

RYSS

Employee Handbook

2026-2027

TABLE OF CONTENTS

Employee Handbook Receipt 5

Introduction **6**

Disclaimer **7**

Tejano Center Overview **8**

Message from the President/CEO 8
Message from the Superintendent 9
Mission Statement/About the Tejano Center for Community Concerns 10
Tejano Center Leadership 11
Equal Employment Opportunity and Affirmative Action Statements 12

Employment **13**

"At-Will" Employment 13
Recruitment and Selection 13
Employment Application 13
Employee's Obligations 13
Hiring Procedures 13
Substitute Teachers 14
Substitute-Evaluation Procedures (RYSS) 14
Nondiscrimination 14
Categories of Employment 14-15
Contract and Noncontract Employees 16
Certification and Licenses (RYSS) 16
Creditable Experience for Salary (RYSS) 16
Nepotism and Workplace Relationships 17
Employee Orientation 17
Probationary Period for New Employees 18
Reassignment, Promotions, Transfers, Reduction in Force, and Reorganization 18
Rehire Procedure 18-19
Seniority 19
Workload and Work Schedules 19-20
ADA Accommodations 20
Attendance and Tardiness 21
Outside Employment 21
Performance Evaluation 21-22
Professional Development 22
Personnel File 22
Name and Address Changes 22
Personnel Records/Reference Inquiries 23
Employment Verification and Employee Reference Checks 23

Compensation **24**

Paychecks and Pay Day 24
Pay Dates 24

Timesheets 24
Clock In and Out 24-25
Overtime Compensation 25
Payroll Direct Deposit 25
Payroll Deductions 26
Pay Increases 26
Travel Expense Reimbursement 26-27
Mileage Reimbursement 27

Benefits 28
Group Health Insurance 28
Additional Employee Benefits 28
TRS Medical and Retirement (RYSS Employees) 29
Workers' Compensation Benefits 29
Unemployment Compensation Insurance 29
Termination Coverage (COBRA) 30
Payroll Statements 30

Leaves & Absences 31
Holidays 31
Vacation Time and Vacation Pay 31-32
Sick and/or Personal Leave 32--33
Full-time RYSS Employees (Personal Leave) 33
Family and Medical Leave (General Provisions) 34-38
Other Types of Absence 38
Bereavement Leave 38
Civic-Duty Leave 39
Compliance with Subpoena 39
Religious Observances 39
Military Leave 39-40

Employee Relations and Communications 41
Open Door Practice 41
Two-Way Communication with Management 41
Retaliation 41-42
Employee Complaint Procedures 42-43

Employee Conduct and Welfare 44
Educator's Code of Ethics (RYSS Faculty and Staff) 45-47
Criminal Background Check 47
Alcohol- and Drug-Free Workplace 47-48
Bullying 48
Nondiscrimination 48-49
Anti-Harassment Policy 49
Fraud and Financial Impropriety 50
Conflict of Interest 50
Gifts and Favors 50-51
Employee Arrests and Convictions 51

Prohibition on Diversity, Equity and Inclusion.....51
Confidentiality Agreement..... 51
Reporting Suspected Child Abuse..... 52
Progressive Discipline Procedures..... 52-53
Reports to the State Board of Educator Certification (SBEC) (RYSS Employees)..... 53
Investigation of Report..... 54
Corrective Action..... 54

General Procedures..... 55

Closed Campus..... 55
Dress and Grooming..... 55
Returning District Property.....56
Access Cards.....56
Textbooks.....56
Socia Media Use.....56
Parking Procedures..... 56
Commercial Driver's License Requirements..... 57
Automobile Liability Insurance..... 57
Accounting Procedures..... 57
Personal Property..... 58
Smoking..... 58
Emergencies..... 58
Safety and Security..... 58
Gun- and Weapon-Free Workplace..... 59
Solicitation..... 59
Severe Weather Closing..... 59
Use of Facilities..... 59
Use of Tejano Center Property..... 59-60
Information Technology..... 60

Termination of Employment..... 61

Resignations and Lay-Offs..... 61
Reduction in Force, Financial Exigency, Program Change or Reorganization..... 61
Exit Interviews and Procedures..... 62

Definitions..... 63-66

EMPLOYEE HANDBOOK RECEIPT

Name _____

Campus/Department _____

I hereby acknowledge receipt of a copy of the Tejano Center/RYSS Employee Handbook. I agree to read the handbook and abide by the standards, policies, and procedures defined or referenced in this document.

Employees have the option of receiving the handbook in electronic format or hard copy.

Please Click Here to Access the Handbook Electronically

Please indicate your choice by checking the appropriate box below:

- ❒ I choose to receive the employee handbook in electronic format and accept responsibility for accessing it according to the instructions provided.
- ❒ I choose to receive a hard copy of the employee handbook and understand I am required to contact Human Talent to obtain a hard copy.

The information in this handbook is subject to change. I understand that changes in district policies may supersede, modify, or render obsolete the information summarized in this document. As the district provides updated policy information, I accept responsibility for reading and abiding by the changes.

I understand that no modifications to contractual relationships or alterations of at-will employment relationships are intended by this handbook.

I understand that I have an obligation to inform my supervisor or department head of any changes in personal information such as phone number, address, etc. I also accept responsibility for contacting my supervisor or the Human Talent Department if I have questions or concerns or need further explanation.

_____ _____

Signature Date

Please sign and date this receipt and forward it to your supervisor for submission.

INTRODUCTION

Tejano Center for Community Concerns (Tejano Center) operates several programs. This Employee Handbook applies to employees of the following Tejano Center programs: Affordable Housing and Community Redevelopment, Child Placing Agency, Resolve, GRADcafé, NOVA Academy for Adult Education, Health Equity/La Tiendita, and the RYSS Texas Public Schools. Tejano Center's *2026-2027 Employee Handbook* establishes policies, procedures, benefits, and working conditions that are to be followed by all Tejano Center employees as a condition of their employment at Tejano Center and its programs. Issues that pertain specifically to RYSS employees are designated as such under categories presented in the handbook.

The section titled "Employee Conduct and Welfare" describes the expected actions and behaviors of all employees while conducting Tejano Center business. While the compensation and benefits of staff at some Tejano Center programs are not provided by Tejano Center, these staff members are equally accountable to the standards of conduct, practices, and guidelines contained in this handbook.

The Employee Handbook is not a contract of employment nor is it intended to create contractual obligations of any kind for Tejano Center. The contents of this handbook should not be construed as a contract, expressed or implied, between Tejano Center and any of its employees.

The policies and procedures outlined in this handbook will be applied at the discretion of Tejano Center. Tejano Center reserves the right to deviate from the policies, procedures, benefits, and working conditions described in this handbook. While Tejano Center will make every effort to notify employees when an official change in policy or procedure has been made, it reserves the right to withdraw or change the policies, procedures, benefits, and working conditions described in this handbook at any time, for any reason, and without prior notice. Ultimately, employees are responsible for their own up-to-date knowledge about Tejano Center policies, procedures, benefits, and working conditions by reviewing the online employee handbooks, attending staff meetings, and/or contacting their supervisors and/or the Human Talent Department (Human Talent).

No provision in this employee handbook and expected standards of conduct can be waived without written permission from Tejano Center's president/CEO or designee. Such a waiver, if granted, applies only to the employee for whom the waiver was granted at the time of the waiver.

In the event information contained in this handbook conflicts with board resolutions that are subsequently approved, the board resolutions will prevail. Additionally, applicable state and federal regulations shall prevail in areas of conflict.

DISCLAIMER

The *2026-2027 Employee Handbook* contains only general guidelines and information. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if any employee has questions concerning eligibility for a particular benefit or the applicability of a policy or practice, the employee should address the specific questions to Human Talent. Neither this handbook nor any other Tejano Center document confers any right, either expressed or implied, to remain in Tejano Center's employ. Moreover, it does not guarantee any fixed terms or conditions of employment. Employment may be terminated pursuant to applicable Tejano Center policies and procedures. If an employee is on contract, Tejano Center may elect not to renew such contract, with or without cause, upon expiration of the contract. No supervisor or other representative of Tejano Center (except the president/CEO) has the authority to approve any final agreement for employment for any specified period of time or to make any agreement contrary to the above.

