingly engage in deceptive practices regarding official policies of the school district or educational institution.
- (B) Standard 1.2. The educator shall not knowingly misappropriate, divert, or use monies, personnel, property, or equipment committed to his or her charge for personal gain or advantage.
- (C) Standard 1.3. The educator shall not submit fraudulent requests for reimbursement, expenses, or pay.
- (D) Standard 1.4. The educator shall not use institutional or professional privileges for personal or partisan advantage.
- (E) Standard 1.5. The educator shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or to obtain special advantage. This standard shall not restrict the acceptance of gifts or tokens offered and accepted openly from students, parents, or other persons or organizations in recognition or appreciation of service.
- (F) Standard 1.6. The educator shall not falsify records, or direct or coerce others to do so.
- (G) Standard 1.7. The educator shall comply with state regulations, written local school board policies, and other applicable state and federal laws.
- (H) Standard 1.8. The educator shall apply for, accept, offer, or assign a position or a responsibility on the basis of professional qualifications.
- (I) Standard 1.9. The educator shall not make threats of violence against school district employees, school board members, students, or parents of students.
- (J) Standard 1.10. The educator shall be of good moral character and be worthy to instruct or supervise the youth of this state.
- (K) Standard 1.11. The educator shall not intentionally, knowingly, or recklessly misrepresent his or her employment history, criminal history, and/or disciplinary record when applying for subsequent employment.
- (L) Standard 1.12. The educator shall refrain from the illegal use, abuse, or distribution of controlled substances, prescription drugs, and toxic inhalants.
- (M) Standard 1.13. The educator shall not be under the influence of alcohol or consume alcoholic beverages on school property or during school activities when students are present.



**(2) Ethical Conduct Toward Professional Colleagues**

- (A) Standard 2.1. The educator shall not reveal confidential health or personnel information concerning colleagues unless disclosure serves lawful professional purposes or is required by law.
- (B) Standard 2.2. The educator shall not harm others by knowingly making false statements about a colleague or the school system.
- (C) Standard 2.3. The educator shall adhere to written local school board policies and state and federal laws regarding the hiring, evaluation, and dismissal of personnel.
- (D) Standard 2.4. The educator shall not interfere with a colleague's exercise of political, professional, or citizenship rights and responsibilities.
- (E) Standard 2.5. The educator shall not discriminate against or coerce a colleague on the basis of race, color, religion, national origin, age, sex, disability, or family status.
- (F) Standard 2.6. The educator shall not use coercive means or promise of special treatment in order to influence professional decisions or colleagues.
- (G) Standard 2.7. The educator shall not retaliate against any individual who has filed a complaint with the SBEC under this chapter.
- (H) Standard 2.8. The educator shall not intentionally or knowingly subject a colleague to sexual harassment.

**(3) Ethical Conduct Toward Students**

- (A) Standard 3.1. The educator shall not reveal confidential information concerning students unless disclosure serves lawful professional purposes or is required by law.
- (B) Standard 3.2. The educator shall not knowingly treat a student in a manner that adversely affects the student's learning, physical health, mental health, or safety.
- (C) Standard 3.3. The educator shall not deliberately or knowingly misrepresent facts regarding a student.
- (D) Standard 3.4. The educator shall not exclude a student from participation in a program, deny benefits to a student, or grant an advantage to a student on the basis of race, color, sex, disability, national origin, religion, or family status.
- (E) Standard 3.5. The educator shall not engage in physical mistreatment of a student.
- (F) Standard 3.6. The educator shall not solicit or engage in sexual conduct or a romantic relationship with a student.
- (G) Standard 3.7. The educator shall not furnish alcohol or illegal/unauthorized drugs to any student or knowingly allow any student to consume alcohol or illegal/unauthorized drugs in the presence of the educator.
- (H) Standard 3.8. The educator shall maintain appropriate professional educator-student relationships and boundaries based on a reasonably prudent educator standard.
- (I) Standard 3.9. The educator shall refrain from inappropriate communication with a student or minor, including, but not limited to, electronic communication such as cell phone, text messaging, email, instant messaging, blogging, or other social network communication. Factors that may be considered in

- (j) assessing whether the communication is inappropriate include, but are not limited to:
- (i) the nature, purpose, timing, and amount of the communication; (ii) the subject matter of the communication;
  - (iii) whether the communication was made openly, or the educator attempted to conceal the communication;
  - (iv) whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;
  - (v) whether the communication was sexually explicit; and
  - (vi) whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, preferences, or fantasies of either the educator or the student.

### **PERSONAL USE OF ELECTRONIC COMMUNICATIONS**

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

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

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

1. The employee may not set up or update the employee's personal social network page(s) using the district's computers, network, or equipment.
2. The employee shall limit use of personal electronic communication devices to send or receive calls, text messages, pictures, and videos to breaks, mealtimes, and before and after scheduled work hours, unless there is an emergency, or the use is authorized by a supervisor to conduct district business.
3. The employee shall not use the district's logo or other copyrighted material of the district without express, written consent.
4. An employee may not share or post, in any format, information, videos, or pictures obtained while on duty or on district business unless the employee first obtains written approval from the employee's immediate supervisor.
5. The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, and the Texas Educators' Code of Ethics, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off campus.

## USE of ELECTRONIC MEDIA and ELECTRONIC COMMUNICATIONS with STUDENTS

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

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

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

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

1. Designated employees may use electronic communication with enrolled students only about matters within the scope of the employee's professional responsibilities. All other employees are prohibited from using electronic communication directly with students.
2. All communication via electronic media by staff with parents and students will be professional and of the appropriate nature, purpose, timing, and amount.
3. An employee shall have no expectation of privacy in electronic communications with students.
4. An employee shall not use a personal electronic communication platform, application, or account to communicate with enrolled students.
5. Employees are prohibited from using electronic communications in a manner that constitutes prohibited harassment or abuse of a student; adversely affects the student's learning, mental health, or safety; includes threats of violence against the student; reveals confidential information about the student; or constitutes an inappropriate communication with a student.
6. Personal online social media may not be associated with professional online social media.
7. The employee continues to be subject to applicable state and federal laws, local policies, administrative guidelines, and the Code of Ethics and Standard Practices for Texas Educators, including compliance with Family Educational Rights and Privacy Act, copyright laws, open records requests, etc.
8. The employee does not have a right to privacy with respect to communication with students and parents.
9. Employees should avoid sending text messages to students. Exceptions may apply for a teacher or other employee who has an extracurricular duty, and then only to communicate with students who participate in the extracurricular activity over which the employee has responsibility. An employee who communicates with a student using text messaging should attempt to include at least one of the student's parents or guardians as a recipient on each text message to the student so that the student and parent receive the same message. Additionally, for each text message addressed to one or more students, the employee must send a copy of the text message to the employee's AAL email address.
10. Employees shall not communicate directly with any student between the hours of 10:00pm and 6:00am, except when necessary to notify students about urgent scheduling or transportation issues. Employees may, however, make public posts to a school-related social network site, blog, or similar application at any time.
11. Employees shall refrain from inappropriate communications with students.

**Factors that may be considered in assessing whether the communication is inappropriate include, but are not limited to:**

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

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

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

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

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

### **Consequences**

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

1. Suspension of access to school computers and network resources;
2. Revocation of access privileges or user accounts; or
3. Other school disciplinary or legal action, up to and including termination, in accordance with school policies and applicable laws. Specific disciplinary measures will be determined on a case-by-case basis.

## GRIEVANCES

### **Policy**

Any staff member having a grievance with The Academy of Accelerated Learning, Inc. (AAL), must administratively exhaust the AAL grievance procedures described herein.

### ***INFORMAL PROCEDURES***

1. An effort must be made to verbally (one-on-one) discuss, with the appropriate supervisor, the staff person's reason for feeling aggrieved. It is hoped that the resolution will be discussed and occur during this phase of the procedures.

