



2026-2027

EMPLOYEE HANDBOOK

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2026-2027 Board Members

Mr. Tommy Brooks- Board President
Dr James Douglas- Board Vice President
Mr. Isaac Ledesma- Board Secretary
Dr. Veda Brown -Board Member
Mr. Percy Creuzot -Board Member
Mr. Brandon Chandler -Superintendent of School

The Academy of Accelerated Learning, Inc. does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, military status, sexual orientation, gender identity, genetic information, or any other class, characteristic or activity protected under state and federal law. Employment decisions will be made on the basis of each applicant's job qualifications, experience and abilities.

INTRODUCTION

Welcome to The Academy of Accelerated Learning, Inc.

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

This employee manual was prepared to help you become familiar with AAL and its personnel standards and procedures. Please read it carefully and if you have questions or concerns speak with your supervisor. If you need further information or assistance, please contact AAL's Human Resources Department at (713) 668-8237.

On behalf of our AAL extended family, thank you for joining us. We look forward to working with you.

Sincerely,



Brandon Chandler
Superintendent of Schools

DISCLAIMER: Employee At-Will Status

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

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

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

About this Employee Handbook

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

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

The AAL Schools, Inc. dba The Academy of Accelerated Learning, Inc. will be referenced throughout this document as "AAL".

Questions regarding this Employee Handbook or any of the policies/procedures should be directed to your supervisor or to the Human Resources Department.

About The AAL Schools, Inc. dba The Academy of Accelerated Learning, Inc. (AAL)

Mission Statement:

To develop an accelerated learning environment that clearly charts a path for empowerment for primarily at-risk students to become tomorrow's problem solvers, thinkers, and leaders through participation in a wide variety of educational experiences appropriate to their age, interests, and needs. Our school staff will be encouraged to be innovative and will be given vehicles to plan, develop, and implement programs and activities that foster responsibility, academic achievement and lifelong learning in a safe and nurturing environment. To provide innovative and accelerated classroom training in Remedial Basic Skills, Life Skills, and academic programs for Pre-K to 8th grade.

Board Adopted AAL Goals:

G1 – Develop and implement short and long-range succession plan strategies to ensure continuity and success of the existing AAL leadership team.

G2 - Position AAL to be a high-performing, college preparatory district providing high quality, advanced academics for pre-k through 12th grade students in the greater Houston area.

G3 – Assess staffing requirements across the AAL system and recruit and retain the best administrators, teachers, counselors, district operations staff available in the greater Houston area.

G4 – Achieve superior achievement ratings (highest under rating system) as evidence of premier status.

G5 – Expand opportunities for community outreach and parent engagement. G6 – Upgrade and maintain state-of-the-art technology and security operations. G7 – Strengthen financial, administrative, and operational management processes and internal controls.

G8 – Acquire and maintain facilities that maximize student learning potential.

Vision

To provide families with the opportunity to choose a high-quality school, so that all students achieve their full potential.

Acknowledgement of Receipt of Employee Handbook

The information contained in this Employee Handbook is important and I should consult with the District Facilitator if I have a question that is not answered in this Employee Handbook.

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

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

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

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

Employee Name (print)

Employee Signature

Date

Open Door Policy

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

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

SECTION 1: STARTING YOUR JOB

Accuracy of Information

AAL relies upon the accuracy of information contained in the employment application, as well as the accuracy of other information presented throughout the hiring process and employment. Employees are expected to provide truthful and accurate information in connection with their employment at AAL. Any falsification or misrepresentation in connection with application materials, or during the course of employment, is a serious offense and may lead to discharge from employment or non selection of an applicant.

Pre-employment Affidavit for Applicants and Applicants Offered Employment

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

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

Employment Application & Other Forms

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

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

Criminal History Background Checks

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

Criminal history records must also be obtained and reviewed prior to the employment of any driver for student transportation (bus drivers, bus monitors, and bus aides) either directly or through a commercial service. During the tenure of an employee's employment, the Board of Directors shall be informed of a criminal record of a felony or misdemeanor involving moral turpitude and must affirmatively vote to

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

All employees and applicants must complete the Permission for Criminal History Check Form.

Do Not Hire Registry and Prohibition Against Employing Individuals Convicted of Certain Offenses

A person may not be employed or serve as an AAL employee unless the person has been approved by the Texas Education Agency (TEA) and the results from a review of the person's National Criminal History Record Information and the Do Not Hire Registry do not reveal any prohibitive conduct. AAL may not hire an individual who is prohibited from serving as an officer or employee of an open-enrollment charter school under Texas Education Code § 12.120(a). Additionally, AAL shall discharge or refuse to hire an employee or applicant for employment if it obtains information through a criminal history review that:

1. The employee or applicant has been convicted of or placed on deferred adjudication community supervision for an offense for which a defendant is required to register as a sex offender under Chapter 62, Code of Criminal Procedure; or
2. The employee or applicant has been convicted of:
 - a. A felony under Penal Code Title 5, if the victim of the offense was under 18 years of age at the time the offense was committed, or
 - b. An offense under the laws of another state or federal law that is the equivalent to an offense under item 1 above (relating to registration as a sex offender). However, while AAL may not be required by law to discharge or refuse to hire an employee or applicant if the person committed an offense under Title 5, Penal Code, and:
 1. The date of the offense is more than 30 years before:
 - a. June 15, 2007, in the case of an employee's employment by AAL as of that date; or
 - b. The date the applicant's employment will begin, in the case of a person applying for employment with AAL after June 15, 2007; and
 2. The employee or applicant for employment satisfied all terms of the court order entered on conviction.

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

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

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

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

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

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

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

Fair Credit Reporting Act

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

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

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

Step 1: Before taking adverse action, the employee will be provided a pre-adverse action disclosure that includes a copy of the individual’s consumer report and a copy of “A Summary of Your Rights Under the Fair Credit Reporting Act” – a document prescribed by the Federal Trade Commission.

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

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

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

Certifications and Licenses

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

Certification Requirements

Employees assigned to positions requiring state-mandated certification must obtain and maintain the appropriate certification required for their assignment.

Failure to obtain or maintain the required certification may result in a change in assignment, title, and/or compensation, based on the employee's qualifications and available positions within the District. Teachers hired on the certified salary schedule whose certification expires during the term of their contract or at the beginning of a semester may be moved to the applicable non-certified salary schedule until the required certification is reinstated.

Employees who fail to maintain the certification required for a position as a condition of employment no longer meet the minimum qualifications for that position. If no qualified reassignment is available, or if certification is required for continued employment in the position, the employee may be separated from employment in accordance with applicable District policies and procedures.

New Hire Reporting

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

Hiring Retirees

AAL recognizes the wealth of experience of retired teachers and other retired employees and provides them with the opportunity for reemployment.

Defining Retiree Employment

AAL defines retiree as an individual who retired from TRS and is eligible for reemployment. During employment after retirement, a retiree will not earn additional service credit, and TRS contributions will not be due on amounts earned.

Half-time retiree employment is working less than one-half of the time required for a similar full-time (FTE) position. For your employment to not be subject to TRS retiree surcharges, one must work for AAL in a 0.49 (or less) FTE position or an hourly position working one hour less than half-time for a particular calendar month.

Teacher Retirement System Rules

A one-month separation period is required of a person retiring from TRS if the retiree plans to return to work for AAL. A retiree may not return to work or volunteer his or her services during this separation period or at any time during employment. The following guidelines will apply:

1. If the retiree retired before January 1, 2011, the employee may work in any capacity without losing his or her annuity; however, retiree surcharges will apply to any retiree who retired after September 1, 2005, who is working half-time or more. [See the TRS Website (www.trs.state.tx.us/) for additional information].
2. If the retiree retired on or after January 1, 2011, the employee may work one hour less than half time, as a substitute, or as a combination of substitute and half-time without forfeiting his or her annuity.
3. If the retiree retired on or after January 1, 2011, the employee must wait 12 consecutive months before accepting full-time TRS eligible employment to avoid forfeiting his or her annuity.
4. However, the following will apply:
 - (i) TRS retiree surcharges will still apply to any retiree working half-time or more, for which AAL will be responsible for paying.
 - (ii) Failure to observe the 12-month break in the service period will result in forfeiture of the employee's monthly annuity for each month in which that work occurs.

Salary

Retirees working full-time who retired on or after January 1, 2011, will be compensated according to the initial placement of a new employee on the AAL pay scale. Retirees who retired prior to January 1, 2011, or retirees who are working less than half-time (49% or less), may be compensated according to the AAL pay scale.

Medical Benefits

Medical leave and benefits are as follows:

1. The rehired TRS retiree will be eligible for medical insurance based on AAL's eligibility policy.
2. Leave time will be advanced and accrued at the same rate as a new hire.

Compensation

The guidelines regarding compensation are as follows:

1. The rehired TRS retiree will pay Medicare taxes according to federal guidelines.
2. Rehired TRS retired employees will no longer receive career ladder compensation.

Pre and Post Offer Medical Testing

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

New Employee Orientation

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

- A review of this personnel manual;
- A tour of the campus;
- Receipt of credentials necessary for parking, access to the school building and computers, and other materials as appropriate for the employee's employment position;
- Prevention techniques for, and recognition, of sexual abuse and other maltreatment of children.

Employee Election Form to Withhold Certain Information from Public Access

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

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

Employees must complete and submit the Release of Personal Information Form to the Human Resources Department to keep certain information about them confidential under the Texas Public Information Act. The Human Resources Department shall provide the employee with the Release of Personal Information Form upon employment with AAL.

Arrest & Conviction Occurring After Employment Begins

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

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

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

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

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

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

Personnel Records

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

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

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

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

Employees who wish to review their own personnel file should contact the Human Resources Department.

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

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

Please complete and return to the Human Resources Department the "Texas Government Code § 552.024 Release of Personal Information Form" if you wish to opt-out and have the above identified information "exempted" from disclosure under the TPIA. New or terminated employees have 14 days after hire or termination to submit a request; otherwise, personal information will be released to the public in accordance with the TPIA. A request to deny public access to personal information is effective only for public information requests made after the date the employee submits to the Human Resources Department the request to deny access. With respect to certain medical information protected by state and federal law and evaluation documents exempted from disclosure under state law, AAL will seek to exempt and protect such documentation from disclosure to the extent permitted by law.