Some of the subjects described in this handbook are covered in detail in official policy and procedure documents, which can be located at on Tejano Center and/or the RYSS Employee Portal. Employees should refer to these documents for specific information, since this handbook only briefly summarizes those benefits. Please note that the terms of written insurance policies are controlling.

Questions, comments, or concerns regarding this handbook may be addressed to Tejano Center's Chief Operating Officer, Juan Santos (juan.santos@tejanocenter.org)

MESSAGE FROM THE PRESIDENT/CHIEF EXECUTIVE OFFICER
THE TEJANO CENTER FOR COMMUNITY CONCERNS

Dear Tejano Center Team,

Since its inception in 1992, Tejano Center for Community Concerns (Tejano Center) has been a catalyst for change. Tejano Center is driven by our mission to educate, empower, and transform lives. Our vision is a success story for every individual and community we impact. We realize this vision by offering, our family of, health, educational, economic, housing and social programs, resources, and services. As we move into the 2026-2027 period, we are excited to announce the expansion of our programs, embracing new initiatives that will further our impact. This is indeed an exhilarating time to be part of Tejano Center and contribute to making history.

As Tejano Center continues to grow, it is crucial that our established procedures and practices of excellence guide both our current employees and set the standards for new team members. It is imperative for all Tejano Center employees to understand what is expected to effectively serve our students, families, and community at large, and respect one another. The 2026-2027 Employee Handbook outlines the unique rules and work environment within Tejano Center. Please note that this handbook is applicable to all employees, whether you work for RYSS or another Tejano Center program, except as specified for RYSS employees by their own 2026-2026 Employee Handbook.

To ensure clarity on the expectations for all Tejano Center and RYSS employees, each employee is required to sign the Employee Handbook Receipt form located on page 5 of the handbook. Please submit your signed form to the Human Talent Department (human.talent@tejanocenter.org) as confirmation that you have received, read, understood, and agree to abide by the contents outlined in the 2026-2027 Employee Handbook.

Thank you for your unwavering commitment to Tejano Center's mission. Let's continue *Making It Happen Together*.

Sincerely,

Adriana Tamez, Ed.D.
President & CEO and Superintendent of School

MESSAGE FROM THE SUPERINTENDENT
RYSS SCHOOLS

Dear RYSS faculty and staff:

As a pioneering Texas open-enrollment public charter school district, RYSS proudly celebrates its 29th anniversary during the 2026-2027 academic year. Since our inception in 1996, we have built a legacy of nurturing lifelong learners, empowering families, and transforming lives. Our first 28 years were marked by innovation, creativity, and a passionate commitment to meeting the needs of underserved, underrepresented, and under-resourced communities. Despite the challenges we have faced, none have impeded our growth.

RYSS continues to thrive and is now poised to expand its reach into new geographic and programmatic areas. We are entering an exciting chapter in our history, and I extend my gratitude to all of you for being integral to this journey.

To sustain our success, it is essential that our established procedures and practices of excellence continue to guide our current employees and set the standards for new team members joining our mission. It is imperative for all RYSS employees to understand what is expected of them to effectively serve our students and their families, respond to our community, and respect one another. The 2026-2027 Employee Handbook outlines the unique rules and work environment within RYSS.

To ensure clarity on the expectations for all employees of Tejano Center and RYSS, you are required to sign the Employee Handbook Receipt form located on page 5 of the handbook. Please submit your signed form to the Human Talent Department as confirmation that you have received, read, understood, and agree to abide by the contents outlined in the 2026-2027 Employee Handbook.

The remarkable work of RYSS is made possible by the dedication of our administrators, faculty, and staff, as well as the trust of the students and families who have chosen RYSS. Thank you for your commitment to *Making It Happen Together.*

Sincerely,

Adriana Tamez, Ed.D.
Superintendent of Schools

MISSION STATEMENT

Tejano Center educates, empowers, and transforms lives to elevate communities by fostering collaboration, championing equitable resource allocation, cultural preservation, and inclusivity for all.

ABOUT THE TEJANO CENTER FOR COMMUNITY CONCERNS

In 1992 Tejano Center was established as a Houston-based nonprofit organization in the State of Texas. It gave life to the hopes and dreams of residents of Houston's East End, a predominantly Hispanic- populated area. The organization would be a catalyst to improve lives and be an agent for change, empowering neighborhood residents and benefiting the family, neighborhood, and greater community. The early Tejano Center pioneers realized the greatest opportunity to respond to community needs was to provide a comprehensive array of social, educational, economic, and housing services. Throughout its history, Tejano Center has demonstrated its readiness and willingness to partner with the private sector in order to promote its goals and objectives and to better serve the greater Houston community. This includes partnering with builders of affordable homes who serve the low- and moderate-income housing market.

Tejano Center's family of programs, resources, and services have progressively expanded in large part through strategic partnerships with such entities as the City of Houston, the U.S. Department of Housing and Urban Development (HUD), the Texas Education Agency (TEA), Baylor College of Medicine, and the UNIDOS US. Additionally, to achieve its mission, it has developed a number of local, state, and national affiliations. Among these relationships are the UNIDOS Us, NeighborWorks America, and Local Initiatives Support Corporation. It is also certified as a City of Houston and Harris County Community Housing Development Organization and HUD-designated housing counseling agency.

In 2002, becoming aware of similar needs in the greater Brownsville, Texas area, Tejano Center expanded its programs into that South Texas community, beginning with the addition of a fourth campus to its RYSS Texas Public Schools. Tejano Center's service area is primarily Houston's greater East End, located at 2950 Broadway (main campus and administrative headquarters). Now, the Brownsville campus extends that service to an additional community.

Today, Tejano Center and RYSS Texas Public Schools has an annual budget in excess of 48 million and employs more than 300 personnel in the greater Houston and Brownsville areas. Tejano Center's administration and board of directors remain committed to the vision and hope of its early pioneers through the operation of the following programs, resources, and services:

- Affordable Housing Program
- Baylor College of Medicine Teen Health Clinic
- Birth to Two Program
- Child Placing Agency
- Early Childhood Education
- Health Equity/La Tiendita
- NOVA Academy for Adult Education
- Nueva Vida Senior Citizen Apartments
- OST Lofts
- GRADcafé,
- Sunrise Lofts, supportive housing for youth aging out of foster care
- Resolve (Outreach and Support Services for victims of abuse and violence of all ages)
- RYSS Texas Public Schools, a PreK3-12 Texas Publics Schools

TEJANO CENTER LEADERSHIP

Board of Directors
Tejano Center for Community Concerns

Board of Education
RYSS Texas Public Schools

David Corpus, Board Chair
Anthony Magdaleno, Board Vice-Chair
Margaret Dunlap, Board Secretary
Marco Martinez, Board Treasurer
Maria P. Gonzalez, Board Member
Gina De Leon, Board Member
Genesis Loera, Board Member

Dr. Adriana Tamez, Tejano Center President/CEO & Superintendent of Schools

Mayra Ramon, M.Ed., Chief Schools Officer

Graciana “Graci” Garces, MPAff, Chief Strategy & External Affairs Officer

Marcia Leiva, MBA, Chief Financial Officer

Juan Santos, M.Ed., Chief Operating Officer

Administration
RYSS Texas Public Schools

Noelia Longoria, Early College RYSS Early College and RYSS Middle School at Broadway, Principal
Auden Sarabia, RYSS Primary School at Broadway, Principal
Maria Knosel, RYSS Early College and RYSS Academy at Brownsville, Principal
Auden Sarabia, RYSS Middle School at East Aldine, Principal
Axinia Zepeda, RYSS Early Childhood Academy at Leonel Castillo and RYSS Early Childhood Academy at OST, Campus Director
Yessenia Cervantes, RYSS Academy at Pasadena, Principal

ORGANIZATIONAL CHART

Tejano Center’s organizational chart is posted online at the Tejano Center and RYSS website www.tejanocenter.org

www.ryss.org

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION STATEMENTS

Tejano Center is an equal employment opportunity employer. We are committed to the maximum utilization of all human capital and the goal of equal employment opportunities for all who apply and are qualified. We wish to reaffirm this commitment and bring to the attention of the staff that these objectives are reflected in all aspects of our daily operations.