### ***FORMAL PROCEDURES***

1. If the grievance is not resolved at the Informal Procedures of the procedures, a letter must be written by the staff person to his or her supervisor describing the grievance and his or her understanding of the outcome of the initial in- person attempt at resolution. A copy of the letter must be sent to the Director of Operations.
2. The Director of Operations will schedule a meeting with the employee's supervisor, the staff member and the Director of Operations. The Director of Operations will notify the grievant(s) and the supervisor of the date, time and place for the meeting. The Director of Operations will not participate in the meeting except to maintain a record of the meeting.
3. Once the supervision makes his/her decision, he/she will submit the findings and conclusions to the Director of Operations who will immediately send a copy of the decision to the grievant(s).
4. In the event the grievant(s) wants to grieve the findings and conclusions of the supervisor, the grievant(s) shall file a request to pursue the grievance with the Director of Operations within 5 days after receiving the findings from the hearing with the supervisor.
5. The Director of Operations will schedule a meeting with the grievant(s), the superintendent and the Director of Operations. The Director of Operations will notify the grievant(s) and the superintendent of the date, time and place for the meeting. The Director of Operations will not participate in the meeting except to maintain a record of the meeting.
6. Note: No grievant will be required to grieve their complaint to the party whose action/inaction they grieve. In this event, the grievant shall grieve to the next higher level. For example, if the grievant is grieving an act of the superintendent, their grievance shall be to the board of directors.

## HARASSMENT and DISCRIMINATION

### **Policy**

It is the policy of The Academy of Accelerated Learning, Inc. (AAL), to maintain a working environment which is free from all forms of harassment of any employee or applicant for employment by anyone including supervisors, co-workers, vendor, customers, parent or other person on campus. Harassment in any manner or form is expressly prohibited and will not be tolerated by AAL, Inc. The workplace is a place for work.

The district's goal is to provide a workplace free from tensions involving matters which do not relate to district business. In particular, acts or an atmosphere of harassment or tension created by non-work related conduct, including but not limited to, ethnic, racial sexual or religious remarks or animosity. Unwelcome sexual advances or requests for sexual favors, harassment through verbal, physical or visual statements or materials or other such conduct do not belong in the workplace.

The District prohibits discrimination against any student on the basis of age, race, color, ancestry, national origin, gender, handicap or disability, marital status, religion, veteran status, political affiliation, sexual orientation, gender identity, and/or gender expression, or on any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited. As required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended, and any other legally-protected classification or status protected by federal, state, or local law.

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

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

Such acts or conduct are prohibited by AAL, Inc., and employees who commit such acts are subject to disciplinary action up to and including termination. Accordingly, AAL, Inc. is committed to vigorously enforcing this policy against harassment including, but not limited to, sexual harassment, at all levels within the organization.

### **Procedures and Definitions**

AAL will promptly and thoroughly investigate all reported allegations/claims of actual or suspected occurrences of harassment or discrimination. Where harassment or discrimination is determined to have occurred, AAL, Inc. will immediately take appropriate disciplinary action, including but not necessarily limited to written warnings, suspension, transfer and/or termination of employment. Moreover, AAL, Inc. will not permit or condone any acts of retaliation against anyone who files a harassment or discrimination complaint or cooperates in the investigation of same.

The term "discrimination" includes, but is not limited to, any action or inaction that is directed at an individual on the basis of race, color, religion, sex, gender, national origin, disability, age, or on any other basis prohibited by law, that adversely affects the individual.

The term "harassment" includes, but is not limited to, unwelcome slurs, jokes, verbal, graphic, or physical conduct relating to an individual's race, color, religion, sex, age, gender, national origin, veteran status, or disability. Gender-based harassment

includes physical, verbal, or nonverbal conduct based on a person's gender, the person's expression of characteristics perceived as stereotypical for the person's gender, or the person's failure to conform to stereotypical notions of femininity or masculinity.

Discrimination or harassment become unlawful where:

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

"Person" as referred to herein includes students. Harassment of a student is prohibited that is so severe, persistent, or pervasive that the conduct:

- Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
- Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
- Otherwise adversely affects the student's educational opportunities.

Further, sexual harassment consists of unwelcome sexual advances, request for sexual favors, or other verbal or physical conduct of a sexual nature where:

- Submission to such conduct is an explicit or implicit term or condition of employment; employment decisions are based on an employee's submission to or rejection of such conduct; or
- Such conduct interferes with an individual's work performance or creates an intimidating, hostile, or offense working environment.

The Academy of Accelerated Learning, Inc. (AAL), provides its employees with a convenient and reliable method of reporting incidents for harassment, including sexual harassment. All grievances and complaints, reports and information received regarding potentially harassing conduct will be acted on by AAL. Any employee who feels that he or she has been or is being harassed, or discriminated against, is encouraged to immediately inform the alleged harasser that the behavior is unwelcome.

In most instances, the person is unaware that his or her conduct is offensive and when so advised can easily and willingly correct the conduct so that it does not reoccur. If such an informal discussion with the alleged harasser is unsuccessful in remedying the problem or if such an approach is not possible, the employee should immediately report the complaint of such conduct to his or her immediate supervisor or, where appropriate, to the school Principal. The report should include all facts available to the employee regarding the harassment.

All grievances and reports of harassment are of serious concern and will be treated as such. Moreover, AAL Inc. will maintain the confidentiality of all parties involved to the maximum extent possible. However, absolute confidentiality cannot be guaranteed in light of AAL's commitment to conduct a full and complete investigation and to appropriately advise the persons identified of complaints brought against him or her.

If a complaint is received, AAL, Inc. will begin an immediate and thorough investigation. The investigation may include interviews with all involved employees, including the alleged harasser, and any employees who are aware of facts or incidents alleged to have occurred.

## ACADEMY OF ACCELERATED LEARNING, INC.

Once the investigation is complete, a determination will be made regarding the validity of the grievance and/or allegations of harassment or discrimination. If it is determined that harassment or discrimination has occurred, prompt remedial action will be taken. This may include restoring any lost terms, conditions, or benefits or employment to the complaining employee and disciplining the harasser. Discipline may include written warning, employee transfers, demotion, suspension, or discharge.

All employees of AAL, Inc. both management and non-management, are responsible for assuring that a workplace free of harassment and discrimination is maintained. Any employee may file a grievance or complaint of harassment or discrimination regarding incidents experienced personally or incidents observed in the workplace. AAL, Inc. strives to maintain a lawful, pleasant work environment where all employees are able to effectively perform their work without interference of any type and request employees' commitment in the effort.

Academy of Accelerated Learning Inc. has designated Kayla Vaughn, District Facilitator, as the Title IX Coordinator, who is responsible for receiving and overseeing investigations of alleged discrimination on the basis of sex, including sexual harassment: **Kayla Vaughn, District Facilitator, 5300 N. Braeswood Ste. 8, Houston, Texas 77096, (713) 668-8237.**

AAL has designated the following person as the ADA / Section 504 Coordinator, who is responsible for receiving and investigating complaints of alleged discrimination or harassment on the basis of disability: **Briana Perez, Principal, Belfort Campus, 6711 Belfort Ave., Houston, Texas 77087, (713) 645-0336.**



## EMPLOYEE DRESS CODE

### **Policy**

Employees are expected to dress in a manner which reflects professional status and reinforces the standards set for students. An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with the additional standards set below:

**Male: Shirts:** At a minimum, men are required to wear a red, white or goldenrod collar style shirt. All shirts must be tucked inside the pants.