Name and Address Changes

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

Conflicts of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This section of the Employee Handbook establishes only the framework within which AAL wishes to operate. AAL's framework is also guided by applicable state and federal law governing conflicts of interest and nepotism applicable to Texas open

enrollment charter schools and nonprofit tax-exempt entities. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact the Human Resources Department for more information or questions about conflicts of interest.

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enrollment charter schools and nonprofit tax-exempt entities. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact the Human Resources Department for more information or questions about conflicts of interest.

All AAL employees shall avoid employment, financial, business, social, or other relationships that might be opposed to the interests of AAL or might create the appearance of impropriety or might cause a conflict with the performance of their duties. Employees shall at all times conduct themselves in a manner that avoids even the appearance of conflict between their personal interests and those of AAL. Conflict of interest situations may arise in many ways. Examples include, but are not limited to, the following:

1. Employment with a vendor/contractor, regardless of the nature of the employment, while employed by AAL.
2. Contract award with a vendor in which an employee or his or her family have a substantial ownership or management interest.
3. Ownership of, or substantial interest in, a company that is a supplier of AAL.
4. Acting independently as a consultant to an AAL supplier.
5. Accepting expense-paid invitations to sports or entertainment events from a long-time friend who is also an AAL vendor.
6. Socializing with vendors or persons interested in doing business with AAL under circumstances that create the appearance of impropriety.

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

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

Employment of Relatives and Fraternization

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

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

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

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

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

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

First Degree Parent, Child

Second Degree Grandparent, Grandchild, Sibling

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

Non-Disclosure

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

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

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

Cash Handling and Acceptance of Payments

To ensure proper financial controls, accountability, and compliance with organizational fiscal procedures, employees are prohibited from accepting cash payments on behalf of the organization unless specifically authorized in advance.

No employee, volunteer, contractor, or representative of the organization is authorized to accept cash payments for merchandise, event fees, fundraising activities, donations, program fees, student fees, or any other transaction unless prior written authorization has been granted by the Superintendent or the Chief Financial Officer (CFO).

Employees who are authorized to accept cash shall comply with all established cash handling procedures, including, but not limited to:

- Issuing receipts for all cash payments received, when applicable.
- Maintaining accurate records of all collections.
- Securing funds at all times to prevent loss or theft.
- Depositing or remitting collected funds in accordance with established financial procedures and

timelines.

- Following any additional accounting, reconciliation, and reporting requirements established by the Finance Department.

Employees who are not specifically authorized shall not accept, hold, or process cash payments under any circumstances. Individuals attempting to make cash payments shall be directed to an authorized employee or to another approved method of payment established by the organization.

Any unauthorized acceptance, handling, misuse, or failure to properly account for organizational funds may result in disciplinary action, up to and including termination of employment, and may be referred for civil or criminal action when appropriate.

The Superintendent and Chief Financial Officer (CFO) are responsible for establishing and administering procedures necessary to implement this policy and may designate authorized personnel in writing as needed.

Special Rules for Social Studies Courses

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

Assignment and Reassignment - Reassignments and Transfers

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

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

All employees are subject to assignment and reassignment by the Superintendent or designee when the Superintendent or designee determines that the assignment or reassignment is in the best interest of the district. Reassignment is a transfer to another position, department, or facility that does not necessitate a change in the employment contract. Campus reassignments must be approved by the Campus Principal receiving campus except when reassignments are due to enrollment shifts or program changes.

Extracurricular or supplemental duty assignments may be reassigned at any time unless an extracurricular or supplemental duty assignment is part of a dual-assignment contract. Employees who object to a reassignment may follow the district process for employee complaints as outlined in this Employee Handbook and district policy.

An employee with the required qualifications for a position may request a transfer to another campus or department. A written request for transfer must be completed and signed by the employee and the employee's supervisor. A teacher requesting a transfer to another campus before the school year begins must submit his or her request by the 3rd week of June. Requests for transfer during the school year will be considered only when the change will not adversely affect students and after a replacement has been found. All transfer requests will be coordinated by the Human Resource Department and must be approved by the receiving supervisor.

Professional Development

AAL is committed to the professional development of all its employees. For educators, AAL provides

training before the start of the school year, on-site coaching and modeling throughout the school year, day-to-day instructional leadership, and access to external workshops. For non instructional staff, AAL provides technical training before the start of the school year and throughout the year.

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

Staff development activities are organized to meet the needs of employees and the district. Staff development for instructional personnel is predominantly campus-based or district-based, related to achieving campus performance objectives, and intended to build instructional capacity. Staff development for non-instructional personnel is designed to meet specific licensing requirements (e.g., bus drivers) and continued employee skill development. Individuals holding renewable SBEC certificates are responsible for obtaining the required training hours and maintaining appropriate documentation.

Resignations

Under commissioner rule, the Chief Executive Officer/Superintendent has final authority to hire and fire all school employees. 19 Texas Administrative Code § 100.1113(a)(2)." All resignations must be submitted to the office of Human Resources to be reviewed by the Superintendent. Resignations may only be accepted by the Superintendent or designee. Acceptance of a resignation by the Superintendent or designee is considered final and may not be rescinded without the written approval of the Superintendent.

SECTION 2: REPORTING TO WORK

Official AAL Office Hours

During the school year, standard hours of operation in the administrative office areas are from 8:00 a.m. until 5:00 p.m.

Regular Work Schedules

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

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

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

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

Employee Absences and Attendance

When it is necessary for an employee to be absent, the procedures listed below must be followed: 1.

Employee is expected to report anticipated absences to his/her respective Campus Principal/supervisor as soon as possible.

2. Employee must contact his/her Campus Principal/supervisor to report an absence no later than 8:00 p.m. of the preceding day. If this is not possible, notification must be made to his/her Campus

Principal/supervisor before 6:00 a.m. on the day of the absence. Campus Principals/supervisors will provide emergency contact information to the employee during employee orientation.

3. All leave and absences for non-exempt and exempt staff shall be entered in Skyward Time Off by the employee.
4. AAL employees are expected to be reliable and punctual in reporting for work each scheduled day. If an employee will be late to work or is unable to work as scheduled, the employee should notify their supervisor immediately.
5. Excessive absenteeism, tardiness and leaving work prior to designated time are disruptive to the operations of AAL and may lead to disciplinary action, up to and including discharge from employment. Failure to attend work for up to three days in a row (unless prevented by circumstances beyond the employee's control) without notice to the charter school will constitute job abandonment and/or voluntary resignation on the last day worked, in accordance with applicable federal and state law, and AAL shall process the work separation as a voluntary resignation on the employee's part.
6. In the event of a voluntary resignation, all school-owned property (e.g., keys, uniforms, etc.) must be returned immediately to AAL. No payment shall be made for accrued or unused sick leave or any other type of leave upon voluntary resignation or job abandonment, regardless of whether or not the employee provided advance notice of resignation.

Medical Certification

School administration has the right to and will ask for periodic information from an employee's treating doctor to verify the need for medical absences and to give an indication of when an employee will be able to return to duty. Employees may be asked for a note from their doctor for absences the day before or following a weekend and holiday. Failure to provide the necessary information can affect employee eligibility for leave and will be treated as a failure to follow district policy and procedures.

Medical Examinations

The school administration has the right to, and will ask for, a medical or psychological examination, paid for by the district, if we believe an employee's condition is interfering with the performance of their regular duties. Failure to cooperate will be treated as a failure to follow district policy and comply with directives.

On-the-Job Injuries

In the event of employee injury, even a slight injury, while performing job duties for AAL, an incident report must be completed with the nurse. The incident report should immediately be delivered to the Director of Operations to allow the school to stay in compliance with workers' compensation laws. AAL provides workers' compensation coverage for all employees. If an injury at work causes an employee to be absent, it is their responsibility to inform school administration whether they wish to use accumulated leave in order to receive full pay during an absence, to the extent of available accumulated leave, or whether they wish to save accumulated leave and receive only the temporary income benefits that are available under the workers' compensation laws. If you do not inform the school administration of your choice, absences will NOT be charged to accumulated leave and the employee will receive only temporary income benefits.

Disability

Full-time employees are eligible for disability leave due to non-occupational illness, injuries, or pregnancy. Employees requesting leave must provide written notice of the disability and an expected date of return to work to the Human Resources Department.

AAL recognizes there will be occasions when an illness or other personal event may result in an unscheduled absence. As such, AAL has a leave policy (See Section 3) It is the charter school's expectation that each

employee attends work every day unless approved paid or unpaid leave is granted pursuant to the charter school's leave policy.

Textbook and Materials Acquisition

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

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

Copyrighted Material

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

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

Proprietary Information

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

Performance Evaluations

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

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

The job performance of all employees will be reviewed by the employee's supervisor on an annual basis.

Performance evaluations are based on an employee's assigned job duties and other job-related criteria. All employees will participate in the evaluation process with their assigned supervisor at least annually according to a schedule developed by the Superintendent. These evaluations provide both the employee and his or her supervisor the opportunity to discuss job performance, identify and correct weaknesses, encourage and recognize strengths, and discuss purposeful approaches for meeting goals.

Written evaluations will be completed on forms approved by the Superintendent at least annually. Reports, correspondence, and memoranda also can be used to document performance information. All employees will receive a copy of their written evaluation, have a performance conference with their supervisor, and be given an opportunity to respond to the evaluation. Evaluation documents are confidential.