Equal employment opportunities for all employees are ensured through Tejano Center's policies regarding recruiting, hiring, compensation, benefits, transfers, training, promotions, layoffs, and rehires. The organization will continue to recruit, hire, train, and promote in all job titles without discrimination in regard to race, color, religion, national origin, sex, age, or disability, as required by applicable law. Furthermore, qualified military veterans are encouraged to apply for positions within the organization.

Each person working at Tejano Center is evaluated on the basis of personal skill and merit. The organization works hard to ensure that both the spirit and intent of the laws prohibiting discrimination are fully implemented in all working relationships.

Every effort will be made to ensure that all employment decisions, company programs, and personnel actions conform to the principle of equal employment opportunities. Every employee has the responsibility to support these objectives and to ensure that this policy is fully implemented within the organization. A manager must actively discourage anyone from telling racial, ethnic, or sexual jokes, which can be offensive to others. All employees should, of course, be treated in an equal manner. Any discrimination of any form will not be tolerated, and employees who violate the rights of others will be dealt with accordingly. All employees have the right to work in a discrimination-free workplace.

Tejano Center wants to resolve equal employment complaints promptly and fairly. If an employee feels improperly treated, his/her manager should discuss the matter in private with that individual. Great care should be taken to listen to the employee's concerns and respond to them honestly and sensitively. Employees have the right to seek assistance or guidance from Human Talent at any time.

Employees and members of management must abide by Tejano Center's nondiscrimination policy. Everyone can support Tejano Center's nondiscrimination policy through inspirational leadership and personal example. Questions with regard to Tejano Center's equal employment opportunity policy and nondiscrimination policy should be directed to department managers or Human Talent.

EMPLOYMENT

"At-Will" Employment

Employment at Tejano Center is on an "at-will" basis (with the exception of contractual agreements), which means either the employee or Tejano Center may terminate the employment relationship at any time, for any reason, with or without cause. Only a contractual agreement in a form approved by the president/CEO of Tejano Center and for an amount within the expenditure authority of the president/CEO or approved by the board of directors and signed by the president/CEO of Tejano Center or his/her designee, can change the "at-will" nature of the employment of any individual.

Recruitment and Selection

All employment opportunities at Tejano Center are posted for a minimum of five days. They are posted on Tejano Center's website and on the websites of affiliated organizations. Occasionally, they are posted on employment websites or with an employment agency. Applications are encouraged by current employees, but they will be screened in the same manner as applications from external applicants.

Employment Application

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

Employee's Obligations

It is a condition of employment for employees and staff to adhere to the requirements in this employee handbook, policies, procedures, and other requirements of Tejano Center.

Hiring Procedures

Once a position opening occurs (i.e., position is vacated or newly created), the recruiting procedures must be performed in the order presented in this section. In addition to these procedures, Tejano Center president/CEO or designee may have special expectations and internal guidelines for hiring in his/her own areas. Hiring managers should confer with their managers to ensure that, in addition to the steps below, expectations for hiring in specific areas are met. Current Tejano Center employees are welcomed to apply for appropriate vacancies on campus.

The hiring manager completes the *Recommend to Hire Request Form* by accessing it from Human Talent. Appropriate approver signatures as required on the form must be obtained. For assistance accessing and using the *Recommend to Hire Request Form*, contact Human Talent.

Substitute Teachers

Individuals who are interested in working as substitute teachers should contact Human Talent for information about work hours and pay details for substitute teachers. In addition, the salary schedule for substitute teachers can be accessed at the Tejano Center website under the Human Talent.

RYSS Substitute Teachers: Evaluation Procedures

Regular Teacher's Responsibility: Regular teachers are asked to provide feedback to the campus principal concerning the success of the classroom/duty station under the direction of a substitute. Evaluations are requested for substitute teachers who do not meet Tejano Center's standards.

Campus Principal's Responsibility: The campus principal reviews the comments made by the regular teacher(s) regarding the substitute teacher's job performance and signs the Substitute Evaluation Report(s). The principal makes a recommendation in writing, stating whether or not the substitute should return to the campus for future substitute-teaching assignments. The recommendation is forwarded to Human Talent.

Human Talents' Responsibility: If the principal believes it is in the best interest of the campus for the substitute to be removed from his/her campus' substitute list, Human Talent forwards the information for review by the president/CEO or designee. If necessary, after a review of performance-related concerns from one or more campuses, the president/CEO may remove the substitute from the organization's substitute list. The de- listed substitute must wait a minimum of two years before gaining eligibility to substitute again on any of the Tejano Center's campuses.

Nondiscrimination

All qualified candidates for employment shall receive consideration in hiring, compensation, benefits, transfers, training, promotions, and/or layoffs without discrimination in regard to race, religion, color, sex, marital status, national or ethnic origin, age, or disability as required by applicable law. Tejano Center provides equal employment opportunities based on job-related qualifications. The opportunity to advance is made on the same basis and ability to perform a job.

It is the responsibility of all Tejano Center employees to support this policy and practice to ensure that unlawful discrimination does not occur. In the event of a violation, employees who suspect or witness discrimination should report it to the appropriate supervisor and/or Human Talent. Appropriate action up to and including termination shall be taken to enforce this policy.

Categories of Employment

For purposes of salary administration, eligibility for overtime payments and certain employee benefits, jobs at Tejano Center are classified into one of the categories outlined below, according to the employee's work schedule. Note: Certain categories of employment are applicable only to RYSS employees.

Full-time	Employees who work a minimum of 32 hours per week on a regular schedule. Employees in this job category may be "exempt" or "nonexempt" as defined below.
Part-time	Employees who work 30 hours per week on a regular schedule. Employees in this category are usually classified as "nonexempt" as defined below.
Temporary	Employees who work only for a specified period of time for example seasonal as designated by the organization. Employees fill short-term needs in nonpermanent positions.

Nonexempt	Employees who are subject to federal and state laws requiring payment of minimum wage and overtime. In general, nonexempt employees are compensated on an hourly basis and work in a non- supervisory or non-management capacity.
Exempt	Employees who are exempt from laws requiring payment of minimum wage and overtime. Executives, professional employees, and certain employees in administrative positions are, in general, exempt employees. Teachers have professional exempt status.
Substitutes	For purposes of the Texas Teacher Retirement System (TRS), individuals who serve on a temporary basis only in the place of a current employee and in a vacant position for a limited number of days.
Independent Contract	In every case, an individual who does not rely on the organization's business as his/her sole source of income, works at his/her pace as defined by an agreement, is ineligible for employer-provided benefits, and retains a degree of control and independence over his/her work assignments.
External Consultant	A person who is employed externally whose expertise is provided on a temporary basis, usually for a fee. As such, this type of consultant generally engages with multiple and changing clients.

Category Of Employee	**TRS**	**Benefits**	**Days**	**Vacation**
Substitute of any kind	No	No	No	No
Temporary Employee	No	No	No	No
Hourly < 20 hours	No	No	No	No
Hourly 20 < 30 hours	Yes	No	No	No
50% of full-time position	Yes	No	No	No
Part-time 30 hours or greater	Yes	Yes	Yes	No
10 Month (195 days)	Yes	Yes	Yes	No
11 Month (215 days)	Yes	Yes	Yes	No
12 Month (238)	Yes	Yes	Yes	Yes

Legend

Days - State and Local

Eligibility is determined by position status, not by hours worked.

Employees will be informed of initial employment classification and position status as exempt or nonexempt during employee orientation. If an employee changes position during employment with Tejano Center as a result of promotion, transfer, or otherwise, Human Talent will provide notice of any applicable change in exempt/nonexempt status

Contract and Noncontract Employees

Employment, assignment, and compensation will be in accordance with the requirements for any position as specified in the job description and as determined by Tejano Center's charter and TEA guidelines. Where job requirements include educational degrees, certificates, and/or licenses, the employee must provide official documents and place them on file with Human Talent prior to the first day of employment or as soon thereafter as possible. I-9's, a copy of required documentation for each employee must also be on file along with proof of legal ability to work in the United States.