**Pants:** Pants may be any color with a belt. (No jeans).

**Shoes:** No open heel shoes, sandals, or open toed shoes are permitted.

**Body Art/Tatoos/Nails:** No visible body art, tattoos or fingernails are permitted that conflict with the employee's job duties or work environment including where the art, tattoo, piercing or nails constitute a hazard or threat to the personal safety of self or others, or damage to company property; impairs employee productivity or negatively impacts the employee's job performance; is offensive to co-workers or others in the workplace, children or their parents based on racial, sexual, religious, ethnic, or other characteristics or attributes of a sensitive or legally protected nature or conflict with the district or societal norms.

Fingernails must be maintained at a length no longer than one quarter inch in order to help protect the safety for all.

**Casual Clothing:** Is not permitted without proper written request or written approval from the principal. If an employee does not work at a school site, written request or written approval from the superintendent.

**Female: Shirts:** At a minimum, ladies are required to wear a red, white, or goldenrod-collar style shirt. Shirrtails and/or blouses must minimally fall below the employee's waistline.

**Pants/Dress/Skirt:** At a minimum, ladies are expected to wear appropriate undergarment if attire is a dress or skirt. Any color pant or skirt may be worn. Dresses must be red, white, khakis or dark brown. No jeans, shorts or Capri pants are permitted. No leggings or jean leggings may be worn as outer wear.

**Shoes:** No slip-on shoes, open heel shoes, sandals or open toed shoes are permitted.

**Body Art/Tatoos/Nails:** No visible body art, tattoos or fingernails are permitted that conflict with the employee's job duties or work environment including where the art, tattoo, piercing or nails constitute a hazard or threat to the personal safety of self or others, or damage to company property; impairs employee productivity or negatively impacts the employee's job performance; is offensiveness to co-workers or others in the workplace, children or their parents based on racial, sexual, religious, ethnic, or other characteristics or attributes of a sensitive or legally protected nature or conflict with the district or societal norms.

Fingernails must be maintained at a length no longer than one quarter inch in order to help protect the safety for all.

**Jewelry:** Large hoop or dangling shoulder length earrings are prohibited.

**Casual Clothing:** Is not permitted without proper written request or written approval from the principal. If employee does not work at a school site, written request or written approval from the superintendent.

## TIME AND ATTENDANCE

Each employee is required to sign-in at the *beginning* of their shift and sign-out at the *end* of their shift unless an absence is approved in advance by a school administrator.

### 1. Instructional staff

- Instructional staff work hours are from 7:30 am to 4:00 pm, daily.
- Instructional staff will have a thirty (30) minute duty free lunch break.

On certain occasions throughout the year, Instructional Staff members will be required to eat with their class during the class's regular scheduled lunch period due to various circumstances that may occur.

### 2. Instructional Personnel

- Hourly staff hours shall consist of eight (8) work hours, daily.
- Instructional personnel work hours are from 7:30 am to 4:00 pm, unless otherwise stated by school administrator.
- Instructional personnel will have a thirty (30) minute duty free lunch break.

*AAL is a closed-lunch campus. Employees are required to remain on campus during their scheduled lunch period.*

### Pay Periods

Semi-monthly timesheets must be consistent with the Daily Sign-In Sheets or Daily Attendance Log.

Pay periods are as follows:

- 1st Pay period                      1st – 15th of each Calendar Month
- 2nd Pay Period                      16th – last day of each Calendar Month

No time will be approved for pay purposes unless verifiable from the daily time and attendance log and approved by the appropriate administrator.

Blackout Days for all local and state testing days and for schoolwide events days – all employees are required to work and follow the blackout schedule for testing dates and for schoolwide events per calendar year. Blackout Days shall also include the final two weeks of each semester. Except in extraordinary circumstances, every employee is required to work during these designated blackout days.

**EMPLOYEE STATUS**

There are four (4) categories of employment with The Academy of Accelerated Learning, Inc. These categories are: Contract-Exempt, non-Contract/Non-Exempt, Hourly and Temporary employees.

- 1. Contract-Exempt Employees are salaried employees and are exempt from the Federal Fair Labor Standards Act's Minimum Wage and Overtime provisions.
- 2. Non-Contract/Non-Exempt Employees are generally paid hourly and are not exempt from the Federal Fair Labor Standards Act's Minimum Wage and Overtime provisions.
- 3. Hourly Employees who are paid hourly wages and who are not exempt from the Federal Fair Labor Standards Act's Minimum Wage and Overtime provisions.
- 4. Temporary Employees who are employed for a specific and limited period of time or purpose. At-will employment is not temporary employment.

Part-time employees who contribute to TRS or who work more than ten hours per week are eligible for health benefits through TRS ActiveCare during their employment with AAL. Temporary employees are *not eligible* for regular employee benefits during their employment under these categories.

It should be noted that no full-time employee of AAL, Inc. has the authority to enter into a written or verbal contract with any other employee. Nothing contained in the Policies and Procedures handbook is intended to alter this fact. Only written contracts of employment and/or written letters of employment executed by the Superintendent will be recognized and honored by AAL.

Exempt employees are **not** paid for any hours in excess of 40 hours worked during a work week. Compensatory time may be authorized for overage.

- 1. Exempt Employees
  - Instructional Personnel
  - Regular Administrators
- 2. Non-Exempt Employees
  - Hourly wages employee

No employee (exempt or non-exempt) shall work more than eight (8) hours a day unless authorized to do so in writing.

In addition to their regular work schedules, AAL employees are subject to be called to report to work in circumstances when the school/district is closed or when exigent circumstances exist. Under any of these circumstances, employees shall report to work with the Superintendent's written approval, determines to call one or more employees to work.

## GENERAL DUTIES OF INSTRUCTIONAL STAFF

Instructional staff are required to perform certain duties in accordance with their employment contract and job description including, the following:

### **Lesson Plans**

Written lesson plans are required of every teacher to facilitate efficient and effective instruction of the curriculum. The lesson plan will serve as a means of administrative monitoring of the instructional program. **Lesson plans must be turned in every Friday by the end of the instructional day for the following week.** In the absence of the teacher, the lesson plan shall provide the substitute teacher a guide for presenting the daily activities. For students with disabilities, a current Individualized Education Program (IEP) shall be used as the basis for the development of lesson plans.

### **Grade Books**

Teachers are required to maintain a manual grade book as well as an Electronic Gradebook. The following grade book requirements should be observed:

- All grade books must be reviewed for compliance with the state guidelines and retained for a period of three years.
  - All markings in the grade books **must** be made in ink only (black or blue)
- All vital information must be clearly identifiable: Teacher's name, course title, grade, academic school year, absences, grades, grading scale, student legal names.
- A legend is required in every grade book. This legend must designate the weight value of each type of grade, (i.e. homework, oral presentation, daily assignment, etc.), and have a conversion table for all non-numeric marks that apply to the grading process; (i.e. letter grades, checks, plus signs, etc.) If the teacher is not available for a parental challenge of student grades, the grade book must contain adequate documentation to determine the final grade from the recorded marks in the grade book.
- Absences must be recorded **daily**. All absences must be properly documented as excused, unexcused or extracurricular. If documented absences are maintained in a separate document, that document must accompany the grade book for filing and auditing purposes.
  - Each student's individual Entry Date and Withdrawal Date must be clearly marked.
- Every student must have a minimum of 4 grades per week, per subject. The grades are required to be posted in the electronic grade book and manual grade book.
- Instructional modifications for students with disabilities must be adequately documented to determine that the modifications recommended by the ARD/IEP committee have been/are being implemented.
- Grade books may be electronically maintained if the grade book software is district supported for the required three-year retention period.
- **Every** student who attends AAL (even for one day) must be recorded into the Student Information System and recorded into the teacher manual gradebook.
  - End-of-year printouts must be signed and dated by the teacher of record.

### **FACULTY AND STAFF MEETINGS**

The principal on site should schedule a faculty meeting only when necessary. *Wednesdays* should be reserved for staff meeting days. Unless the meeting is needed to address some type of immediate emergency, faculty and staff should be given reasonable notification prior to the scheduled time of the meeting.