Employees are strongly encouraged to discuss job performance with their supervisor on an informal day-to-day basis. Additional formal performance evaluations are conducted to provide employees and their supervisor the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

SECTION 3: TIME AWAY FROM WORK

Holidays & School Breaks

AAL will be closed during the following recognized school holidays:

Labor Day September 7, 2026
Indigenous People's Day October 16, 2026
Thanksgiving Day November 26, 2026
Christmas Day December 25, 2026
New Year's Day January 1, 2027
Dr. Martin Luther King, Jr. Day January 18, 2027
Good Friday March 26, 2027
Memorial Day May 31, 2027
Independence Day, July 4, 2027

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

Thanksgiving Break November 23, 2026– November 27, 2026
Winter Break December 21, 2026 – January 1, 2027
Spring Break March 8, 2027 – March 12, 2027

Leave Policy and Procedures

It is the policy of AAL to provide opportunities for employees to take leave under appropriate conditions. AAL recognizes a variety of circumstances when leave may be appropriate. An employee who qualifies for leave must follow the procedures below.

To request a leave of absence, the employee must submit an Absence from Duty request in Skyward Time Off to his/her Campus Principal/supervisor that provides the appropriate information that may include:

1. The type of leave that is being requested.
2. The period requested.
 - a. When appropriate (e.g., Sick Leave, Family Medical Leave, Disability Leave) a written statement from an attending physician on official letterhead outlining the nature of the illness and anticipated recovery time.
3. Adoption documents from the appropriate Adoption Agency; and
4. Official Military Duty assignment documents.

The request for leave is to be submitted to the Supervisor at least two (2) weeks before the date the leave is requested. In the event circumstances will not permit a leave request two weeks in advance, the request must be made as soon as possible. No action will be taken until documentation for Absence from Duty has been submitted in Skyward Time Off.

Please note that all requests must be in writing; no verbal requests or mentioning of an Absence from Duty in casual conversation will be accepted.

Local personal leave days may not be combined with a school holiday. For example, if an employee takes a local personal leave day, the day before or after a school holiday, the employee will not be paid for the local personal leave day.

An Absence from Duty Form that has been denied may be appealed in accordance with AAL's Grievance Policy and Procedures. Local personal leave days may not be combined with school holidays. See Section 7. Grievance Procedures.

Leave Terms and Conditions

Terms:

Immediate Family – for family leave, the term "immediate family" includes:

1. Spouse or partner;
2. Son or daughter, including a biological, adopted, or foster child; a stepchild; a legal ward; or a child for whom the employee stands in loco parentis;
3. Parent, step-parent, parent-in-law, or other individual who stands in loco parentis to the employee;
4. Sibling, step-sibling, sibling-in-law, son-in-law, or daughter-in-law;
5. Grandparent and grandchild; and
6. Any person who may be residing in the employee's household at the time of illness or death if such person is treated by the employee as a member of the employee's family.

Family Emergency – The term "family emergency" shall be limited to natural disasters and life threatening situations involving the employee or a member of the employee's immediate family.

Workday – A "workday" means the number of hours per day equivalent to the employee's work assignment, whether full-time or part-time. If the employee transfers to a position with different hourly requirements, the leave is not adjusted, and future accumulations of leave will be based on the current assignment.

Conditions:

Absence/Leave Request Form – An Absence from Duty Form is required for leave. The absence from duty is a record established to track and maintain an employee's leave status. The absence can be paid or non-paid and can also be discretionary (foreseen absence) or nondiscretionary (unforeseen absence).

Notice of Early Return to Work – An employee who wants to return to work before the "return to work date" on the approved Absence/Leave Request Form shall notify the Human Resources Department before a "return to work" date is permitted.

Responsibility of Employee – The employee shall submit leave request forms, return to duty forms from an appropriate entity, and related leave of absence documentation to Human Resources Department before the employee is allowed to return to work.

Recording of Leave Taken – Except for employees who are receiving workers' compensation wage benefits and are on Family Medical Leave Act (FMLA), employees shall use all local personal/vacation time before any type of leave subject to Workers' Compensation and FMLA. Leave is recorded in work days, except in accordance with provisions for intermittent leave under FMLA. Employees shall be charged leave for all leave taken. The Business and Finance Department shall monitor and accurately report employees' use of leave time.

Medical Certification

An employee who is absent three (3) or more consecutive days due to illness shall require certification of a health care provider, either before or on the day he/she returns to work.

Health Care Provider

Medical certification shall be made by a health care provider as defined by the Family and Medical Leave Act.

Certification of Long-Term Illness

Upon request for a long-term leave of absence for an employee's serious health condition or for that of an immediate family member, the employee should provide medical certification of the disability or illness at a minimum of 30-day intervals when he or she is:

1. In a temporary disability leave status only, or
2. On FMLA leave and has exceeded the date of disability assigned by his or her physician.

An employee's failure to provide proper notice and required documentation for an extension of the leave may result in denial of a leave request.

Medical Release

An employee's request to return to work shall be accompanied by written medical certification of the employee's ability to perform essential job functions, with or without reasonable accommodation, immediately upon return to duty. This certification must be provided to the Campus Principal/supervisor and Human Resources before the first day of returning to work. An employee cannot provide a medical certification on the same day that he or she returns to work.

Failure to Return to Work

An employee's failure to return from maximum available long-term leave may result in his or her termination of employment. In the event a contract employee fails to return to active duty as soon as he or she is released by the physician to perform regular duties, and the employee is not on an approved FMLA or Temporary Disability Extended Leave, and has not requested a release from his or her contract, he or she may be subject to termination. In the event a non-contract employee fails to return to active duty as soon as he or she is released by the physician to perform regular duties, and the employee is not on an approved FMLA or Temporary Disability Extended Leave, the employee may be deemed to have resigned from his or her position with AAL and to have waived any and all rights to further employment by AAL.

Employee Reinstatement

All employees of AAL are subject to assignment by the Superintendent. Therefore, an employee returning from any type of absence or leave may be assigned to a different position, just as an employee not on leave. However, when possible to meet the educational needs of AAL's students, efforts shall be made to return the employee to the same school and position held by the employee before the leave. If the educational needs of AAL do not

allow such an assignment, a suitable assignment will be made subject to availability. AAL shall meet return to work provisions found in the various leave laws. The employee's pay and benefits shall resume or continue as specified in the policy under which the employee's leave was granted. An employee returning from leave shall be entitled to return no later than the start of the next school year after making a written request to AAL to return. An employee's reinstatement may be delayed until the start of the next school year if:

1. The employee's leave begins more than five (5) weeks before the end of the semester if the leave lasts at least three weeks and intended return date is during the three-week period before the end of the semester;
2. If the employee's leave begins during the five (5) week period before the end of the semester because of the birth of a son or daughter or the placement of a son or daughter for adoption or foster care, or to care for a spouse, son, daughter or parent with a serious health condition, or to care for a covered service member, when the leave lasts more than two weeks and the intended return date is during the two-week period before the end of the semester;
3. If the employee's leave begins during the three (3) week period before the end of the semester because of the birth of a son or daughter or the placement of a son or daughter for adoption or foster care, or to care for a spouse, son, daughter or parent with a serious health condition, or to care for a covered service member, when the leave lasts more than five working days.

If an employee is required to take leave until the end of the semester, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA entitlement. If an employee is required to take leave until the end of the semester, health insurance provided to the employee through AAL shall be maintained.

Restricted Duty

If a physician recommends restricted duty, the Superintendent may approve the employee's return to duty subject to the availability of a position allowing designated restrictions. An employee assigned to restricted duty who refuses to accept the assignment may be subject to termination of his or her employment.

Availability

Should the employee cease to be employed by AAL before the end of his or her contract year, leave earned will be prorated based on actual days employed. Any leave days used but not earned shall be deducted from the employee's final paycheck. Employees who resign shall forfeit all local personal days.

Local Personal Leave

Local personal leave may be used for the following:

1. Employee's local personal business;
2. Illness of the employee;
3. Illness of a member of the employee's immediate family;
4. Death in the employee's immediate family; and
5. Maternity leave.

Eligibility for Local Personal Leave.

Each full-time employee working on a duty calendar of fewer than 226 days, whether in an exempt (salaried) or non-exempt (hourly) position, will be granted five (5) days of local personal leave per school year.

Employees assigned to a 226-day or 245-day duty calendar will be granted ten (10) days of local personal leave per school year. These employees may carry over up to five (5) unused local personal leave days to the following school year. Any unused local personal leave in excess of five (5) days will be forfeited at the end of the school

year.

Exempt (salaried) employees must take local personal leave in full-day or half-day increments. Non-exempt (hourly) employees must take local personal leave in hourly increments that correspond to the number of work hours missed.

Use of Local Personal Leave

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

Approval for Local Personal Leave

At least two (2) days prior to the anticipated absence, employees are required to complete an Employee Request for Leave Form and submit it to their direct supervisor and to the Business and Finance Department for approval. For unexpected illnesses of an employee or of an employee's family member, employees are required to submit a completed Employee Request for Leave Form no later than the day that the employee returns to work.

Accumulation of Local Personal Leave

At the end of each school year, any unused Local Personal Leave will not be paid to the employee. Local Personal Leave will not be paid to any employee who is separated from employment during the school year, either because of resignation, retirement, or termination. Local Personal Leave will not accumulate from one school year to the next school year.

Rate of Accrual for Local Personal Leave

Each full-time employee who works for the entire school year is entitled to local personal leave. Employees assigned to duty calendars of fewer than 226 days will receive five (5) local personal leave days per year. Employees assigned to 226-day or 245-day duty calendars will receive ten (10) local personal leave days per year.

Employees who are regularly employed for only a portion of the school year shall earn local personal leave on a prorated basis from their first day of employment. The amount of leave earned will be prorated based on the employee's duty calendar and annual leave entitlement.

Employees assigned to duty calendars of fewer than 226 days may not accumulate unused local personal leave from year to year. Employees assigned to 226-day or 245-day duty calendars may carry over up to five (5) unused local personal leave days to the following school year. Any unused local personal leave in excess of five (5) days will be forfeited.

Local personal leave may not be used in conjunction with a school holiday to extend time away from work and may not be utilized during the week of state-mandated standardized testing unless approved by the Superintendent or designee due to extenuating circumstances.