State law requires Tejano Center to employ highly qualified, full-time professional employees and requires certain of them to hold a certificate from the State Board of Educator Certification (SBEC). Such employees and teachers will be offered a contract. Other employees are employed at-will.

Certification and Licenses

RYSS Employees: Professional employees whose positions require SBEC certification or professional license are responsible for taking actions to ensure their credentials are current and up to date. Employees must submit documentation that they have passed the required certification exam and/or obtained or renewed their credentials to Human Talent within 30 calendar days of expiration.

A certified employee's contract is void and/or Tejano Center shall terminate employment if the individual does not hold a valid certificate or fails to fulfill the requirements necessary to renew or extend a temporary certificate, emergency certificate, probationary certificate, intern certificate, or permit. Some employees without a valid certification may keep his/her position recommended by Human Talent, but compensation may change.

A contract may also be void if SBEC suspends or revokes certification because of an individual's failure to comply with criminal history background checks. Employees should contact Human Talent if they have any questions regarding certification or licensure requirements.

Creditable Experience for Salary

RYSS Employees: Tejano Center will determine the starting base salary for teachers and other professional employees based on years of creditable experience, education, and any other factors determined by the State Board of Educator Certification. Teacher salary information is available on the RYSS website or by contacting Human Talent.

Verification of Prior Experience: The employee must submit official service records verifying prior creditable experience with 30 days business days of employees start date. Service records must be submitted to human.talent@tejanocenter.org within the required timeframe to ensure accurate and timely salary placement.

Teaching Experience: All creditable teaching experience must be from an accredited public school in the United States. Service records from previous schools must be submitted to Human Talent for credit. College and university experience must be either at the faculty-status level or as an administrator on a full-time basis during each academic year (not a student assistant, teaching fellow, etc.). Accredited status has to be approved by TEA for out-of-state or out-of-country institutions. Teachers must have been fully certified as the teacher-of-record to earn a year of service.

Substitute Teaching Experience: A teacher may receive credit for years of substitute teaching experience for salary increment purposes provided that (i) the teacher held a valid teaching certificate at the time the service was rendered, (ii) the teacher was employed in an entity recognized for creditable years of service, and (iii) the minimum requirements for number of days worked were met.

Nepotism and Workplace Relationships

No candidate shall be hired for a position where they may report to or may indirectly supervise a member of their immediate family. Nor may they have authority over any term or condition of an immediate family member's employment, including salary or wages. **"Immediate family"** is defined as: parent(s), stepparent(s), foster parent(s), sibling(s), grandparent(s), spouse (including common-law and/or same-sex partner), stepchild(ren) or ward of the staff member, father-in-law, or mother-in-law (including parents of a same-sex partner).

Personal relationships with other employees or members of Tejano Center's board of directors or committees of Tejano Center should be disclosed prior to accepting any offer from the employer. Failure to disclose this information would be considered contradictory to Tejano Center's nepotism policy and may lead to disciplinary action up to and including termination.

The prohibited relationships described above apply to both the initial appointment and continuation of employment, but if a prohibited relationship listed above exists, employment, nonetheless, may be authorized by the president/CEO or designee.

In all cases, however, employment will not be permitted when a subordinate-supervisor relationship would result, e.g., an employee reports to or supervises an immediate family member. This policy also applies to romantic relationships in a subordinate-supervisor relationship or in the same department regardless of reporting relationship, if a potential conflict of interest exists.

State nepotism laws limit the ability of Tejano Center to hire or promote certain relatives of Tejano Center's public officials, which include members of the board of directors and the president/CEO. If employees or candidates for employment are related to such individuals, they must contact Human Talent to determine eligibility for hire or promotion. For more information, go to the Human Talent website link to the State Nepotism Policy (TX Government Code 573 7, Pg.1.105.

Employee Orientation

All new employees of Tejano Center shall receive an employee orientation or onboarding session, which encompasses an overview of general policies, procedures, and operations. The session also provides employees, new to either a position or to Tejano Center, an opportunity to learn the performance expectations that management has with regard to their specific position. Employees will be directed to an electronic copy of the employee handbook and will be expected to learn its contents. They will also be made aware of various Tejano Center policies and be asked to sign off on their adherence to these policies. Note: Policies ratified by the board as cited in this handbook are available on Tejano Center and RYSS websites.

Employees will be informed of their initial employment classification and position status as exempt or nonexempt during new-hire orientation. If they change positions during employment as a result of promotion, transfer, or otherwise, they will be informed by Human Talent of any change in their employment status.

Probationary Period for New Employees

This section applies only to noncontract employees. A new employee's probationary period is the first six months of employment. During this time, parties may evaluate whether further employment in a specific position or with Tejano Center is appropriate. This also provides management with an opportunity to assess skill levels and address areas of potential concern. During the probationary period, employment may be terminated by either party without advance notice. Upon satisfying the requirements of the employee's job description and completing the probationary period, the employee and employer shall meet and review progress to date. At this time one of three things may occur:

1. Probationary period will end;
2. Probationary period may be extended for an additional three months; or
3. Employment will end.

When an employee completes his/her probationary period, the employee will be notified of his/her new status with Tejano Center.

Reassignment, Promotion, Transfer, Reduction in Force, and Reorganization

All personnel are subject to assignment and reassignment by the president/CEO or designee when he/she determines that such action is in the best interest of Tejano Center. 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 principal at the receiving campus except when reassignments are due to enrollment shifts or program changes. Extracurricular or supplemental duty assignments may be reassigned at any time. It is Tejano Center's policy to attempt to fill positions from within Tejano Center through transfer or promotion first, if there are qualified personnel. Transfers or promotions will be considered on an individual basis.

Employees who object to a reassignment may follow Tejano Center's process for employee complaints as outlined in this handbook.

Rehire Procedure

Former employees can be a valuable resource. For this reason, Tejano Center will consider former employees for rehire. A former employee who has been rehired after leaving employment for more than one calendar year is considered a probationary employee during his/her first 90 days following rehire. Your benefits' cost may change based on the rates of benefits.

Due to layoff any employee returning to work after a leave of less than one calendar year will have his/her benefits reinstated at the level when separation began, less any time owed back to the organization. This is intended to help employees who had been laid off by Tejano Center due to unforeseen circumstances. Other circumstances may affect Tejano Center's decision to reinstate benefits except for those governed by law.

Core requirements for reemployment:

- The reason for separation, performance during previous Tejano Center employment, and intervening work history all will be considered carefully before any offer is extended.

- Reemployment at Tejano Center is a privilege, not an entitlement, and is at the sole discretion of Tejano Center. Proper documentation of performance and reason for leaving must be accurate so that good information is available for making rehiring decisions.
- Employees must comply with the hiring/rehiring process, especially regarding their employment history since leaving Tejano Center.

This policy applies to all employees. In the event of reemployment after a resignation or termination, seniority shall be computed from the date of such reemployment.

~~S~~eniority

Seniority shall be computed from the first day of employment as a regular full-time employee. Service while employed as a part- time, temporary, substitute, seasonal or hourly employee shall not be counted when computing seniority.

In making promotions, demotions, and transfers, seniority shall be considered, along with merit, job performance, experience, training, and demonstrated ability. The same considerations will be applied when lay-offs or employee recalls are required.

Workload and Work Schedules

Tejano Center's standard workweek is a minimum of 40 hours, consisting of five 8-hour days. Managers will provide employees with more specific information regarding their work schedule, including meal periods and breaks. Work schedules may vary.

All staff will abide by the applicable work schedule. All employees, except for preapproved work agreements, are expected to work eight hours per day, which include those hours indicated as core, exclusive of an unpaid meal break of at least 30 minutes. Employees may also be expected to work such other hours as may be requested or required from time to time. Employees hired on a part-time basis will have their schedules determined on a case-by-case basis.

For purposes of scheduling and pay, the workweek begins on Monday. Supervisors/managers will notify employees of any schedule change.