### **MONTHLY FAMILY NIGHTS**

All teachers are expected to actively participate in monthly Family Night Events to promote active parental involvement in school programs.

### **CULTURAL PROGRAMS AND OTHER STUDENT RELATED ACTIVITIES**

All employees (exempt and non-exempt) are expected to actively support all school and student related activities during the entire school year, whether such activities are scheduled during normal school operations or at other times. Failure to support program activities shall be treated the same as any other employee obligation.

### **CAMPUS SAFETY AND CLEANLINESS**

- All employees are expected to actively keep the school campus in proper presentation to the public, students and staff. The inside of the building and outside the building at all times must be kept up to standards of superior cleanliness and safety.
- All employees are expected to be aware of visitors on campus and to recognize any suspicious activity on campus. All visitors must check in at the office and display a “visitors pass” while on school grounds. Employees are expected to notify the office of individuals walking on campus that may appear suspicious or not clearly identified with a visitor pass.
- All classrooms must remain clean at all times. All trash must be properly discarded in the appropriate garbage cans.
- All teachers and staff are prohibited from eating in the classroom/office unless special situations and/or events are approved by the administration.

**COMPENSATORY TIME-OFF, WORK SCHEDULE and LUNCH TIME**

**Policy**

Exempt staff may be granted compensatory time-off for authorized work in excess of forty (40) hours worked per week.

All staff employees working 8-hours or more a day must take two free 15-minute breaks, and one 30-minute duty free lunch break within the scheduled 8-hour work period. *AAL is a closed lunch campus and employees are required to remain on campus during their lunch schedule.*

**HOLIDAYS, VACATION AND PERSONAL/EMERGENCY LEAVE POLICY**

The Holiday and Leave policy shall be based on staffing needs as it relates to the school calendar.

**Vacation** Annual employees (12-month employees) are the only employees eligible to accrue annual leave time. Eligible employees will accrue vacation leave based on the following schedule.

Years of Employment at AAL	40 hours per week accrual rate	Vacation Time Earned
1 – 9 years of continuous service	6.67 hours per month	2 weeks (10 days)
10-18 years of continuous service	10.00 hours per month	3 weeks (15 days)
19 years or more of continuous Service	13.33 hours per month	4 weeks (20 days)

Employees shall be expected to use vacation days in the year in which they are earned. In cases of unforeseen or unusual circumstances, employees may accumulate and carry over vacation days for a total maximum of 30 days at the close of the school year. Unused vacation days in excess of the maximum will be lost. Time of vacation shall be subject to approval of the immediate supervisor.

The Board has authorized the Superintendent to negotiate the accrual of up to ten additional vacation days per year, not to exceed a total of 20 vacation days in any given year. Carry over provisions articulated above shall apply.

The authority shall be limited to employment negotiations with staff members who report directly to the Superintendent and shall be exercised only during negotiation of such an individual’s employment contract.

Vacation should be scheduled (when possible) at least one month prior to the requested time. A vacation (time-off request) form must be completed, submitted and approved prior to an employee taking time off. Absolutely no vacation time will be paid unless it is previously approved and submitted with the employee’s payroll time-sheet for the respective period.

Vacation leave may be scheduled at the mutual convenience of the employee and AAL. Vacation leave generally will not be granted while school and/or classes are in regular session. Each employee is required to schedule and take vacation prior to the end of the fiscal year in which it is earned.

## School Calendar

The Academic School Calendar shall be followed for all normal school activities. It includes **173 days** of instruction time and **fourteen (14) other days of professional development** and teacher preparation (including holidays etc.). Employees should make every effort to comply with the schedule of events. All events are subject to be changed without prior approval or notice.

## Blackout Days for Local and State Testing Dates and Schoolwide Events Dates

It is the policy of AAL that all employees are required to work during the scheduled local and state testing periods of any state examinations and district wide testing days. It is also the policy of AAL that all employees are required to work on dates of schoolwide events. All employees on contract during the month of May and the month of August are expected to follow a blackout schedule the entirety of both of these months. NO EXCEPTIONS will be granted to this policy.

All employees are required to work and follow the blackout schedule for local test dates per calendar year. Any employee taking time off during any of these designated blackout days will be docked from their regular pay and could be suspended and/or terminated.

## Personal Leave (Time-Off) Policy

All employees who work 40 hours per week shall be entitled to five (5) days of personal leave which begins accruing on September 1 of the current school year. Sick days are covered under this personal leave policy. Personal leave will be available for use beginning September 1 of the current school year. Personal leave time can only be used for pay purposes if it is for a scheduled workday occurring Monday through Friday.

No leave will be approved if it is not in lieu of a scheduled work day. Except in a case of an emergency, permission to use personal leave must be approved in advance and in writing by a supervisor. If leave is because of an emergency, proof of such emergency must accompany the leave request form.

The *five (5) personal leave days* shall accrue at the rate of eight (8) hours each month, September through January and can only be used for personal leave purposes if it has accrued and approved. However, the 5 personal leave days will be available for use on September 1 of the current school year. AAL will perform an accounting of personal leave each pay period during the school year. In the event such accounting shows that an adjustment needs to be made, it will be made at that time. If the adjustment is needed because an employee has exceeded the amount of personal leave granted to them, then the appropriate deduction shall be taken.

## Effect of Tardiness on Personal Leave

To maintain a safe and productive work environment, AAL expects employees to be reliable and to be punctual in reporting for scheduled work. Tardiness will result in an employee's pay being deducted by 15 minute increments until 1 hour when the employee will be considered absent. In this instance, AAL will charge the employee's leave days for tardiness. Alternatively, and in the sole discretion of AAL, for every day that an employee is tardy, they will be excluded from consideration for their next extended day assignment. Absenteeism and tardiness place a burden on AAL's students and other employees. Poor attendance and excessive tardiness may lead to disciplinary action, including termination of employment. Before excessive tardiness reaches the level of termination, an employee will be subject to appropriate discipline including having days docked against personal leave day.

AAL will perform an accounting of tardiness twice a school year, once during the last pay period in November of each school year and the second on May 31 of each school year. In the event such accounting shows that an adjustment needs to be made, it will be made at that time. If the adjustment is needed because an employee has exceeded the amount of personal leave granted to them, then the appropriate deduction shall be taken. Deductions will be reflected in the mid-December pay period and again in the mid-June pay period, as applicable.

### **Holiday Leave Policy**

Leave policy will follow the school calendar or worksite assignment. A yearly holiday schedule will be posted at the beginning of the school year.

Leave for employees shall be for:

1. Actual holidays falling within the academic calendar year and between Monday and Friday of the academic calendar.
2. All other leave time will be based on the school policy posted at the beginning of the school year.
3. Absolutely no leave shall be granted unless it is incidental to a scheduled workday. Personal leave time will not be granted at any time to extend a holiday period.
4. Absolutely no leave time will be granted before or after a scheduled holiday. All employees must be present before and after a scheduled holiday in order to qualify for compensation.
5. All employees are required to work during the scheduled testing periods of any local and state examinations. NO EXCEPTIONS will be granted to this policy.

### **Insurance Benefits**

The State of Texas provides an insurance plan for all eligible state employees and each employee may select in writing the type of coverage desired or otherwise. This plan cannot be changed during the calendar school year (except as provided in the insurance plan)

Employees, who will not be paid on a 24 pay-period schedule, must provide (individually) their insurance premium for all periods when they are not on payroll in order to keep their insurance active. See the Human Resources Department to complete information.

### **Retirement**

Employees who plan to retire under TRS should notify the Department of Human Resources and the Payroll Office as soon as possible. Information on the application procedures for TRS benefits are available from TRS at Teacher Retirement System of Texas, 1000 Red River Street, Austin, TX 78701-2698, or call 800-223-8778 or 512-542-6400. TRS information is also available on the web ([www.trs.texas.gov](http://www.trs.texas.gov)).