Temporary Disability Leave

The maximum length of temporary disability leave for auxiliary personnel shall be 60 calendar days. The maximum length of temporary disability leave for all other employees shall be 180 calendar days. Recertification is required at 30-day intervals. Temporary disability leave shall run concurrently with FMLA and/or workers' compensation. If a temporary disability is foreseen, then the request for temporary disability leave must be completed 30 days in advance. If the temporary disability is unforeseen, then the request must be submitted as soon as possible. If an employee does not return to work after 12 weeks of FMLA leave all benefits will be terminated. Employees may continue to participate in AAL's group insurance programs during their twelve weeks of leave but must pay their portion of those benefits.

Short-Term Leave

An employee may qualify for short-term leave in extraordinary circumstances, and where the employee is absent three (3) or fewer consecutive days and where the employee does not qualify for another leave under this Employee Handbook. If an employee is granted short-term leave, the employee must submit to his or her supervisor an Absence from Duty Form immediately after returning to duty from short-term leave. The Business and Finance Department shall record short-term leave based on the information provided on the employee's Absence from Duty Form.

Long-Term Leave

An employee may qualify for short-term leave in extraordinary circumstances, and where the employee is absent for more than three (3) consecutive days and where the employee does not qualify for another leave as provided in this Employee Handbook. An employee who is eligible for long-term leave shall submit to his or her supervisor an Absence from Duty form and such medical or other certification documents, as appropriate, immediately after returning to duty from long-term leave. The Business and Finance Department shall record long-term leave based on the information provided on the employee's Absence from Duty Form. Other Absences – Any other leaves granted or days of absence shall result in a deduction of the daily rate of pay for each day of absence unless otherwise provided.

Vacation Leave

AAL provides Vacation Leave to all eligible employees and requires employees to plan for its use in advance.

Requests for Use of Vacation Leave

Requests for Vacation Leave should be submitted in writing to the Campus Principal/Supervisor at least two (2) weeks in advance. Requests are approved at the discretion of the Campus

Principal/Supervisor and Superintendent. Vacation before and/or after a Holiday will be approved at the discretion of the Superintendent.

When possible, requests for vacation will be granted as requested by employees. However, employees must bear in mind that operating the school requires an adequate number of trained staff at all times. To maintain quality education services, knowledgeable employees must be in key areas whenever the school is open. This must be kept in mind when scheduling vacations and this can mean that a request for vacation will be denied if it would cause insufficient staffing of the school. To request Vacation Leave, the employee must submit a completed Absence from Duty Form to the supervisor at least two (2) weeks before the date the vacation is requested. In the event, circumstances will not permit a vacation request at least two weeks in advance; the request must be made as soon as possible.

Compensation for Unused Vacation Leave

Employees will not be paid for unused Vacation Leave.

When an official holiday occurs during a vacation, that day is not charged against vacation time. Sickness during vacation may be taken as local personal days if verified by a doctor's certificate. (Please see Holidays – *(Section 3)* for guidance concerning the use or accrual of Vacation Leave during closed or open holidays.)

Forfeited Vacation Days

Vacation time is an important benefit, and employees are encouraged to use their earned vacation leave for rest and personal well-being. Vacation requests will be considered based on operational needs and staffing requirements to ensure the continued effective operation of the District.

All vacation requests must be submitted in writing and approved in advance by the employee's supervisor. Verbal requests, informal conversations, or mentions of planned vacations will not be considered official requests for leave.

Vacation days not used within the applicable school or fiscal year will be forfeited and may not be carried forward unless otherwise required by law or approved by the Superintendent.

Employees assigned to duty calendars of fewer than 226 days may not carry over unused local personal leave from year to year. Employees assigned to 226-day or 245-day duty calendars may carry over up to five (5) unused local personal leave days to the following school year. Any unused local personal leave in excess of five (5) days will be forfeited at the end of the school year.

Family and Medical Leave Act (FMLA)

The FMLA provides employees who meet certain eligibility criteria with unpaid leave for certain family and medical reasons during a 12-month period. During a period of FMLA leave, eligible employees are entitled to continue group health plan coverage as if they had continued to work. During approved FMLA leave, AAL will maintain the employee's health benefits as if he/she continued to be actively employed. If paid leave is substituted for unpaid FMLA leave, AAL will deduct the employee's portion of the health plan premium as a regular payroll deduction. If the leave is unpaid, the employee must pay his/her portion of the premium by submitting a check to the Business and Finance Department as necessary. An employee's health care coverage will cease if his/her premium payment is more than 30 days late. If the employee's payment is more than 15 days late, we will send the employee a letter to this effect. If we do not receive premium payment within 15 days after the date of this letter, coverage may cease. If an employee elects not to return to work for at least 30 calendar days at the end of the approved leave period, the employee will be required to reimburse AAL for the cost of the health benefit premiums paid by AAL for maintaining coverage during the unpaid leave, unless the employee cannot return to work because of a serious health condition or other circumstances beyond his/her control. Employees may not earn additional paid time off while on FMLA. At the conclusion of the leave, subject to some exceptions, eligible employees generally have the right to return to the same or an equivalent position and equivalent pay, benefits and working conditions.

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

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

Leave Entitlements

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

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

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

AAL requires the use of accrued paid leave while taking FMLA leave. If an employee substitutes paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

Benefits and Protections

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

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

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

Eligibility Requirements

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

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

worksite.

Requesting Leave

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

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

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

Employer Responsibilities

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

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

Enforcement

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

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

For additional information or to file a complaint:

1-866-4-USWAGE

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

www.dol.gov/whd

Local FMLA Guidelines

Calculating FMLA Leave Year

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

- A "rolling" 12-month period measured backward from the date of any FMLA leave usage. *(Each time an employee takes FMLA leave, the remaining leave is the balance of the 12 weeks not used during the 12 months immediately before the FMLA leave is to start.)*

Use of Paid Leave

FMLA leave runs concurrently with accrued sick and personal leave, temporary disability leave, and

absences due to a work-related illness or injury. AAL will designate the leave as FMLA, if applicable, and notify the employee that accumulated leave will run concurrently.

Combined Leave for Spouses

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

Intermittent Leave

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

Fitness for Duty

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

Reinstatement

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

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

Contact

Employees that require FMLA leave or have questions should contact the Human Resources Department at (713) 668-8237 for details on eligibility, requirements, and limitations.

Bereavement Leave

In the event that full time employees experience the death of an immediate family member, AAL will provide up to three (3) days of paid time off per school year. An employee may request to use additional vacation or personal paid leave time if the employee has such leave available. An immediate family member is defined as a spouse, child or stepchild, parent, grandchild, grandparent, sibling, father-in-law, and mother-in-law, spouse's grandparent, daughter-in law/son-in-law, any other family member residing in the employee's home.

Bereavement leave should be taken consecutively, within a reasonable time from the date of the death

or day of the funeral and may not be split or postponed.

If an employee experiences a death in the family, he or she should inform the Campus Principal/Supervisor as soon as possible. Supporting documentation may be required.

Military Leave of Absence

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

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

Eligibility

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

Procedures for Military Leaves of Absence

Employees must contact Human Resources Department to obtain a military leave of absence form. Notice of the need for leave should be provided as far in advance as is reasonable under the circumstances, unless providing advance notice is prevented by military necessity or is otherwise impossible or unreasonable. Written notice is preferred, but not required under law. Human Resources Department will review the request for military leave of absence and issue written notice as to whether the request is approved.

Benefits

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

- **Absences of 31 or more days:** The employee may elect to continue coverage for up to 24 months or for the period of military service (including the time period allowed to reapply for reemployment), whichever is shorter. The employee may be required to contribute up to 102% of the overall (both employer and employee) premium. Upon reinstatement, the employee must be reinstated immediately into the health plan without any waiting periods or pre-existing condition exclusions.
- **Absences of fewer than 31 days:** The employee is entitled to coverage under the health benefits plan as if he or she were employed continuously. The employee must continue to pay his or her portion of the regular premium.

- If the employee is participating in TRS-ActiveCare, the employee must elect to continue participation in the plan. If the employee does not elect continuation, coverage will end on the last calendar day of the month in which the employee enters active, full-time military service.

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

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

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

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

Reemployment

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

- The employee provided AAL notice of the need for military leave.
- The period of military service did not exceed five. Years. (Note: Some types of duty do not count against this five-year limit. Employees with disabilities have two years after their return dates—for purposes of recuperation and convalescence—to seek reemployment.)

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- The employee was released under honorable conditions.
- The employee returned and reapplied for re-employment within the following time restrictions:
 - o **Leaves of fewer than 31 days:** The employee must report to work on the first regularly scheduled work period following the completion of military service; no application is required.
 - o **Leaves of more than 31 but fewer than 180 days:** The employee must apply for reinstatement within 14 days after completion of military service.
 - o **Leaves of more than 180 days:** The employee must apply for reinstatement no more than 90 days after completion of military service.

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

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

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

Protection from Discharge

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

General Benefits Upon Reemployment

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

Jury Duty/Court Appearance

AAL will grant employees time off for mandatory jury duty or for court appearances as a witness when the employee must serve or is required to appear as a result of a jury summons, court order, or subpoena. A leave of absence for jury or grand jury duty will be granted to any employee and will be compensated at his or her regular daily or hourly rate for each day of absence due to jury or grand jury duty, up to a total of three (3) days of paid absence per school year. A copy of the jury summons, court order or subpoena must be supplied to the employee's supervisor when requesting time off.

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

Workers' Compensation

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

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

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

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

An employee receiving workers' compensation wage benefits for a job-related illness or injury may

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

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

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

Voting Leave

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

SECTION 4: BENEFITS

Health Coverage Benefits

Group health insurance coverage is available through TRS Active Care to eligible employees in accordance with TRS Active Care provisions. Employees may access the TRS website at: https://www.trs.texas.gov/Pages/healthcare_trs_activecare.aspx

AAL's medical coverage plan(s) and AAL's annual contribution(s) to such plan(s) are reviewed annually and approved as needed by the Board of Directors. Detailed information and descriptions of coverage, premiums, and eligibility are available through Human Resources Department or by visiting the benefit portal at <https://web.auth.thebenefitshub.com/academyofaccelerated>.