RYSS Employees—School Calendar: A school calendar for RYSS is adopted each year, designating the work schedule for teachers and all school holidays. Notice of work schedules including start- and end-dates and scheduled holidays will be distributed each school year. The current school year calendar is available on Tejano Center's website, as well as on each RYSS campus website

RYSS Professional Employees: Professional employees and academic administrators generally are exempt from overtime pay and are employed on a 10-, 11-, or 12-month basis, according to the work schedules set by Tejano Center. Employees will be provided with their assigned work calendar.

The usual teacher workday is an 8-hour per day schedule, and every attempt shall be made to provide a 30-minute duty-free lunch and an uninterrupted planning period. However, at least one day per week, the teacher shall be assigned student-lunch-period supervision duties, and additional supervisory duties that include student arrival/dismissal, hallways, and other non-instructional supervisory duties as assigned by the respective campus principal. The planning period must be conducted on campus.

RYSS Paraprofessional and Auxiliary Employees: Support employees are employed at will and receive notification of the required duty days, holidays, and hours of work for their positions on an annual basis. Paraprofessional and auxiliary employees are not exempt from overtime pay and are not authorized to work in excess of their assigned schedule without prior approval from their supervisor.

Supervisors/managers will make every effort to honor employees' schedule requests. However, while employees may have been hired to work a certain shift, they may need to change their present shift or work station due to business demands and considerations. It is, therefore, important that employees realize they were hired with the understanding they will be scheduled when and where needed and will be expected to work accordingly, under management direction.

Employees are required to notify their supervisor, 48 hours in advance, of planned days away from the office. Unplanned absences from the office should be reported to the employee's supervisor as soon as can reasonably be expected (at least one hour prior to the start of the workday). At the discretion of the president/CEO or designee, depending on the circumstances, employees may be allowed to work from home for specified periods of time. Payroll and Human Talent coordinator should also be notified of absences and/or ensure that leave reports are submitted.

ADA Accommodations

The district will provide reasonable accommodations to employees with a disability if the accommodation would allow the individual to perform the essential functions of their job, unless doing so would create an undue hardship. An employee or their supervisor may initiate a request for accommodation by contacting Human Talent and identifying an adjustment or change at work that is needed because of a disability. An employee may also submit a written request to Human Talent using the ADA Accommodation Request Form, which can be accessed at the Tejano Center website under Human Talent.

Upon receiving the reasonable accommodation request, Human Talent will meet with the employee and conduct an informal, interactive discussion to identify an accommodation that will allow the employee to perform the essential functions of the job effectively. The district may request medical information concerning the employee's disability and to assist in determining what accommodation(s) may be available and appropriate. The employee will be responsible for obtaining the information from their health care provider. Medical information received will be confidential and kept separate from the employee's personnel file.

After meeting with the employee and reviewing medical documentation, Human Talent will determine whether the employee is a qualified individual with a disability and develop a reasonable accommodation plan for the employee. Accommodation will be determined on a case-by-case basis. Human Talent will work closely with the employee and supervisor to ensure that reasonable accommodation is provided and effective.

Breaks: Tejano Center is cognizant of employees' personal needs that warrant breaks during the workday. Lunch and break periods are routine and incorporated considerations of work and pay schedules. In addition, the organization supports the practice of employees' expressing breast milk and makes reasonable accommodations for it. Tejano Center provides a location (other than a multiple-user restroom) that is shielded from view and free from intrusion from other employees and the public where the employee can express breast milk. A reasonable amount of break time will be provided for this activity. For nonexempt employees, these breaks are unpaid and are not counted as hours worked. Employees should discuss their needs with their supervisor and arrange break times for the expression of breast milk.

It is important to remember that the individual employee is responsible for knowing and following his/her schedule. Employees who wish a change be made to the posted schedule are directed to consult with their supervisor/manager.

Attendance and Tardiness

Each employee team depends on its members to participate in the daily functioning of the work group in order to maintain cohesive team performance and effective customer relations. Regular attendance and punctuality are expected of all employees. It is important that every employee takes ownership in being on the job at the agreed-upon scheduled times (including lunch and break periods). Excessive tardiness detracts from overall performance and will result in disciplinary action up to and including termination.

An evaluation of an employee's attendance record may be included as part of the employee's performance record. If an employee will be late or unable to report to work, he/she must notify his/her manager no later than 15 minutes of the scheduled starting time. Notification will be required every day he/she is absent unless he/she is hospitalized or management has approved another method of reporting. If the employee is absent for three days or more, he/she may be required to provide a doctor's release to return to work. Two consecutive days of absence without notification to his/her immediate supervisor may be construed as job abandonment and result in a termination. Tejano Center may, at its discretion, require employees to obtain medical certification of illness or absence by a doctor.

> **RYSS Teachers:** Teachers are required to call their principal or designee in advance and no less than two hours of their scheduled reporting time.

Outside Employment

Employees are required to disclose in writing to their immediate supervisor any outside employment that may create a potential conflict of interest with their assigned duties and responsibilities or the best interest of Tejano Center.

Supervisors in conjunction with Human Talent will consider outside employment on a case-by-case basis and determine whether it should be prohibited because of a conflict of interest. Employees are advised that Tejano Center is to be considered their primary employer.

Performance Evaluation

Performance evaluations allow Tejano Center to discuss with an employee that individual's job performance. This annual procedure is conducted in a formal and documented fashion that solicits participation and input from the employee, and in certain cases, other managers and peers of the employee. The purpose of this process is to:

- Review the job description for a better understanding of the role;
- Discuss overall accomplishments, strengths, and weaknesses;
- Discuss the overall performance standard that was reached;
- Create an action plan to improve performance and develop skills; and
- Adjust compensation when appropriate and within budget constraints.

Evaluation of an employee's job performance is a continual process that focuses on improvement. Performance evaluation is based on an employee's assigned job duties and other job-related criteria. Employees will be informed of the criteria on which they will be evaluated. All employees will participate in the evaluation process with their assigned supervisor annually. Written evaluations will be completed on forms approved by the president/CEO or designee and Human Talent. Reports, correspondence, and memoranda also can be used to document job performance information. All employees will receive a copy of their written evaluation, participate in a performance conference with their supervisor, and have the opportunity to respond to the evaluation.

Evaluation and appraisal ratings shall be based on the evaluation instrument and cumulative performance data gathered by supervisors throughout the year. When relevant to the decision, written evaluations of a professional employee's performance, as documented to date—and any other information the administration determines to be appropriate—shall be considered in decisions affecting contract status. Written evaluations and other evaluative information need not be considered prior to a decision to terminate a probationary contract at the end of the contract term.

RYSS Teachers: The annual appraisal of Tejano Center's teachers shall be in accordance with the current performance evaluation system approved by the president/CEO or designee and Human Talent. Tejano Center shall establish an annual appraisal calendar. Formal and informal classroom observations may occur at any time. The list of qualified appraisers who may appraise a teacher in place of the teacher's supervisor shall be approved by the president/CEO or designee and Human Talent. Upon a teacher's request for a second appraiser, the superintendent or designee shall select the second appraiser from a pre- established roster of trained appraisers.

- 10-Month, Evaluation due May 15th
- 11-Month, Evaluation due July 1st
- 12-Month, Evaluation due August 1st

Professional Development

Professional development activities are organized to meet the needs of employees and Tejano Center.

RYSS Employees—Professional Development: Professional development is predominantly campus-based, related to achieving campus performance objectives, and developed and approved by Tejano Center and campus-level advisory committees. Staff development for non-instructional personnel (i.e., bus drivers) is designed to meet specific licensing requirements and continued employee-skill development. Administrators participate in professional growth activities in scheduled workshops. Individuals holding renewable SBEC certificates are responsible for obtaining the required training hours and maintaining appropriate documentation. Paraprofessional and auxiliary employees enhance their knowledge and skills through workshops based upon assessed needs.

Personnel File

Tejano Center collects personal information for inclusion in personnel files. The information is available to the employee, the president/CEO, designee, and Human Talent. It is kept in a secure location; however, portions may be available to the public under the Texas Public Information Act.