A person is ineligible to receive a retirement annuity from the Teachers Retirement System (TRS) if the person is convicted of sexual abuse of a young child or children, improper relationship between educator and a student, or sexual assault. The retirement system must suspend payments of an annuity to a person who is ineligible to receive a service retirement annuity.



## **ACADEMY OF ACCELERATED LEARNING, INC.**

### **Other Benefits**

There are other benefit plans available to employees. See the Human Resources Department for further information.

Employees whose contracts end at the end of the current academic school year will be responsible for their total insurance premiums for the months of June, July, and August.

**HOLIDAYS FOR NON-EXEMPT STAFF-12 months**

There are twelve (12) paid Holidays for Non-Exempt (Hourly) Staff.

<b>Labor Day Holiday</b>	September 4, 2023	<b>Rev. Dr. Martin Luther King Day</b>	January 15, 2024
<b>Thanksgiving Break</b>	November 22-24, 2023	<b>Spring Break</b>	March 13-15, 2024
<b>Winter Holiday</b>	December 26, 2023	<b>Spring Holiday</b>	March 29, 2024
<b>New Year's Day</b>	January 2, 2024	<b>Memorial Day</b>	May 27, 2024

## FAMILY AND MEDICAL LEAVE POLICY

The following text is from the federal notice, Employee Rights and Responsibilities Under the Family and Medical Leave Act. Specific information that the district 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:

1. The birth of a child or placement of a child for adoption or foster care;
2. To bond with a child (leave must be taken within 1 year of the child's birth or placement);
3. To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
4. For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
5. For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

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

### **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:

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

An employee requesting leave for birth, adoption, or foster care placement must provide notice thirty (30) days in advance or as soon as practicable before leave. An employee requesting leave for a serious health condition of the employee or family member must provide medical certification of the existing condition in a timely manner. AAL, Inc. will continue payment of its share of existing group Medical and Life Insurance premiums of the employee, subject to reimbursement as provided in the Family Medical Leave Act. Employees will remain responsible for payment of any medical or life insurance premiums for themselves or dependents during this time. Employees considering requesting periods of family and/or medical leave should contact the Human Resources Department regarding eligibility questions.

Employees are required to utilize any accrued but unused vacation and/or personal leave at the beginning of the leave time period. Time after this period will be without pay.

#### For additional information:

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627  
[www.wagehour.dol.gov](http://www.wagehour.dol.gov)

# **ACADEMY OF ACCELERATED LEARNING, INC.**

## **BEREAVEMENT LEAVE POLICY**

All full-time employees of AAL, Inc. will be entitled to a maximum of three (3) days paid bereavement leave when a death occurs in the immediate family (spouse, mother, father, brother, sister, child(ren) and grandparents). Tangible proof must be furnished upon return to work.

## **NEPOTISM**

Relatives of other AAL employees shall not be employed by the school in positions where the employee has the official authority to hire, recommend or approve the hiring, salary or promotions of the relative.

Relatives shall not be employed in AAL supervisory-subordinated relationship even if it results from marriage after the employment relationship was formed. The provisions of this policy apply to AAL programs regardless of funding source.

For the purposes of this policy, the term “relative” is defined as anyone related to the employee within the second degree of affinity or the third degree of consanguinity and includes the employee’s spouse and the employee’s or the spouses parents, grandparents, great grandparents, brothers, sisters, half-brothers, half-sisters, children, grandchildren, great grandchildren, aunts, uncles, nieces, nephews, first cousins, second cousins or any other person married to them.

**EMPLOYEE HEALTH BENEFITS**

**Health Benefits:**

Medical, Dental, and Life Insurance coverage is available to all Teachers Retirement System (TRS)-eligible employees. The following guidelines will be used:

Category 1: Insurance available through (TRS)

Category 2: Employee purchased insurance

Any AAL contribution to health benefit coverage will cover the **EMPLOYEE ONLY**. Should the employee desire to have spouse and other family members covered under any plan, the employee will be responsible for the cost incurred.

A representative from each private carrier will meet with each employee to describe the medical plan and the cost of the additional coverage.

Upon termination of employment with AAL, the above-mentioned health benefits may be continued by the employee at their expenses pursuant to COBRA.

The School will make available for purchase by employees or provide the following benefits to those who qualify:

1. Short term disability insurance
2. Long term disability insurance
3. Life Insurance

Employee Health Benefits: Medical, Dental, and Life Insurance Coverage may be subject to the State Employee Insurance Program if AAL elects to participate in the State Approved Employee Insurance Program.

**RETIREMENT PLAN**

Texas Charter School and as such participates in the Texas Teacher Retirement System (TRS). Employees shall be informed of participation requirements and other options at the time one is employed or at any other time there is a change in a policy that will affect participation.

## MOTOR VEHICLE POLICY

### Policy

Employees who operate a vehicle for AAL must submit a current driver's license and applicable insurance and be authorized to operate the vehicle by the Superintendent.

### Driving Records

Academy of Accelerated Learning, Inc., (AAL) will check your driving record on a pre-employment basis and annually whenever you are authorized to operate a vehicle while performing your job duties. AAL reserves the right to check records at other times as deemed necessary.

1. Traffic violations may affect your driving status. If available information shows that your driving record does not meet the requirements shown below, you may not be allowed to drive for the school. If you're convicted of certain offenses listed below, AAL may permanently revoke your authorization to operate a vehicle.
2. If you are authorized to drive your personal vehicle for company business on a regular basis, you are to maintain in-force liability insurance; uninsured motorist insurance and employee must furnish proof of such coverage to AAL. Effective January 1, annually, the automobile mileage reimbursement rate (in-state and out-of-state) for personal automobiles is the current federal rate per mile or local policy, whichever is less.
3. Travelers are required to calculate mileage by one of the following two methods:
  - Odometer reading (point-to-point method)
  - Electronic mapping source (such as that on [www.Mapquest.com](http://www.Mapquest.com) or any other online mapping service). If this method is chosen, the traveler must print out the driving directions provided by the site and attach them to the travel voucher.

### Eligibility Requirements

To be eligible to operate a vehicle you:

- Must have a valid Texas Driver's License.
- Must wear your seat belt whenever the vehicle is in motion.
- Must meet the minimum standards set out in the policy.
- Must be at least 21 years of age.
- Must not have been convicted of any of the following offenses within the last two (2) years.
- Driving under the influence of any substance that will impair your judgement (DUI).
- Negligent homicide arising out of the use of a motor vehicle.
- Operating a motor vehicle with a suspended or revoked driver's license.
- Assault with a motor vehicle.
- Operating a motor vehicle without owner's permission. Permitting an unlicensed person to drive.
- Fleeting from a police officer.
- Reckless driving.

- Leaving the scene of an accident (hit and run).
- Not have more than three (3) moving violations or “at-fault” accidents within a 12-month period.
- Authorized to operate a vehicle for school purposes.

### **Driver’s Responsibility**

It is the responsibility of each employee who drives a vehicle to comply with these rules:

- Wear your seat belt at all times while the vehicle is in motion
- Obey all traffic signs and all applicable state driving laws
- Maintain up to date driver’s eligibility requirements

**Note:** It is recommended that you pull off the road and stop in a safe area to use your cellular phone. Texting while driving is NOT permitted.

### **Possession of Firearms and Weapons in Vehicles**

Even if you are licensed to carry a concealed weapon, it is against AAL policy to have any firearms or weapons, concealed or otherwise, on school property, or on any grounds or building where a school activity is taking place. It is also against company policy for anyone else riding in a vehicle to have a weapon. If you violate this policy you may be subject to immediate termination of employment with AAL. See Tex. Penal Code § 46.03(a)(1).

### **Bus Transportation**

Any employee who is required to drive or supervise students traveling on buses shall be strictly liable for the behavior, safety, accountability, welfare and safety of all riders at that time. Failure to meet required standards shall be reason for immediate termination.