Dental

Lincoln Life Dental is the dental insurance provider for the Academy of Accelerated Learning, Inc. Lincoln Life Dental offers a choice of two plans providing comprehensive dental coverage through two district networks. Information and link to Lincoln Life Dental can be found on the Benefit Portal at <https://web.auth.thebenefitshub.com/academyofaccelerated>.

Vision

Eyetopia Vision Care is the vision provider for the employees of AAL. Eyetopia Vision Care offers a choice of two plans providing comprehensive vision coverage through two district networks. This provides a large choice of providers from which employees may choose. Information on the vision plan can be obtained through the benefit portal at <https://web.auth.thebenefitshub.com/academyofaccelerated>.

Benefits

This section is intended to provide a broad overview of the benefits AAL offers its employees. Unless otherwise specified, only regular, full-time employees are eligible for these benefits. Moreover, if any of the eligibility criteria or benefits described below conflict with an applicable benefit plan, plan summary or other plan document, the plan documents shall govern. AAL reserves the right to add, eliminate, or modify any benefit as it deems fit, in its sole discretion and consistent with applicable law.

Medical/Health Benefits

Medical insurance benefits are available to all employees during the annual open enrollment period and during the first 30 days of employment. Supplemental benefits are available to all new employees. These benefits include participation in group dental, other voluntary plans, and options to participate in a retirement plan, and health insurance for family members.

AAL will contribute a flat amount towards the cost of the coverage for medical insurance for all employees who work full-time hours. However, all employees must pay the remaining cost of medical insurance benefits. Other medical/health benefits are available to all full-time employees at the employee's expense.

Cafeteria Plan Benefits (Section 125)

Employees may be eligible to participate in the Cafeteria Plan (Section 125) and, under IRS regulations, must either accept or reject this benefit. This plan enables eligible employees to pay certain insurance premiums on a pretax basis. A third-party administrator handles employee claims made on these accounts.

New employees must accept or reject this benefit during their first month of employment. All employees must accept or reject this benefit on an annual basis during the school's open enrollment period.

Supplemental Teacher Retirement

All personnel employed on a regular basis for at least four and one-half months are members of the Teacher Retirement System of Texas (TRS). Substitute personnel not receiving TRS service retirement benefits who work at least 90 days a year are also eligible for TRS membership and to purchase a year of creditable service. TRS provides members with an annual statement of their account showing all deposits and the total account balance for the year ending August 31, as well as an estimate of their retirement benefits.

Employees who plan to retire under TRS should notify Human Resources as soon as possible. Information on the application procedures for TRS benefits is 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.state.tx.us).

Unemployment Compensation Insurance

Employees who have been laid off or terminated through no fault of their own may be eligible for unemployment compensation benefits. Employees are not eligible to collect unemployment benefits during regularly scheduled breaks in the school year or the summer months if they have employment

contracts or reasonable assurance of returning to service.

Worker's Compensation Insurance

AAL, in accordance with state law, provides workers' compensation benefits to employees who suffer a work-related illness or are injured on the job. AAL has workers' compensation coverage from Texas Mutual.

Benefits help pay for medical treatment and make up for part of the income lost while recovering. Specific benefits are prescribed by law depending on the circumstances of each case.

All work-related accidents or injuries should be reported immediately to your campus administrator. Employees who are unable to work because of a work-related injury will be notified of their rights and responsibilities under the Texas Labor Code.

Teacher Retirement System of Texas

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

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

Substitutes not receiving TRS service retirement benefits who work at least 90 days a year are also eligible for TRS membership and to purchase a year of creditable service. To earn a year of TRS membership credit, an employee must work in a TRS-eligible position or receive paid leave from a TRS-eligible position for at least 90 days during the school year. If an employee will not meet the 90-day requirement and has worked in excess of five days in a workweek, it is the employee's responsibility to ensure the additional day(s) have been reported. Members should carefully review years of service reported when TRS provides them with an annual statement of their account showing all deposits and the total account balance for the year ending August 31, as well as an estimate of their retirement benefits.

An employee of a public, state-supported educational institution in Texas is considered to meet these requirements if the employee's customary employment is for twenty (20) hours or more each week at a single employer and for 4½ months or more in one school year.

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

Employees can contact TRS by calling 800-223-8778 or 512-542-6400. TRS information is also available on the web at www.trs.state.tx.us.

An employee is no longer eligible to receive retirement annuity from TRS if the person is convicted of a qualifying felony against a student. A qualifying felony includes the continuous sexual abuse of a young child or children, an improper relationship between an educator and student, sexual assault, or aggravated sexual assault.

Retirement

All personnel employed on a regular basis for at least four and one-half months are members of the Teacher Retirement System of Texas (TRS). Substitute personnel not receiving TRS service retirement benefits who work at least 90 days a year are also eligible for TRS membership and to purchase a year of creditable service. TRS provides members with an annual statement of their account showing all deposits and the total account balance for the year ending August 31, as well as an estimate of their retirement benefits.

Employees who plan to retire under TRS should notify Human Resources as soon as possible. Information on the application procedures for TRS benefits is 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.state.tx.us).

Other Retirement Plans [(403(b) and 457(b))

AAL offers a voluntary pre-tax salary reduction retirement plan in which eligible employees may elect to participate in.

Same Sex Spouses

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

Additional Benefits

AAL offers additional benefits – see Human Resources Department.

COBRA Benefits

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under AAL's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation; termination of employment; death of an employee; a reduction in an employee's hours; leave of absence; divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage after a qualifying event at AAL's group rates plus an administration fee for continuation coverage. AAL provides each eligible employee with a written notice describing rights granted under COBRA when a qualifying event occurs.

The notice contains important information about the rights and obligations of the employee and/or beneficiary(ies). Failure to timely comply with the notice may result in a loss of insurance coverage. It is imperative that each employee keep AAL apprised of the status of his/her family life and age of dependents.

Confidentiality of Personal Health Information

All AAL employees who have access to personal health information of other employees or students are required to maintain such information confidential. Employees with access to such confidential information must not use or disclose such information in any manner that jeopardizes the information's confidentiality or that is not

necessary for purposes of conducting legitimate AAL business. Any employee who violates this policy will be subject to disciplinary action, up to and including immediate discharge.

Workplace Health and Safety

AAL strives to reduce dangers to health and safety by creating and maintaining improved working conditions, free from recognized hazards that might cause serious physical injury or illness. Employees must comply with all health and safety policies and practices as may be updated by AAL from time to time. Any employee who observes or believes a threat to health and safety exists must immediately report his/her concern to Human Resources. Employees who make such reports in good faith shall not be subject to retaliation of any kind, and AAL will investigate all such concerns and address any potential risks as necessary.

As a part of the Texas School Safety Center requirements, all exterior doors must be locked at all times. In order to better ensure the safety of students and staff, AAL will adhere to the requirements of the Texas School Safety Center. All outside classroom doors that have direct access to students and staff are considered exterior doors. These doors must remain locked at all times. Propping open any exterior door for any reason, for any amount of time, is strictly forbidden. Campus Principal must establish procedures to ensure that all exterior doors are working properly and remain locked at all times.

Local Personal Day Benefits

All employees, except positions designated by the Board of Directors, are provided five (5) local personal days per year. Employees who do not work the full year will have their leave prorated based on the actual number of days worked per their employment calendar. The school does not transfer personal days from other schools or carry forward unused days from the previous year unless otherwise provided by the Board of Directors. An employee may not use personal days immediately before or after a holiday or vacation. Also, personal days may not be taken during staff development days, or between August 1st and September 15th and during the months of May and June unless otherwise pre-approved by Campus Principal. Any personal leave taken during this time frame must have approval from the Superintendent. All employees will be governed by the following conditions:

1. Accept five (5) days of personal leave benefits with the understanding that your performance evaluation and salary increases will include a review of your attendance record during each scholastic year;
2. Accept the condition that no payment will be received for local personal leave taken beyond the annual five (5) days of personal/sick leave benefit.
3. Personal time taken during staff development days, or between August 1st and September 15th and during the month of May and June must have the prior written approval of the Superintendent.

The procedure for taking a personal day is to contact your campus principal or supervisor by telephone before 6:00 a.m. the day you will be absent. When possible, contact your campus principal/supervisor to report an absence no later than 8:00 p.m. of the preceding day. Employees are expected to contact their respective Campus Principal/supervisor each and every day they are absent. Leaving messages by voice mail or with other employees is not acceptable. Unauthorized leave will not be tolerated and any employee violating this policy can be suspended without pay or terminated from employment.

Unemployment Compensation Insurance

Terminated employees may be eligible for unemployment compensation benefits under the Texas Unemployment Compensation Act. At-will employees and employees provided with a notice of

reasonable assurance of returning to service are not eligible for unemployment benefits during regularly scheduled breaks in the school year or summer months. Employees with questions about unemployment benefits should contact the Human Resources Department.

WAGES AND EXPENSES

AAL follows all Texas Payday Laws. All employees are paid on the 1st and 16th day of each month in accordance with the Texas Payday law.

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

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

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

Classification of Employees: Hours Worked

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

Classification of Employees: Non-Exempt Status vs. Exempt Status

AAL assigns positions, determines wages and compensates employees for overtime in accordance with state laws, local laws, and the federal Fair Labor Standards Act. The workweek for each employee is set forth in this Employee Handbook.

- **Exempt vs. Non-Exempt Designation.** Each employment position is designated as either non-exempt or exempt as required by the federal Fair Labor Standards Act (FLSA). It is the intent of AAL to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time.
- **The right to terminate the employment relationship at-will** at any time is retained by both the employee and AAL.
- **Exempt Positions.** Exempt status applies to the position, not the employee. Exempt simply means

the position the employee fills is exempt from the FLSA, and is not entitled to overtime compensation. Exempt employees are paid on a salaried basis, and their salaries are not reduced for absences of less than one full day. However, any full days of absence taken in excess of the employee's allotment/service record accumulation of sick or personal leave will result in an employee payroll deduction calculated on a pro-rated daily rate. Generally, teaching and administrative positions are designated as exempt positions.