Employees wishing to review their personnel file may do so with advance notice and request to Human Talent.

Name and Address Changes

It is important that employment records be kept up to date. Employees must notify Human Talent if there are any changes or corrections to their name, home address, contact telephone number, marital status, emergency contact, or beneficiary. The employee must present a new Social Security card to make a name change. Forms to submit a name change can be obtained at Tejano Center and RYSS websites. The employee makes address, contact telephone number, marital status, emergency contact, and/or beneficiary changes via Human Talent. Forms to process an address change can be obtained on Tejano Center and RYSS websites. For the security of the employee and TCCC, all changes must be made in person.

RYSS Employees—Notifications: Changes in name, address or certification must also be reported to TEA by all RYSS employees with an account.

Personnel Records/Reference Inquiries

Most Tejano Center records, including personnel records, are public information and must be released upon request. A limited amount of personal information may be withheld. Employees may choose not to allow public access by submitting a written request to Human Talent at any time or by completing the *Public Access* form in the employment packet. Employees may choose to have the following personal information withheld:

- Address
- Phone number
- Social Security number
- Emergency contact information
- Information that reveals whether they have family members

New or terminating employees have 14 days after hire or termination to submit a request. Otherwise, personal information may be released to the public.

Employment Verification and Employee Reference Checks

All telephone calls or correspondence received regarding employment verification and performance evaluations for a current or former employee are to be referred to Human Talent human.talent@tejanocenter.org. This procedure will ensure compliance with regulations regarding information disclosure.

COMPENSATION

Employees are paid in accordance with administrative guidelines and an established pay structure. Tejano Center's pay plans are reviewed by the administration each year and adjusted as needed. All Tejano Center positions are classified as exempt or nonexempt according to applicable law. Professional employees and academic administrators are generally classified as exempt and are paid on a biweekly basis. They are not entitled to overtime compensation. Other employees are generally classified as nonexempt and are paid based on hourly wages and are compensated for overtime, actual hours worked in excess of 40 hours in a workweek. The workweek starts on Monday and ends on Sunday.

> **RYSS:** All teachers will receive written notice of their pay and work schedules at the start of each school year. Classroom teachers, full-time librarians, full-time nurses, and full-time counselors will be paid in accordance to their contract salary.

Employees should contact Human Talent or the Payroll Department (Payroll) for more information about Tejano Center's pay schedules or their own pay.

Paychecks and Pay Day

Employees on 10- and 11-month schedules (including teachers) are paid over a 12-month payroll calendar, which runs from August 1, 2026, through August 31, 2027, to align payroll administration with the organization's fiscal year.

For the 2026-2027 school year, payroll will be processed on a semi-monthly basis rather than a biweekly basis. Employees will generally receive pay through direct deposit on the 15th and 30th of each month. When a scheduled pay date falls on a weekend or holiday, payroll will be processed on the nearest designated business day as reflected in the official payroll calendar.

Nonexempt employees are compensated for all hours worked during the applicable pay period. All employees are responsible for ensuring that their direct deposit information is current and accurate. Changes to banking information must be submitted to Human Talent in person and verified over the phone subsequently at least one week prior to a scheduled pay date to ensure timely payment.

Any payroll discrepancies should be reported immediately to Human Talent.

Pay Dates

Payroll Transition Notice: Effective September 1, 2026, Tejano Center and Raul Yzaguirre Schools for Success (RYSS) transitioned from a biweekly payroll schedule to a semi-monthly payroll schedule. 10M and 11M employees are transitioning from a 12-month payroll calendar to a 13-month payroll calendar to align payroll operations with the organization's fiscal year.

Employees are paid on a semi-monthly schedule. Pay dates are generally the 15th and 30th of each month, or the nearest designated business day when these dates fall on a weekend or holiday. The official payroll calendar for the school year is available on the Tejano Center website or RYSS website and may also be obtained through Human Talent. Pay advices are delivered electronically to employees' TCCC email accounts only.

Timesheets

All employees are required to complete and submit their timesheets for each designated payroll period. Timesheets are used to accurately record hours worked and absences as required by law and organizational policy. Employees must comply with all payroll submission deadlines established in the official payroll calendar to ensure timely processing of payroll.

For employees that are coded to multi grants, time and effort and time sheets are due to the Payroll Office each pay period. For employee being paid 100% to a grant requires signature of the grant certification twice per year (beginning of the year and mid-year).

Falsification of timesheets, inaccurate reporting of time worked, or having another employee record time on one's behalf is strictly prohibited and may result in disciplinary action, up to and including immediate termination.

Clock In and Out

All non-exempt (full and part-time, temporary and substitutes) employees must use Time Clock Plus for submitting all time worked and leave of absences. Nonexempt employees must also clock in and out for lunch breaks and any other unpaid breaks. Lunch breaks are mandatory and cannot be used to make up time. Employees are responsible for ensuring the accuracy of their time entries. Nonexempt employees Working "off the clock" is strictly prohibited. Any discrepancies or errors must be reported to the supervisor immediately. Employees must not clock in or out for another employee. Any attempt to falsify time records will result in disciplinary action, up to and including termination. A consistent edit or missed punches may be cause for disciplinary action up to termination. Employees should refer to the Timekeeping Guidelines for details.

Exempt employees are not required to submit time worked through Time Clock Plus unless other instructions have been approved by Human Talent and/or directed by the Department Director. All exempt employees are required to submit and obtain approval for all absences through Time Clock Plus system.

*Exception to exempt employees: Teachers will continue to clock in but will be clocked out by the Time Clock Plus System. This is in accordance with district safety policies and to make sure that we account for all employees in the school facility.

Overtime Compensation

Nonexempt employees will receive overtime pay for hours actually worked in excess of 40 in a workweek at a rate not less than time and one-half their regular rates of pay. Any overtime must first be pre-approved by the employee's immediate supervisor.

Overtime is legally defined as all hours actually worked in excess of 40 hours in a workweek and is not measured by the day or by the employee's regular work schedule. Any type of paid time off is not counted for purposes of overtime calculations. Nonexempt employees that are paid on a salaried basis are paid such salary for all hours of work and do not earn additional pay unless they work more than 40 hours.

For the purpose of calculating overtime, a workweek begins on Monday morning at 12:00 a.m. and ends on Sunday night at 11:59 p.m.

Weekly time records will be maintained on all nonexempt and exempt employees for the purpose of wage-and-salary administration and TEA compliance.

Tejano Center compensates overtime for nonexempt employees in accordance with applicable wage and hour laws. Only nonexempt employees are entitled to overtime compensation.

For further clarification on overtime pay, visit the Department of Labor (DOL) website at www.dol.gov

Payroll Direct Deposit

To complete the employment process, employees must submit a completed form authorizing Tejano Center to establish automatic payroll deposit into a financial institution ("direct deposit) in their behalf. Tejano Center offers all employees direct deposit services. Employees may have paychecks electronically deposited into an account at any financial institution that accepts electronic transfer of funds. With direct deposit, an employee's pay is immediately available on the pay date. A direct deposit authorization for each employee must be on file in Payroll. More information and direct deposit forms are available in Human Talent and Payroll.

When activating or changing a direct deposit, no pre-notification period is required. Employees are responsible to ensure that all bank information has been submitted and processed correctly. Direct deposits are posted on the regularly scheduled paycheck dates. Final paychecks for employees who separate from Tejano Center are directly deposited.

Payroll Deductions

Payroll deductions are defined as any amount that is deducted from an employee's gross pay to cover mandatory deductions and voluntary deductions.

Mandatory deductions:

- Texas Teacher Retirement Systems (TRS) member contributions and TRS member care – RYSS employees who are working over 20 hours weekly
- FICA (Social Security) – all TCCC employees and RYSS employees who are not TRS eligible
- Medicare Tax
- Federal Income Tax

Voluntary Deductions

- Employee's share of premiums for health, dental, life, and vision insurance
- 403b contributions
- Additional voluntary insurance coverage
- Additional Federal Income Tax withholding

Employees should review their paychecks for errors. Tejano Center will not make deductions from the pay of exempt, salaried employees because of variations in the quality or quantity of their work, nor will Tejano Center make any other impermissible deductions from employee pay under the federal or state wage and hour laws. If an employee believes that he/she has been subjected to an impermissible pay deduction, he/she must promptly report the pay deduction to his/her supervisor or the Chief Operating Officer. Tejano Center will promptly investigate the employee's concern about the pay deduction. If Tejano Center determines that an impermissible deduction has been made from an exempt, salaried employee's pay, Tejano Center will reimburse that employee, in full, for the improper deduction. Tejano Center will also take reasonable steps to ensure that the error does not recur in the future.