## **TRAVEL POLICY**

Employees may request reimbursement for travel expenses incurred at the mileage reimbursement rate (in- state and out-of-state) for personal automobiles of the current federal rate per mile or local policy, whichever is less. Reimbursement will not be made for travel from home or departure point to assigned worksite. Reimbursement will be made for authorized business related travel purposes only. The maximum amount of travel expenses reimbursement will be \$100 permonth.

All travel for professional development, workshop, seminars, or meeting out-of-state will require approval by the Principal or Superintendent and will be reimbursed on the basis of actual expenses with per diem and hotel rate not to exceed the state’s rates for travel to various cities.

All travel out-of-state and out-of-Houston requires the completion of a Request to Travel form. Any employee who travels at the expense of the district with advanced per diem and resigns before the end of calendar year is required to repay AAL.

Receipts for air travel, parking, hotel and registration must accompany expense report for reimbursement.

**INCLEMENT WEATHER**

In the event of inclement weather, *the Superintendent* of Academy of Accelerated Learning, Inc. will make a determination of how many days or hours an employee may be compensated as a result of absences related to inclement weather.

The Superintendent of AAL, Inc. will make all determinations regarding school closings due to severe inclement weather.

Make-up days for inclement weather will be determined by the Superintendent of AAL, Inc.

These dates are to be used as “make-up days” in case replacement days are required to be taken to make up for inclement weather days.

Monday, February 19, 2024      Tuesday, May 28, 2024



## **ABUSE OF POSITION**

### **Policy**

No employee of the Academy of Accelerated Learning, Inc. shall use their position for private gain for themselves or others.

### **Procedures and definitions**

Employees of AAL shall not solicit or accept money or any other consideration from a third person for the performance of an act or activities which are part of the employee's job description and for which AAL provides them with compensation.

## **SAFETY POLICY**

AAL, Inc. believes that the prevention of accidents is of paramount importance in the discharge of its business operations. Therefore, AAL's policy is to provide and maintain a safe work environment by eliminating and controlling all hazardous exposures and complying with all safety laws, ordinances and accepted standards of safe work habits.

At no time shall an employee perform any unsafe act regardless of meeting deadlines, due-dates or company needs. Please note that safety issues will be included, by your supervisor, in your performance rating. An accident control program has been developed and will apply to all operations.

## **REPORTING CHILD ABUSE/CHILD NEGLECT**

An AAL employee, volunteer, or agent that believes a child has been adversely affected by physical, sexual, or mental abuse or neglect must make a report within 48 hours of first suspecting such abuse or neglect. The report must be made to law enforcement or the Department of Family and Protective Services, Child Protective Services.

## **NO WEAPONS POLICY**

All applicants, prospective employees, contractors, subcontractors and persons visiting the premises of AAL, Inc. are prohibited from using, possessing, maintaining, or concealing any weapons or otherwise, while on the premises, either before, after or during work hours, or while engaged in the business of the organization. AAL also prohibits the use possession or concealment of any weapons at all company related activities.

All employees who witness the use, possession or concealment of a weapon, or who witness or are subject to verbal or physical assault or battery involving another employee should and are expected to immediately report such conduct to the Principal or management in authority.

**NO SMOKING POLICY**

The building and grounds surrounding any campus, classrooms, cafeteria, and office shall be smoke-free at all times whether school is in session or out. Any employee violating this no smoking policy shall be subject to suspension or discharge. Any employee of the school who witnesses any violations of the no smoking policy must report the incident to the school administrator.

**CONFLICT OF INTEREST AND CONFIDENTIALITY POLICY**

It is a conflict of interest for an employee to provide confidential information, records, files, or any other personnel documents to any unauthorized person or persons either associated or not associated with AAL, Inc. Only authorized personnel shall have access to personnel records, employee records, student records, and any other records considered confidential in nature.

**VIOLENCE IN THE WORKPLACE**

It is AAL policy to promote a safe workplace for its employees. All AAL employees shall be responsible for helping to maintain a safe workplace free from violence or threats of violence. Any and all acts of violence in the workplace are prohibited and subject to disciplinary action, up to and including discharge. Additionally, any and all threats of violence, direct or indirect, serious or said in jest, are prohibited. All threats will be taken seriously and are subject to disciplinary action, up to and including discharge.

Employees concerned about family violence being brought into the workplace or onto the work parking lot are encouraged to notify their supervisor or Principal.

Any employee who receives a protective or restraining order that lists AAL as a protected area is required to provide the Director of Operations with a copy of the order and information requested by AAL to identify the individual subject to the order.

**SUSPICIOUS BEHAVIOR**

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

**AUDIO & VIDEO RECORDINGS**

An employee is prohibited from making any audio or video recording while acting in the course and scope of their employment or while on school property without the written consent of all parties subject to the recording. School functions such as athletic activities or performances are exempt from this prohibition.

## **WORKPLACE INVESTIGATIONS**

There are instances when AAL may wish to investigate personnel matters. Employees are required to cooperate in any investigation. Refusal to participate, or actions taken to compromise the effectiveness of any investigation, may result in termination. If the employee is instructed not to discuss the matter being investigated, failure to abide by this instruction may also result in termination. This restriction excludes the employee's privileged communications with his or her own private legal counsel.

## **UPDATED/CURRENT EMPLOYEE INFORMATION**

Updates should be made by notifying the Director of Operations.

- A change in home address or telephone number;
- A change in marital status or in the number of dependents;
- A change of insurance beneficiary;
- A change in the number of exemptions claimed for income tax purposes;
- The driving record or status of an employee's driver's license, if the employee operates any AAL vehicle or operates his or her own vehicle for work-related duties, not including driving to and from work.
- A legal change of name.
- The Public Information Act form indicating whether certain personal information may be released to the public.

## **PERSONAL USE OF COMPANY EQUIPMENT POLICY**

Telephone, cellular phone, computers, electronic communications (internet usage-Social Networking, Facebook, Twitter, Instagram), or other forms of inappropriate websites shall not be utilized on AAL equipment. Any other use of company equipment shall be supervisor authorization. Employees shall be responsible for paying the school for any loss of or damage to school property.

## **ABSENCE OF CONTROL POLICY**

Subject to other restrictions, limitations and earlier termination as applicable in particular circumstances, employees who have remained on inactive employee leave status for any reason shall automatically be removed from AAL, Inc.'s employee roster after six (6) months of continuous, inactive status as an employee of the company.

### NORMAL WORK AND PAY SCHEDULE

All Instructional Personnel classified as “exempt” personnel shall work the days, hours and period of time required to obtain the goals and objective of the school as authorized by the Board of Directors. In addition, each instructor must follow the published school calendar regarding time and attendance.

Hourly employees shall work the hours assigned by the Principal or designated supervisor in order to obtain the goals and objectives of the school. **Hourly employees shall observe and eight (8) hour daily work schedule. Each hourly employee shall be entitled to a 30 minute lunch break. No overtime shall be permitted unless granted by written permission of the Supervisor.**

Normal hours of operation will be posted at the job site. Emergency operations, cancellation or schedule changes will be determined by the Principal and approved by the Superintendent.

### PAYDAY INFORMATION

Pay periods accumulate as follows:

- The total number of scheduled hours are entered bi-monthly
- Each pay period beginning either on the 1st day of the month or on the 16th day of each month.

Each employee is required to be available and ready to work on the scheduled work day and the appropriate time. In addition, each employee is expected to the work approved schedule for the employee position.

No employee shall change, alter or fail to follow the designated schedule. If there is any reason that employee desires to vary from the hourly schedule, it must be approved in writing. No exceptions.

### PAY PERIODS AND SCHEDULE

Pay Periods start when employees are scheduled to begin work pursuant to the school academic calendar. This period will begin during the month of August.