- o Teaching positions are classified as exempt positions if:
 - The primary duty is teaching, tutoring, instructing or lecturing in the activity of imparting knowledge; and
 - They are employed and engaged in this activity as a teacher in an educational establishment.
 - o Administrative positions are classified as exempt positions on the basis of the current FLSA weekly pay amounts.
 - The position is compensated on a salary basis at a rate of \$ 1,128 or more per week; and
 - The primary duty is performance of office or non-manual work directly related to the management or general business operations of the of the employer or the employer's customers; and
 - The primary duty includes the exercise of discretion and independent judgment with respect to matters of significance.
 - o Exempt employees are excluded from specific provisions of federal and state wage and hour laws.
 - o An employee's Exempt or Non-Exempt classification may be changed only upon written notification of AAL, and in accordance with applicable federal law.
- Non-Exempt Positions. Non-exempt positions are those positions that are not exempt from the FLSA. Non-exempt positions require the school to pay the employee overtime (time and a half) for all hours worked in excess of 40 hours in a workweek. The key phrase is "hours worked." An employee may work 32 hours in a week and have 16 hours of vacation time. This would reflect 48 hours on a paycheck, but for overtime calculation, the employee actually worked 32 hours – so overtime would not be paid. All employees in positions that are classified as non-exempt will be required to maintain a timecard or record, and will be eligible for overtime pay in accordance with the appropriate federal and state wage and hour laws.
 - AAL's positions are reviewed and assigned an FLSA (exempt or non-exempt) status that is maintained on a master record by the Human Resources Department. Employees may obtain this information from the Human Resources Department upon request.
 - Timekeeping. Federal and state laws require AAL to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties. Employees are not to estimate future hours and include them on their timecard.
 - Non-exempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. This work log should be recorded as it takes place – not several hours or days later. Overtime work must always be approved before it is performed.
 - Non-exempt employees should report to work no more than 15 minutes prior to their scheduled starting time nor stay more than 15 minutes after their scheduled stop time without expressed, prior authorization from their immediate supervisor and/or the Campus Principal.
 - Employees are to clock into Skyward and their time is then recorded. Supervisors should regularly review their employee's time. Business and Finance Department retrieve the timecard report to verify time and attendance.

- Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

Minimum Wage and Overtime

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

Payday

Employees are paid in accordance with administrative guidelines and salary schedules. AAL's salary schedules are reviewed by the Superintendent each year. Salary schedules are adjusted as data dictate, and budgets allow. The Board of Directors approves salary schedules on an annual basis.

All AAL positions are classified as either exempt or nonexempt according to applicable law. Professional employees and academic administrators are generally classified as exempt and are paid on a salary basis regardless of the number of hours worked. Exempt employees are not entitled to overtime compensation. Employees classified as nonexempt are paid a salary based on an hourly wage. Nonexempt employees are not allowed to work beyond 40 hours within a work week. If nonexempt employees are approved by the Superintendent to work beyond 40 hours a week, they will receive overtime pay at time and half. The workweek is defined as Monday through Sunday.

Employees are compensated based upon a Board-approved pay schedule that may be amended by the Board from time to time. All employees of AAL participate in the Texas Teacher Retirement System instead of paying into the Social Security retirement system. However, Medicare contributions remain a deduction each pay period.

Payroll occurs on a semi-monthly basis and is distributed to all employees on the 1st and 16th day of each month. Paid salary begins on the date defined in the Employment Letter of Agreement and continues until a salary amendment has been approved by the Board of Directors unless an employee is terminated or resigns.

Work performed from the 1st of the month through the 15th of the current month will be paid on the first day of the following month; work performed from the 16th through the last working day of the month will be paid on the 16th of the following month.

All payroll questions should be directed to the Business and Finance Department. AAL pays

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

- Exempt Employees. Paydays will take place twice (2) per month on the 1st and 16th. All exempt employees will receive annualized pay in their semi-monthly paychecks, whether central office administrators who work 12 months per calendar year, campus administrators who work 11 months per calendar year, or teachers and other instructional staff who work 10 months per calendar year. For the purposes of this Employee Handbook, annualized pay means the payment of wages is equalized payments over the course of 24 pay periods.
- Non-Exempt Employees. Paydays will take place twice per month on the 1st and 16th of each month. All non-exempt employees will receive annualized hourly pay in their semi-monthly

paychecks. For the purposes of this Employee Handbook, annualized hourly pay means the payment of wages is equalized payments over the course of 24 pay periods.

- **Final Paycheck.** If an employee is laid off, discharged, fired, or otherwise involuntarily separated from employment, the final payday will be within six (6) calendar days of discharge. If the employee quits, retires, resigns, or otherwise leaves employment voluntarily, the final payday will be on the next regularly scheduled payday following the effective date of resignation. Any school employee who receives annualized pay and who has been overpaid wages as of their last day of employment either must reimburse the school for the amount of overpaid wages or must provide written consent for the amount of the overpaid wages to be deducted from the employee's final paycheck.

Supplemental Duties and Related Stipends

The Superintendent may assign formal supplemental duties to personnel from time to time for activities such as athletic coaching and student club sponsoring.

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

Automatic Deposit

Employees must have their paychecks deposited into a designated account. This structure helps AAL pay its employees faster and more accurately. You may contact the Business and Finance Department for more information about automatic payroll deposit services.

Employees are responsible for notifying the Business and Finance Department, in writing, at least ten (10) business days before a regular scheduled payday of any changes in the employee's banking status. If the change constitutes the closing of a currently designated account, an alternate account must be specified. If funds cannot be deposited in an account and are returned by the bank for any reason, a replacement check will not be issued until the funds are credited back to AAL's bank account. Additionally, a replacement fee may be applied.

The replacement check will be issued after the funds have been returned, and the employee will pick up their check at the Business and Finance Department and should bring a valid replacement direct deposit form.

Mistake in Payroll or Expense Reimbursement

Employees are required to immediately notify their supervisor in the event of a suspected mistake in

their payroll or expense reimbursement. Failure to report an overpayment in payroll or in an expense reimbursement may result in disciplinary action.

Lost/Stolen Paychecks

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

Unclaimed Payroll Checks

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

Authorized Check Pick Up

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

Attendance Records

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

Travel Expense and Other Reimbursements

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

Deductions in Pay

AAL is required to make the following automatic payroll deductions.

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

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

If you have questions why deductions were made from your paycheck or how they were calculated, notify Business and Finance Department.

Final Wages

AAL will remit an employee's final wages via a live check or by electronic transfer of funds as required by applicable law.

Personnel File Access

An employee may view their application, promotion, disciplinary action and transfers. Also, an employee may review policy sign off forms and training records. Employees may not review references or reference checks, records of any investigation undertaken by management, medical records, documents related to a judicial proceeding, any document that would violate the confidentiality of another employee, and documents used for employee planning. An employee must submit a written notification within 72 hours (weekends excluded) to Human

Resources to request access to his/her personnel file under the Public Information Act (PIA). As AAL is a governmental entity, the PIA provides a means for employees to inspect or copy their personnel records. An employee may have access to his/her personnel file at least once a year and no more than once every six (6) months. The maximum number of times that an employee may request access to personnel files during twelve consecutive months is two.

The employee must review their personnel files in the presence of a Human Resources staff person. The employees may not remove from the office any part of the personnel file.

The employee may request photocopies of the file or portions of the file. Within reason, the Human Resources staff person will provide photocopies. For extensive copying, the employee will need to pay for the photocopies.

Job Vacancies

Job vacancies by position and location are posted on a regular basis on the district's Web site. Notice of vacant positions, except for the positions that affect the safety and security of the students as determined by the Board, will be posted as least ten (10) school days before a position is filled on a bulletin board in the District's central administration break room, the central office of each campus, and on the District website. However, the District may fill a teacher vacancy that occurs during the school year based on a notice of vacancy that is posted for less than ten school days.

SECTION 5: NON-DISCRIMINATION AND ANTI-HARASSMENT

Non-Discrimination

AAL does not discriminate against any employee or applicant for employment because of race, color, religion, gender, sex, national origin, age, disability, military status, genetic information, or any other

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

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

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

AAL has designated the following person as the Title IX Coordinator, who is responsible for receiving and overseeing investigations of alleged discrimination on the basis of sex, including sexual harassment: Martha Bravo; 5300 N. Braeswood, Ste. 8, Houston, TX 77096; mbravo@aalinc.org

AAL has designated the following person as the ADA Coordinator, who is responsible for receiving and investigating complaints of alleged discrimination or harassment on the basis of disability: Brianna Perez, 5300 N. Braeswood, Ste. 8, Houston, TX 77096; bperez@aalinc.org

AAL has designated the following person as the Title VII/ADEA Coordinator, who is responsible for receiving and investigating complaints of alleged discrimination or harassment on the basis of age: Martha Bravo 5300 N. Braeswood, Ste. 8, Houston, TX 77096; mbravo@aalinc.org All other complaints regarding equal employment opportunity may be directed to: Human Resources Department.

Federal and State Worksite Postings

Required state and federal postings are found at each AAL facility. The following postings can be found in an area common to all employees at their facility: Employee Rights Under the Fair Labor Standards Act; Job Safety and Health: It’s the Law; Employee Rights and Responsibilities Under the Family and Medical Leave Act; Equal Employment Opportunity is the Law; Your Rights Under USERRA; Employee Polygraph Protection Act Notice (“EPPA”); Texas Payday Law; Texas Whistleblower Act Notice (“TWA”); Unemployment & Payday Law; Notice to Employees

Concerning Workers’ Compensation in Texas; and the Texas Hazard Communication Act Notice (“THCA”) to Employees. Postings are in both English and Spanish for all employees to read.