Tejano Center prohibits and will not tolerate retaliation against any employee because that employee filed a good faith complaint under this policy. Specifically, you will not be denied employment, promotion, or any other benefit of employment or be subjected to any adverse employment action because you made a good faith complaint about an improper wage payment or deduction. In addition, you will not be disciplined, intimidated, or otherwise retaliated against

because you exercised rights under this policy or applicable law. If you believe you have been subjected to retaliation in violation of this policy, immediately report your concerns to your supervisor or the Chief Operating Officer.

Pay Increases

Pay increases are given based on employees' evaluations and demonstrated ability. Regular reviews of an employee's work habits are maintained to properly analyze progress. Increases must be budgeted and approved by the board of directors. Pay increases, if approved, become effective the beginning of the school year—for 12-month employees. Increases for employees on schedules that are less than 12 months become effective at the start of the employee's duty or calendar year. The Board will determine how long an employee must be employed with Tejano Center to determine if the employee will be eligible for the general rate increase.

The availability of pay increases is based upon budgetary considerations and approvals and within the complete discretion of Tejano Center.

Travel Expense Reimbursement

Before an employee incurs any travel expenses, the employee's supervisor must first approve the expense. Travel guidelines will be available in Payroll and Accounts Payable. For approved travel, employees will be reimbursed for mileage and other travel expenditures according to the accounting manual authorized by the board of directors and the Internal Revenue Service (IRS).

For reimbursement procedures and guidelines, please refer to the Accounting Manual and consult the Finance Department with any questions.

Mileage Reimbursement

Employees shall be reimbursed for expenses incurred while using personal vehicles to conduct Tejano Center business. Use of personal vehicles must be pre-approved by the immediate supervisor.

Employees shall receive the standard mileage rate set by the IRS for driving personal vehicles while conducting business for the organization. This rate shall apply except when funding sources restrict payment to a lesser amount. Mileage logs must be kept by employees and submitted no more than 30 days after use of their personal vehicle, along with a request for reimbursement.

Milage reimbursement is contingent upon supervisor approval and funding availability.

For more information, on reimbursements, go to https://www.irs.gov/newsroom/

BENEFITS

Group Health Insurance

Tejano Center is committed to offering its employees the best benefits possible as part of their total compensation package. Tejano Center may make available to all employees insurance for medical, life, vision, and dental at a shared cost. Since the needs of employees vary from person to person, Tejano Center offers a broad range of benefits coverage options. This range of coverage will provide every eligible employee the flexibility in designing a plan to meet his/her own needs and/or the needs of their families.

The availability of some of these benefits may vary from year to year, based upon budgetary considerations and approvals. Employees should refer to the appropriate benefits plan documents for additional details or contact Human Talent.

Tejano Center's board of directors and administration annually determine the organization's contribution to employee insurance premiums. Detailed descriptions of insurance coverage, prices, and eligibility requirements are provided to all RYSS employees separate, which is available on Tejano Center website and in Human Talent.

Tejano Center's group health plan year is from September 1 through August 31.

New employees must complete benefits enrollment forms within the first two weeks of their start date. Benefits are effective the first day of the month following the employee's hire date. Current employees can only make changes in their insurance coverage during the annual open enrollment period or if they have an IRS-qualifying event during the plan year.

Employees may also enroll in additional insurance programs that may include but are not limited to legal protection, disability, and supplemental life insurance. Premiums for these programs are paid through payroll deduction. Employees should contact Human Talent for more information.

Employee Benefits Available

Eligible employees may receive the following benefits, if offered by Tejano Center:

- Medical - for RYSS employees
- Dental
- Vision
- Life Insurance and Accidental Death & Dismemberment
- Supplemental Life Insurance
- Disability Insurance
- Retirement Planning
- Legal Protection

Employees are encouraged to contact Human Talent for all inquiries regarding availability of optional insurance and other benefits.

RYSS Employees—Texas Teacher Retirement System (TRS) Medical and Retirement: All RYSS personnel employed on a regular basis for at least four-and-one-half -months are members of the TRS and receive their medical and retirement benefits through this state agency. Substitute teachers, which are certified teachers and who work at least 90 days a year are also eligible to purchase a year of creditable service.

TRS provides members or on-line viewing of an annual statement of their medical benefits accounts showing all deposits and the total account balance for the school year ending August 31, as well as an estimate of their retirement benefits.

Employees who plan to retire under TRS should provide their immediate supervisor and Human Talent with a 30-day notice prior to their date of retirement.

Medical and retirement procedures and additional inquiries should be addressed to: Teacher Retirement System of Texas, 4655 Mueller Blvd., Austin, TX 78723 or call 1-800-223-8778, or go to www.trs.texas.gov.

All non-RYSS employees receive their retirement benefits through Social Security. For information regarding Social Security benefits, please contact the Social Security Office at 1-800-772- 1213.

Workers' Compensation Benefits

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

Those employees who choose to use paid leave will not receive workers' compensation weekly income benefits until all their paid leave is exhausted or to the extent that paid leave does not equal the pre-illness or 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 his/her pre-illness or injury wage.

If an employee is injured on the job, he/she will report the injury to his/her manager or Human Talent within 24 hours. The employee will be required to complete an Employee First Report of Injury form. If he/she is temporarily disabled by an industrial accident and has followed the procedures outlined above, he/she may receive workers' compensation payments in accordance with the above and applicable state law.

Leave coded as workers' compensation disability runs concurrently with family and medical leave for both federal and state law. Employees should contact their immediate supervisor or Human Talent regarding each individual situation.

Unemployment Compensation Insurance

Employees who have been laid off or terminated through no fault of their own may be eligible for unemployment compensation benefits as determined by TCCC. 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. Employees with questions about unemployment benefits should contact the Texas Work Force Commission at 1-800-832-2829.

Termination Coverage (COBRA)

Employees who end their employment with Tejano Center and who participate in Tejano Center benefits have the opportunity to participate in COBRA coverage at their own expense for themselves and their covered dependents. COBRA notification for health insurance participants will be issued by the medical health provider at the time coverage ceases. COBRA notification for vision and/or dental coverage will be issued by Human Talent or a selected third-party vendor.

Payroll Statements

An employee's biweekly payroll statement contains detailed information including deductions, withholding information, and the amount of leave accumulated. Payroll statements are only delivered to an employee's Tejano Center mail.

LEAVES AND ABSENCES

Holidays

Tejano Center generally observes holidays, which may vary from year to year. Annually, a list of dates will be published for the following days recognized as Tejano Center's official holidays*. Typically, these include:

Martin Luther King Day	Memorial Day	Spring Break
Spring Holiday (Good Friday)	Independence Day	Labor Day
Thanksgiving Day (plus two floating days)	Winter Break (Christmas/New Year)	Dolores Huerta Day

* RYSS Brownsville campus observes Charro Day in lieu of Dolores Huerta Day.

Holidays falling on a Saturday will be observed on Friday and those falling on a Sunday will be observed on Monday.

RYSS 10- and 11-month employees receive a week for Thanksgiving. RYSS 12-month and TCCC employees receive November 25th-27th.

Tejano Center may, at its discretion, change the observed days for scheduled holidays.

Employees are paid on days worked; 10 months-195 days, 11 months-215 days, 12 months-238 days. Employees are not paid for holidays. **Employees of RYSS** are not eligible to use their days prior or after a day recognized as a holiday or standardized testing and professional development days.

Vacation Time and Vacation Pay

Note: 10-month and 11-month employees are not eligible for vacation pay.