Pay periods begin on the first day an employee is scheduled to begin work and will be paid on a bi-monthly schedule. Pay periods end either on the 15th of each calendar month or on the last day of the calendar month. Actual pay days are two (2) weeks after the time is accumulated.

Pay periods being on the 16th of each calendar month and end on the last day of the calendar month and pay periods accrue consecutively as follows.

The days following the end of a pay period beginning two (2) weeks after the ending of the first **Pay Period** shall be pay day if such days fall between Monday – Friday. If a pay day date falls on either a Saturday, Sunday, or a holiday, the pay day shall be on the first work day thereafter.

**Normal Schedule** – See Academic School Calendar

**ACKNOWLEDGEMENT OF RECEIPT OF HANDBOOK**

I, \_\_\_\_\_, the undersigned, hereby acknowledge the receipt and acceptance of the **ACADEMY OF ACCELERATED LEARNING, INC.'s EMPLOYEE POLICIES AND PROCEDURES HANDBOOK for the 2023-2024 school year.** I understand that it is my sole responsibility to read and familiarize myself with the policies and rules set forth within this handbook. I further understand that this handbook is a guideline of policies and practices and is not a contract in any shape form or matter. I recognize and understand that I am an employee-at-will and that my employment is subject to termination by me or AAL at any time, with or without notice or cause. I further understand and acknowledge that this handbook does not change my status in any form. I understand that the statements made herein are to familiarize me with some of the basic rules for which I will be accountable, and that this booklet is provided for informational purposes only. Moreover, I understand that AAL, Inc. may make revisions, revocations, or updates of the rules, policies and/or procedures contained herein at any time and without any notice. I also understand that it is my responsibility to become aware of the full policies and procedures as well as any amendments, revisions, revocations or updates of all policies and procedures, including the employee manual that cover employment with AAL. No employee of AAL, Inc. has been, is, or will be granted authority to enter into employment contracts by, and, between me, or any other current or potential employee and AAL, Inc. Neither this Policy and Procedures Handbook nor any representation by any employee of AAL, Inc. shall have the effect of creating an employment contract.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

**EMPLOYEE DEDUCTIONS AUTHORIZATION**

I, \_\_\_\_\_, do hereby authorize my employer, The Academy of Accelerated Learning, Inc., (AAL) to deduct from my regular paycheck(s) any amounts of money paid to me which is owed to the school or organization. Deductions may be made for items that include, but are not limited to the following:

- Salary Advances
- Bus ticket, airline ticket, or passes
- Parking Permits
- Personal telephone charges (cell phone or land phone usage)
- Personal UPS, FedEx, or other courier service
- Postage charges
- Personal duplication charges
- Personal fax charges
- Office supplies for personal use
- Cash advances not filed on an Expense Report
- Any and all lost or damaged school property
- Any curriculum, registration fees purchased by the school through teacher workshops at any training in or out of the city.

I furthermore authorize AAL, Inc. to deduct from my regular paycheck(s) any sums of money that AAL, Inc. has over-paid me, whether due to mistake, inadvertence or otherwise. Should I quit or should I be discharged/terminated from my employment and I owe AAL, Inc. money for any reason, I authorize my employer AAL, Inc. to automatically deduct the said amount owed from my final paycheck(s). This amount includes for any of the above stated reasons, but not limited to these examples. Furthermore, by completion of various benefits forms, (e.g. for group medical, insurance, life insurance, or dental insurance), I authorize AAL, Inc. to make the appropriate deductions from my regular paycheck(s).

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

**SUBSTANCE ABUSE POLICY**

Each employee is required to abide by this AAL, Inc Substance Abuse Policy.

**THE ACADEMY OF ACCELERATED LEARNING, INC. (AAL, Inc.)** is committed to providing a safe workplace and an alcohol and drug-free environment for all employees. The use of alcohol and drugs can undermine productivity, the quality of AAL Inc.'s services and image. We ask for the help and cooperation of all employees in promoting the district's commitment to providing an alcohol-free and drug-free workplace. Such an effort required each employee to accept his or her share of responsibility in complying with this Substance Abuse Policy.

The use, manufacture, possession, purchase, sale distribution, taking carrying, transfer, handling, being under the influences of, or other involvement with controlled substances, inhalants, illegal drugs, legal drugs illegally used (not taken as directed by the individual's physician) by an employee is strictly prohibited. The presence of any of the above prohibited substance in any employee's system is strictly prohibited on AAL, Inc. premises and worksites to which an employee is assigned to. The possession or the use of alcohol on AAL, Inc. premises is strictly prohibited. Any violation of this policy will result in disciplinary action, up to and including immediate termination of employment with Academy of Accelerated Learning, Inc.

Academy of Accelerated Learning, Inc. recognizes drug and alcohol abuse as a potential health, safety and security problem. Assistance in dealing with such problems is available to employees through the Chemical Dependency Provision under the district's sponsored Group Health Care Coverage for regular employees. Employees experiencing problems resulting from drug and alcohol abuse may be asked to seek assistance from designated treatment centers as provided under the Group Health Care Plan. If any employee has questions concerning available assistance, he or she may contact the Human Resources Department.

An employee who is arrested and or convicted under any criminal drug statute for violation occurring while conducting AAL, Inc. business must notify the Human Resources Department on the first day the employee returns to work following the conviction or arrest.

This policy pertains to all employees, Full-time, Part-time, Temporary and Contract workers, of AAL, Inc. All employees must abide by the terms of this policy. This policy incorporates any off duty use or misuse of certain banned substances that result in a positive drug test.

Academy of Accelerated Learning, Inc. reserves the right to conduct random drug tests of any and all employees at any time during the calendar year.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

Witness: \_\_\_\_\_

**Personal Data Information & Texas Government Code**

**Section 552.024/Public Access Option Form**

**Section I:**

**Gender:**     Female     Male

**Date of Birth:** \_\_\_\_\_

**Racial Ethnic Group: [check one]**

White (Non-Hispanic)\_\_\_\_\_ Black or African American\_\_\_\_\_ Two or more races \_\_\_\_\_

Hispanic/ Latino/Latinx\_\_\_\_\_ Asian\_\_\_\_\_ American Indian/Alaskan Native \_\_\_\_\_

Native Hawaiian/Pacific Islander\_\_\_\_\_ Other\_\_\_\_\_ Not Disclosed \_\_\_\_\_

“The employer is subject to certain governmental recordkeeping and reporting requirements for the administration of civil rights laws and regulations. In order to comply with these laws, the employer invites employees to voluntarily self-identify their race or ethnicity. Submission of this information is voluntary and refusal to provide it will not subject you to any adverse treatment. This information obtained will be kept confidential and may only be used in accordance with provisions of applicable laws, executive orders, and regulations, including those that require the information to be summarized and reported to the federal government for civil rights enforcement. When reported, data will not identify any specific individual.”

**Section II:**

If you are a veteran of the Vietnam Era, or have other military status we would appreciate your assistance in telling us the following information by checking the appropriate items that may apply to you.

I choose not to disclose \_\_\_\_\_ Not applicable \_\_\_\_\_

Qualified Disabled Veteran: Any person entitled to compensation by the Veterans Administration for a disability rated at 30 percent or more, or a person who was discharged or released from Active Duty by reason of a service connected disability.

Veteran of the Vietnam Era: Any veteran of the armed services who served on active duty for at least 180 days, any part of which occurred between August 5, 1964 and May 7, 1975, and was discharged honorably or released sooner because of a service related disability.

Reservist or member of the National Guard \_\_\_\_\_



**TEXAS GOVERNMENT CODE SECTION 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, 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	Yes
Home Address/Telephone number	<input type="checkbox"/>	<input type="checkbox"/>
Emergency contact information	<input type="checkbox"/>	<input type="checkbox"/>
Social Security Number	<input type="checkbox"/>	<input type="checkbox"/>
Information that reveals whether you have family members	<input type="checkbox"/>	<input type="checkbox"/>

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Social Security Number

AAL INC. CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the “Agreement”) is entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Academy of Accelerated Learning, Inc. (AAL) and (the “Employee”).