Immigration Law Compliance

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

Nondiscrimination Based on Religion

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

Nondiscrimination Based on Military Service

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

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

Americans with Disabilities Act (ADA)

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

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

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

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

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

Prohibition of Harassment

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

3. Enduring the offensive conduct becomes a condition of continued employment; or 4. The conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

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

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

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

Retaliation

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

Reporting Discrimination and/or Harassment

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

AAL takes allegations of harassment and discrimination very seriously and intends to

investigate all official complaints. AAL will take appropriate actions for all substantiated allegations. Employees who believe they are being harassed or discriminated against are requested to take the following actions:

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

immediately contact the designated Compliance Coordinator. • Complaints will be handled in a timely manner.

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

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

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

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

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

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

If the results of an investigation indicate that prohibited conduct occurred, AAL shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct. AAL may also take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.

To the greatest extent possible AAL shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. The purpose of this provision is to maintain impartiality and confidentiality to the extent possible. Both the reporting individual, victim and the accused have equal privacy rights under the law, and AAL must respond accordingly. However, limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

An employee who is dissatisfied with the outcome of the investigation may appeal through the "Process for General Employee Complaints and Grievances" process described in this Employee Handbook.

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

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

Sexual Harassment Prohibited

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

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

5. A school employee conditioning the provision of aid, benefit, or service on an individual's participation in unwelcome sexual conduct;
6. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to AAL's educational programs or activities;
7. Sexual assault, dating violence, domestic violence, or stalking (as those offenses are defined in the Clery Act, 20 U.S.C. § 1092(f), and the Violence Against Women Act, 34 U.S.C. § 12291(a)).

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

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

General Definitions

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

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

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

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

Reporting Sexual Harassment

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

including during non-business hours, by using the telephone number or email address, or by mail to the office address, listed for the Title IX Coordinator.

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

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

Notice of Allegations

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

- Notice of AAL's grievance process, including any informal resolution process.
- Notice of the allegations of sexual harassment, including, to the extent known, the identity of the parties, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident.
- Notice that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made known at the conclusion of the grievance process.
- Notice that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney.
- Notice that the parties may inspect and review evidence related to the complaint.
- Notice that AAL prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

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

Grievance Process

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

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

- AAL will require an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence – and credibility determinations may not be based on a person's status as a complainant, respondent, or witness.
- Any individual designated by AAL as a Title IX Coordinator, investigator, decision maker, or to facilitate an informal resolution process must not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. AAL will ensure that Title IX Coordinators, investigators, decision-makers, and anyone who facilitates an informal resolution process receive appropriate training related to the requirements of Title IX and AAL's sexual harassment policy.
- AAL recognizes a presumption that the respondent is not responsible for the alleged conduct until a

determination regarding responsibility is made at the conclusion of the complaint process.

- AAL shall attempt to complete an investigation of reported sexual harassment within thirty (30) calendar days of receiving a complaint. However, the investigation process may be delayed or extended for a limited time for good cause with written notice to the complainant and the respondent of the delay or extension. Good cause may include considerations such as absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.
- Students found to have engaged in sexual harassment are subject to disciplinary action as outlined in the Student Code of Conduct.
- AAL shall employ the preponderance of the evidence standard to determine responsibility when reviewing formal complaints.
- AAL may not require, allow, rely upon, or otherwise use questions of evidence that constitute, or seek disclosure, of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

Consolidating Formal Complaints

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

Dismissal of Formal Complaints

AAL must investigate the allegations in a formal complaint.

AAL must dismiss a formal complaint if the conduct alleged in the formal complaint:

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

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

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

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

Investigating Formal Complaints

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

- AAL will ensure the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on AAL and not on the parties.
- AAL cannot access,

consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless AAL receives that party's voluntary, written consent to do so.

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

Determination Regarding Responsibility

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

- Identification of the allegations potentially constituting sexual harassment;
- A description of the procedural steps taken from receipt of the formal complaint through the determination, including any

notifications to the parties, interviews with parties and witnesses, site visits, or methods used to gather other evidence;

- Findings of fact supporting the determination;
- Conclusions regarding application of AAL's Code of Conduct to the facts;
- A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and whether remedies designed to restore or preserve equal access to AAL's education program or activities will be provided to the complainant; and
- AAL's procedures and permissible bases for the complainant and respondent to appeal.

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

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

Appeals

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

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

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

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

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

Emergency Removals

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

Informal Resolution

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

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

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

Retaliation Prohibited

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

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

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

Confidentiality

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

Non-Sexual Harassment Sex Discrimination

The formal complaint investigation and resolution process outlined above applies only to formal complaints alleging sexual harassment as defined by Title IX, but not to complaints alleging sex discrimination that do not constitute sexual harassment. Complaints of non-sexual harassment sex discrimination may be filed with the Title IX Coordinator and will be handled under the process described in Section 5 of this Employee Handbook.

Employee Complaints and Grievances Regarding Harassment and Discrimination

****NOTE**** AAL's process for handling formal complaints regarding sexual harassment is discussed in the "Sexual Harassment Prohibited" portion of the Employee Handbook.

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

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

Complaints will be handled in a timely manner.

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

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

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

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

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

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

If the results of an investigation indicate that prohibited conduct occurred, AAL shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct and to end any harassment and to deter future harassment. AAL may also take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.

To the greatest extent possible, AAL shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. The purpose of this provision is to maintain impartiality and confidentiality to the extent possible. Both the reporting individual, victim and the accused have equal privacy rights under the law, and AAL

must respond accordingly. However, limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

An employee who is dissatisfied with the outcome of the investigation may appeal through the School's general employee grievance process, beginning at the level of Superintendent review. AAL prohibits retaliation against an employee who, in good faith, makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation. Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, unjustified negative evaluations, unjustified negative references, or increased surveillance.

In addition to using the school's complaint process, an employee may file a formal complaint with the Equal Employment Opportunity Commission ("EEOC") or Texas Workforce Commission ("TWC").

Additional information may be found by visiting <http://www.eeoc.gov/employees/charge.cfm>.

Student Discrimination/Harassment

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

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

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

Sexual Harassment of Students

Sexual harassment of students includes any unwelcome verbal or physical sexual advances, including but not limited to engaging in sexually oriented conversations; making comments about a student's potential sexual performance; requesting details of a student's sexual history; requesting a date, sexual contact, or any activity intended for the sexual gratification of the employee; engaging in conversations regarding the sexual problems, preferences, or fantasies of either party; inappropriate hugging, kissing, or excessive touching; suggestions that a romantic relationship is desired after the student graduates, including post-graduation plans for dating or marriage; telephoning or texting students at home or elsewhere to solicit unwelcome social relationships; physical contact that would reasonably be construed as sexual in nature;

threatening or enticing students to engage in sexual behavior in exchange for grades or other school-related benefit; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct when the conduct affects the student's ability to participate in or benefit from a program or activity; or conduct of a sexual nature that creates an intimidating, threatening, hostile or offensive educational environment.

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

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

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

Fraud, Dishonesty, and False Statements

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

Insubordination

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

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

Growth Plan/Disciplinary Action

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

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

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

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

SECTION 6: EMPLOYMENT STANDARDS

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

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

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

Corporal punishment is defined as physical punishment and includes, but is not limited to, lifting, hitting, spanking, swatting, pushing, punching, pinching, choking, or kicking. Participation in corporal punishment is considered child abuse. Corporal punishment is prohibited as a method of discipline at AAL, and violations of this policy will result in disciplinary action up to and including termination. For policies related to student discipline, please review the Student Handbook.

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

Expected 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, and failure to follow procedures for reporting an absence may be cause for disciplinary action.
5. Know and comply with department and district policies and procedures.
6. Express concerns, complaints, or criticism through appropriate channels.
7. Observe all safety rules and regulations and report injuries or unsafe conditions to a supervisor immediately.
8. 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 intentionally, knowingly, or recklessly engage in deceptive practices regarding official policies of the school district, educational institution, educator preparation program, the Texas Education Agency, or the State Board for Educator Certification (SBEC) and its certification process.
- (B) Standard 1.2. The educator shall not intentionally, knowingly, or recklessly 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 that are used to obtain special advantage. This standard shall not restrict the acceptance of gifts or tokens offered and accepted openly from students, parents of students, or other persons or organizations in recognition or appreciation of service.
- (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 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.

- (N) Standard 1.14. The educator shall comply with the prohibitions on diversity, equity, and inclusion duties in Texas Education Code (TEC), §11.005.
- (O) Standard 1.15. The educator shall comply with the prohibitions on assistance with social transitioning in TEC, §11.401.
- (P) Standard 1.16. The educator shall comply with the restrictions on instruction regarding sexual orientation and gender identity in TEC, §28.0043.
- (Q) Standard 1.17. The educator shall comply with the requirements to provide full information to a parent concerning a student in TEC, §26.008.
- (R) Standard 1.18. The educator shall not promote, advocate, or encourage, in a manner that is reasonably accessible or visible to students, illegal conduct:
 - (i) described by TEC, §22A.201(a); or
 - (ii) directly related to student behavior or school property.

(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, gender, disability, family status, or sexual orientation.
- (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 or who provides information for a disciplinary investigation or proceeding 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 intentionally, knowingly, or recklessly treat a student or minor in a manner that adversely affects or endangers the learning, physical health, mental health, or safety of the student or minor.
- (C) Standard 3.3. The educator shall not intentionally, knowingly, or recklessly 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, gender, disability, national origin, religion, family status, or sexual orientation.
- (E) Standard 3.5. The educator shall not intentionally, knowingly, or recklessly engage in physical mistreatment, neglect, or abuse of a student or minor.
- (F) Standard 3.6. The educator shall not solicit or engage in sexual conduct or a romantic relationship with a student or minor.
- (G) Standard 3.7. The educator shall not furnish alcohol or illegal/unauthorized drugs to any person under 21 years of age unless the educator is a parent or guardian of that child or knowingly allow any person under 21 years of age unless the educator is a parent or guardian of that child to consume alcohol or illegal/unauthorized drugs in the presence of the educator.
- (H) Standard 3.8. The educator shall maintain appropriate professional educator-student relationships and boundaries based on a reasonably prudent educator standard. Factors that may be considered in context and on the totality of the circumstances in assessing whether appropriate boundaries were maintained include, but are not limited to:
 - (i) physical proximity or physical contact beyond the professional role or that the student has indicated is unwelcome, unless such contact is professionally required;
 - (ii) contacting or meeting the student beyond the professional role or making efforts to gain access to or time alone with a student with no discernible professional purpose;
 - (iii) transporting the student without permission from the student's legal guardian or in violation of school board policy, unless for an emergency;
 - (iv) taking or possessing a photo or video of the student beyond the professional role or in violation of school board policy; and
 - (v) showing favoritism or isolation through gifts, rewards, or privileges.
- (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 context and on the totality of the circumstances in assessing whether the communication is inappropriate include, but are not limited to:
 - (i) the nature, purpose, timing, and amount of the communication;
 - (ii) the subject matter of the communication;
 - (iii) whether the communication was made openly, or the educator attempted to conceal the

communication;

(iv) whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;

(v) whether the communication was sexually explicit;

(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; and

(vii) whether the communication could be reasonably interpreted as threatening the welfare and/or safety of the student.