RECITALS

WHEREAS, AAL desires to employ or to continue to employ the Employee on an at will basis and the employee desires to be employed or to continue such employment; and

WHEREAS, AAL has developed relationships with its directors, parents, students, donors, and volunteers and is or may become in possession of certain information, documents and records which are of a private and confidential nature; and

WHEREAS, as part of Employee’s employment with AAL, the Employee will have access to Confidential Information, as defined herein, with respect to AAL; and

WHEREAS, AAL and the Employee recognize that it is in the best interest of the Employee and AAL to protect the Confidential Information; and

WHEREAS, the parties agree that the Employee’s compensation and continued employment on an at-will basis is consideration for this Agreement.

NOW THEREFORE, in consideration of the provisions herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Confidential Information

(a) Exclusive Property of AAL. At all times during and after the date hereof, Employee shall keep in confidence and trust all information which may have been communicated to, acquired, or learned by Employee in the course of or as a result of his/her employment with the AAL. Employee hereby acknowledges that AAL possesses certain Confidential Information that is peculiar and/or particular to the business or activities in which AAL is or may be engaged.

Employee affirms that such Confidential Information is the exclusive property of AAL, and that AAL has proprietary interest in such Confidential Information. For purposes of this Agreement, the term “Confidential Information” shall mean any and all information of any nature and in any form, including but not limited to, AAL’s existing, future and contemplated: (i) products, equipment, funds, and services; (ii) marketing methods or practices; (iii) development data, and/or methodologies; (iv) student records, employee records, information, educational materials, lists and files; (v) policies and/or business strategy including information obtained by Employee in his/her employment capacity with AAL; (vi) samples and/or materials submitted to Employee by AAL; (vii) any and all directly and indirectly related records, documents, codes, training material, specifications, data, and/or other information with respect thereto; (viii) any and all other tangible materials provided to employee at any time while employed at AAL; and (ix) all written, printed, oral, instructional materials, staff meeting information, administration meeting, audits or other materials disclosed or provided by AAL.

Employees acknowledge that such Confidential Information is confidential and proprietary. Employee further acknowledges by signing this Agreement that AAL has expended much time, cost, and difficulty in developing and maintaining the Confidential Information.

(b) Unauthorized Use or Disclosure Prohibited. Employee agrees: (i) to use the Confidential Information solely for the purpose of performing his/her duties on behalf of the AAL and for no other purpose whatsoever; (ii) not to, directly or indirectly, at any time during or after his/her employment by AAL, disclose the Confidential Information to any other Person (except to AAL's officers in connection with his/her duties on behalf of AAL) or use or otherwise exploit the Confidential Information to the benefit of the Employee or any other Person or to the detriment of AAL; and (iii) not to lecture on or publish articles with respect to the Confidential Information. For purposes of this Agreement, the term "Person" means any individual, corporation, limited or general partnership, limited liability company, joint venture, association, trust or other entity or organization, whether or not a legal entity. (c) AAL's Retention of Records. Upon the termination of Employee's employment relationship with AAL, Employee hereby agrees that AAL shall retain possession of all records, educational materials, materials, documents, computer data and any other Confidential Information, including but not limited to, the names, addresses and telephone numbers of members and donors of AAL and all copies thereof (collectively, the "Records") relating to the Confidential Information; and if such Records are not on AAL's premises, Employee hereby unconditionally agrees to return such Records, and all copies thereof, to AAL as soon as practical, but in any event no later than the date of termination. Additionally, Employee agrees to return all originals and copies of Records upon demand by AAL during the employment relationship.

(c) Unauthorized Audio and Video Recordings/Audio and Video Media Correspondence. It is unlawful to record by audio, video or other means any of the school functions without prior written approval by the superintendent or site coordinator of the corresponding campus. It is unlawful to communicate with any Media correspondence, outlet or source without the prior written approval by the superintendent or the Board of Directors. Any employee(s) found to have any electrical video or audio device(s) on school grounds without written permission from the superintendent shall be liable to immediate termination from employment.

## 2. Conflicts of Interest

Employee acknowledges and agrees that he/she shall not use, copy, distribute, install or download any of AAL's software or computer files or use any of AAL's equipment for personal use, gain or profit or for use, gain or profit by any other Person, without the express written consent of AAL (which may be withheld in AAL's sole discretion). Employee further agrees that any work, product or service that AAL is capable of performing or providing will not be performed or provided by Employee, outside his/her duties and responsibilities to AAL, without the express written consent of AAL (which may be withheld in the AAL's sole discretion).

## 3. Equitable Relief

Employee agrees that the Confidential Information sought to be protected by this Agreement are valuable, unique assets of AAL and it would not be possible to measure in monetary terms some of the damages which AAL would incur if Employee breaches his/her obligations under this Agreement. Therefore, Employee agrees that in the event of a breach or threatened breach of any of the provisions of this Agreement, AAL shall be entitled to an injunction restraining Employee from violating or taking any action contrary to the provisions of this Agreement. Such injunction shall be available without the posting of any bond or other security, and Employee hereby consents to the issuance of such injunction and agrees that he/she will not assert, and that he/she hereby forever waives, the claim or defense that AAL has an adequate remedy at law.

4. Damages, Indemnity, Costs, Expenses and Attorneys' Fees

Employee agrees to pay AAL all monetary damages caused by Employee's breach or threatened breach of this Agreement, including but not limited to, lost revenues and donations. Employee also agrees to pay AAL for all costs and expenses, including reasonable attorneys' fees, incurred by AAL in enforcing its rights hereunder, in addition to any other relief to which AAL may be entitled. Employee further agrees to indemnify and defend AAL for all damages incurred as a result of claims brought against AAL by Persons caused by, flowing from or relating in any way to Employee's breach or threatened breach of this Agreement. This indemnity provision specifically includes, but is not limited to, indemnification for all costs and expenses, including reasonable attorneys' fees, incurred in defending such claims against AAL. Employee specifically acknowledges and agrees that AAL is entitled to select legal counsel of its choice regarding claims referenced in this paragraph and that Employee is responsible for indemnifying the AAL for all reasonable attorneys' fees incurred by such counsel. Employee specifically acknowledges and agrees that AAL's rights set forth in this provision are in addition to AAL's right to obtain the equitable and/or injunctive relief provided for in this Agreement.

5. Cumulative Relief

The provisions of this Agreement shall be cumulative, and not exclusive of any remedies which may be available by law, including, without limitation, specific performance of this Agreement.

6. Invalidity and Severability

If any clause of this Agreement is illegal, invalid or unenforceable under present or future laws, then it is the intention of the parties hereto that the remainder of the Agreement shall be affected thereby and all other clauses or provisions shall remain in full force and effect. It is also the intention of the parties to this Agreement that each clause and provision of this Agreement be construed in a manner which will make same legal, valid and enforceable, and, if not possible, then reformed only to the extent necessary to render the clause legal, valid and enforceable. It is further the intention of the parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision invalid, illegal or unenforceable and the other of which would render the provision valid, legal and enforceable, then the provision will be construed to have the meaning that renders it valid, legal and enforceable.

7. Public School

AAL is a public charter school and as such is governed by the public records laws of the State of Texas as well as other pertinent laws. Nothing herein shall be interpreted in violation of those laws. Any matter that is not deemed confidential as a matter of law is not included in this agreement. However, Employee hereby agrees that any request for any information about AAL, confidential or not shall be directed to the appropriate AAL administrator for response.

This Confidentiality Agreement between AAL and the party will continue in perpetuity not just the length of the employment contract.

SIGNED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

EMPLOYEE:

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

\_\_\_\_\_  
Employee Printed Name