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

Student Supervision

The safety and well-being of students is a fundamental responsibility of every employee. Employees are expected to provide active, continuous, and appropriate supervision of students at all times while students are under the care, custody, or responsibility of the school.

Active supervision requires employees to remain attentive and engaged by continuously monitoring student behavior, maintaining visual awareness of students, circulating throughout classrooms and activity areas, and positioning themselves to effectively observe, prevent, and respond to unsafe, inappropriate, or disruptive conduct. Employees shall not rely solely on remaining seated or monitoring from a single location when active movement is necessary to ensure adequate supervision.

Students shall not be left unsupervised at any time during the school day or while participating in school-sponsored activities, including before and after school programs, transitions between classes, arrival and dismissal, meals, recess, field trips, extracurricular activities, or any other activity for which the school has assumed responsibility.

Employees are responsible for ensuring that students remain under appropriate supervision during all instructional periods, transitions, transportation loading and unloading, and any other time students are participating in school-sponsored activities. Employees shall follow all supervision schedules, duty assignments, and procedures established by the school.

Failure to provide appropriate student supervision may place students at risk of injury, misconduct, or other serious incidents. Employees who fail to adequately supervise students or who leave students unattended may be subject to disciplinary action, up to and including termination of employment. In addition, employees may be held personally responsible to the extent permitted by applicable law for injuries or damages resulting from negligent supervision.

The Superintendent or designee may establish additional procedures and supervision expectations necessary to ensure student safety and compliance with this policy.

Field Trip Authorization, Supervision, and Safety

Field Trip Approval

No student shall participate in a field trip without a completed and approved parent/guardian permission form and any other required organizational documentation. Field Trip Coordinators are responsible for ensuring all required approvals, including campus and district approvals, are obtained. Students without the required authorization shall not be permitted to participate.

Student Accountability During Field Trips

Participants are expected to remain with their assigned group and supervising employee or chaperone at all times during the field trip. Students shall not leave designated areas, separate from the group, or participate in unapproved activities without permission from the Field Trip Coordinator or supervising employee. Employees and chaperones shall not permit students to separate from the group, leave a designated activity, or travel independently at any time. All students must remain under continuous adult supervision until they are returned to the designated meeting location or released in accordance with organizational procedures.

Attendance and Head Count Requirements

Supervising employees shall conduct and document participant head counts at minimum during departure, arrival, transitions between activities, meal periods, and prior to returning to campus. Any discrepancy in participant accountability shall be reported immediately to the Field Trip Coordinator and appropriate administration.

Emergency Procedures

The Field Trip Coordinator shall ensure that emergency contact information, medical information, and emergency response procedures are readily accessible throughout the duration of the trip. Any accident, injury, illness, behavioral incident, or emergency occurring during a field trip shall be reported to school administration as soon as reasonably possible and documented in accordance with organizational procedures.

Transportation Expectations

Employees, volunteers, and chaperones may not transport students in privately owned vehicles unless specifically authorized by the Superintendent or designee and otherwise permitted under organizational policy and applicable law.

This aligns with language already found in prior handbook guidance that staff should not transport students in personal vehicles.

Overnight and Out-of-State Trips

Overnight accommodations shall include appropriate supervision arrangements, room assignments, and procedures designed to ensure participant safety, security, and accountability at all times.

Chaperone Expectations

Chaperones shall comply with all organizational policies and directions provided by the Field Trip Coordinator. Chaperones may not consume alcohol, illegal substances, or engage in conduct that compromises participant supervision or safety while serving in a supervisory capacity.

Incident Reporting

Any violation of field trip procedures, safety concerns, participant misconduct, or supervision concerns shall be documented and reported to administration promptly following the event. Administration may review incidents and implement corrective actions as appropriate.

Alcohol and Drug-Abuse Prevention

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

Drug-Free Workplace Notice

AAL is committed to maintaining a drug-free work environment and each employee is responsible for the

maintenance of such an environment. The unlawful manufacture, distribution, possession, or use of a narcotics or other illegal drugs, alcohol, or prescription medications without a prescription on AAL premises or while attending a school-sponsored or school-related activity are **strictly prohibited**.

AAL strictly prohibits

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

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

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

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

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

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

Nothing in this policy prohibits, or in any way limits, the lawful use of prescription or nonprescription drugs. However, an employee must inform his/her immediate supervisor if he/she

is using a prescription or nonprescription drug which could impair work performance or pose a risk of harm to the employee, to others, or to property. It is the employee's responsibility to determine from his or her physician(s) if the medication can impair work performance or pose such a risk. If the lawful use of lawful prescription or nonprescription drugs does limit or otherwise impair the employee's ability to perform the essential functions of his or her position or otherwise creates a safety risk, the Human Resources Department will meet with the employee to determine whether a reasonable accommodation is available.

All reports by AAL regarding drug or alcohol testing results shall be kept strictly confidential but may be used as the basis for disciplinary action or other action regarding employment status. If an employee is

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

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

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

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

Violence in the Workplace

AAL is committed to providing a safe workplace that is free from violence or threats of violence. Any and all acts of violence in the workplace are prohibited and subject to disciplinary action, up to and including discharge. Additionally, any and all threats of violence, direct or indirect, serious or said in jest, are prohibited. All threats will be taken seriously and are subject to disciplinary action, up to and including discharge.

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

Any employee who receives a protective or restraining order that lists AAL as a protected area is required to provide Human Resources Department with a copy of the order and any 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 pointed out to a supervisor.

Former Employees

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

Employee Dress Code

Employee dress should be neat, clean, and appropriate for a professional appearance. While shoes must be worn at all times, house shoes (e.g. slippers) and flip-flops are not allowed. Denim jeans are allowed

on Fridays so long as the jeans are free from holes and frays Denim jeans are allowed on Fridays if worn with either a white shirt, school spirit shirt, or AAL polo shirt. Tennis shoes may be worn on Fridays with jeans. If an employee is unsure of the appropriateness of a particular item of clothing, the employee should choose not to wear it. Shorts, capris, and leggings are not allowed.

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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/Tattoos/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. Shirttails 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/Tattoos/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.

An administrator may require an employee to cover his or her tattoos and/or remove facial jewelry. Additionally, because it is difficult to establish a specific dress standard, an AAL administrator may require an employee to change clothing into attire more appropriate for the school environment.

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

Employee Searches

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

Employees do not have an expectation of privacy in any work areas such as, but not limited to, classrooms, offices, desks, filing cabinets, computers or cell phones owned or leased by the AAL. Work areas, Employees, and AAL property are subject to search at any time including but not limited to lockers, personal vehicles (if driven or parked on school property), and other personal items such as bags, purses, briefcases, backpacks, lunch boxes, and other containers. Any of the following may be monitored if they occur during business hours, at school activities, and/or on school property: phone calls, voicemail, e-mail (work and personal), cameras, computers, and internet activity. Furthermore, employees do not have an expectation of privacy in school issued phones or private phones used for work purposes.

Also, employees have no expectation of privacy with respect to their text messages or emails pertaining to school business. Consequently, all school related records or student related records, including text messages and emails, must be kept in accordance with AAL’s records retention policy.

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

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

Tobacco Products and E-Cigarettes

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

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

All personnel shall enforce this policy on AAL property.

Audio and Video Recordings

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

sought from local law enforcement agencies in conducting surveillance and surveillance results may be shared with local law enforcement agencies when possible criminal action is indicated.

Office Dating

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

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

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

Workplace Investigations

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

Reporting an Educator's Misconduct

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

1. That an educator, applicant for, or holder of an educator's certificate has a reported criminal history, and AAL learned of the criminal record by means other than the criminal history clearinghouse established by the TDPS.
2. That an educator or certificate holder was terminated and there is evidence that the educator:
 - a. Abused or otherwise committed an unlawful act with a student or minor;
 - b. Was involved in a romantic relationship or solicited or engaged in sexual conduct with a student or minor;
 - c. Possessed, transferred, sold, or distributed a controlled substance;

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- d. Illegally transferred, appropriated, or expended school property or funds; e. Attempted by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle the individual to be employed in a position requiring such a certificate or permit or to receive additional compensation associated with a position; or
 - f. Committed a crime or any part of a crime while on school property or at a school sponsored event.
3. That a certificate holder resigned, and reasonable evidence supported a recommendation to terminate the individual because he or she committed one of the acts specified in paragraph 2 above.
 4. That an educator engaged in conduct that violated the assessment instrument security procedures established by Education Code 39.0301.

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

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

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

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

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

Reporting Employee Misconduct (Non-Educators)

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

5. A non-educator's employment with AAL was terminated and there is evidence that the employee:
 - a. Abused or otherwise committed an unlawful act with a student or minor; or b. Was involved in a romantic relationship with or solicited or engaged in sexual contact with a

student or minor; or

6. The employee resigned and there is evidence that the employee engaged in misconduct described above.

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

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

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

Updated/Current Employee Information

Employees are required to regularly update:

- 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.

Updates should be made by notifying the Human Resources Department.

Allowable Uses of School Property

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