Tejano Center Employees have a vacation-accrual schedule used to determine the amount of vacation due on a 12-month work schedule each year. This vacation leave procedure does not apply to teachers, bus drivers, cafeteria staff, or any other employee who works less than 12 months of the year. Vacation days for 12-month employees are earned based on the years of employment as shown below:

Years of Employment	Vacation Days per Month	Vacation Days per Year	Notes
0-9 years	0.8333 days	10 days	First year prorated based on hire date
10-19 years	1.25 days	15 days	
20+ years	1.66 days	20 days	

Vacation leave balance is not to exceed 20 days as of September 1st of the new work calendar. Upon resignation or termination, an employee will be paid for allowable unused vacation time.

Accumulated but unused vacation-leave 20 days or less can be rolled over for a one-year period from a prior year of service and must be used within the new year of service ("use it or lose it"). Employees who do not use vacation during this rollover period will not be paid for it. Exceptions to the vacation carry-over period, or maximum amount of accrued leave that will be paid upon resignation or termination, may only be approved in writing by the president/CEO or designee.

Vacation leave must coincide with the best interest of Tejano Center. It is the responsibility of the department manager to ensure that vacations within his/her departments are properly scheduled so as to maintain adequate staff at all times.

Vacation time may be split but is not to be taken less than four hours at any one time. All vacation policy-related inquiries should be referred to Human Talent. Payroll maintains all records pertaining to vacation time accrual and use. For information concerning seniority and vacation time increases, contact Human Talent or Payroll.

Departments may have a less than two-week rule due to operations of department. Rules must be in writing and communicated to employees. Reviewed and in file with HT.

Requests for vacation must be submitted to the respective immediate supervisor at least two weeks in advance of the requested vacation period. Leave request forms must be submitted to the payroll coordinator. In case of emergency situations, the two-week rule will be evaluated on a case-by-case basis.

Sick and/or Personal Leave

Sick and/or personal leave is intended to provide continuity of income to the employee in the event of health-related issues that prevent the employee from working his/her regularly paid hours.

Sick leave may not be taken in excess of the hours advanced. Sick days may not be used immediately prior to or following annual leave or holidays unless a doctor's statement is provided.

All full-time non-RYSS employees shall earn sick leave at a rate of .8333 days per full month of employment, or ten working days of sick leave advanced in the first year of employment, at eight hours per full year of employment. Part- time employees in their title to accrue sick leave on the basis of average hours worked per month.

All accrued sick and/or personal leave is available for employees' use from September 1st through August 31st. Regular part-time personnel working between 50% and 99% time receive a prorated accrual based on the percent of time worked (i.e., 50% = 4 hours, 75% = 6 hours, etc.).

Vacation, personal, and sick leave accrual tables are available on Tejano Center and RYSS

websites.

Sick leave or local leave may be used for:

- Temporary illness or disability;
- Pregnancy or childbirth;
- Medical or dental appointments; and/or
- Absences because of illness of the employee or a member of the employee's immediate family.

Sick leave may not be taken in excess of the hours accumulated. Earned but unused sick leave will be rolled over in the next school year of service.

Employees who are absent more than three days for unconfirmed illness may be required by the department head to submit a physician's statement.

For all employees, absences because of illness of the employee or a member of the employee's immediate family and/or for personal business will be charged on a basis of actual hours away from work in increments of no less than four hours.

Accrued but unused sick leave will not be paid to an employee upon separation from Tejano Center. At an employee's request, vacation time may be used when all sick leave is exhausted.

When taking a day of sick leave, employees must notify their immediate supervisor at least one hour prior to the scheduled time to work.

Suspected abuse of sick leave may lead to disciplinary action up to and including termination. After three consecutive days of absence due to illness, Tejano Center reserves the right to require documentation from the employee to support the use of sick leave. Such supporting documentation, however, will not negate Tejano Center's right to discipline any suspected abuses of sick leave. Misuse of sick leave may constitute grounds for dismissal or other appropriate disciplinary action.

RYSS Employees (Full-time)—State Personal Leave: All full-time RYSS employees receive five state days of personal leave per year. Personal leave is available for use at the beginning of the school year. A day of earned personal leave is equivalent to an assigned workday. There is no limit on the accumulation of state personal leave; it can be transferred to other Texas school districts and is generally transferable to education service centers. Accumulated but not used state personal leave is not reimbursable upon retirement or resignation from RYSS.

RYSS Employees (Full-time)—Local Personal Leave: All full-time RYSS employees advanced local personal leave days while on the job at the rate of approximately one-half day per month (up to 5 days) once they report to work. State and local personal leave balances are posted on paychecks, but they do not necessarily reflect total accrued days. Accrued days may be reduced if the employee works fewer days than his/her scheduled work calendar.

Full-time RYSS employees may accumulate up to 20 local leave days; however, local leave days may not be transferred to other Texas school districts and are forfeited upon the employee's resignation or termination. Local leave days may be used for individual absences or for any purpose where the Family and Medical Leave Act (FMLA) or temporary disability leave is granted. Local leave days may be used only for:

- Illness of the employee;
- Illness of a member of the employee's family;
- Family emergency; or
- Death in the immediate family exceeding bereavement leave

Important **–** If a RYSS employee goes on leave, he/she cannot earn personal leave while on leave; except if Family Medical Leave. Leave earned will be figured by the total number of days absent before and during the leave, and the leave bank will be adjusted accordingly. If unearned days are used and the employee leaves RYSS, he/she will repay RYSS by adjustment of their final check.

RYSS employees have two types of personal leave: nondiscretionary and discretionary.

- Nondiscretionary—Leave that is taken for personal or family illness, family emergency, a death in the immediate family, or active military service is considered nondiscretionary leave. Reasons for this type of leave allow very little or no advance planning. Nondiscretionary leave will be granted to employees in the same manner as sick leave.

- Discretionary—Leave that is taken at an employee's discretion and that can be scheduled in advance is considered discretionary leave. An employee wishing to take discretionary personal leave must submit a notice of the request at least five days in advance of the anticipated absence to his/her principal or supervisor.

Discretionary personal leave is granted by the supervisor on a first-come, first-served basis and is subject to the following limitations:

- Discretionary leave may not be used for more than five days during each semester and not more than five consecutive days, except in extenuating circumstances and with written approval by the superintendent.
- Campus supervisors may deny a request where the absence would place an undue hardship on the instructional process, including but not limited to, standardized testing dates, the day immediately before or after a holiday, and professional development days.
- The effect of the employee's absence on the educational program or department operations, as well as the availability of substitutes, would be considered by the principal or supervisor. Approval of any exceptions requires consent of the immediate supervisor.
- Use of discretionary personal leave shall be considered granted unless the immediate supervisor notifies the employee to the contrary within 24 hours of receipt of the request.
- The supervisor for ancillary positions will not approve discretionary personal leave for more than one employee per department or campus per day. The request may also be denied if the absence would place an undue hardship on department operations, for example the day immediately before or after a holiday or if a substitute to cover the absence cannot be found.

Family and Medical Leave (General Provisions)

The following text is from the federal notice, *Employee Rights and Responsibilities under the Family and Medical Leave Act (FMLA)*. Specific information that Tejano Center has adopted to implement the FMLA follows this general notice.

Basic Leave Entitlement: The FMLA requires covered employers to provide up to 12 weeks (working days) of unpaid, job-protected leave to eligible employees for the following reasons:

- Incapacity due to pregnancy, prenatal medical care, or child birth;
- Provision of care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- A serious health condition that makes the employee unable to perform his/her job. This includes an injury
  covered by workers' compensation.

Tejano Center grants employees leave of up to 12 workweeks (during the 12-month period from the date of the employee's first family/medical leave (or FML) as specified under FMLA if an employee meets eligibility. Employees must have at least 12 continued months of service with Tejano Center and have worked at least 1,250 hours during the 12 months prior to the commencement of the leave in order

to be eligible. The 12 workweeks of leave can be taken all at once or intermittently based on medical documentation. FMLA for the birth of a child may not be taken intermittently.

If both the employee and his/her spouse are employed by Tejano Center, additional leave restrictions may apply. Outlined below are the provisions for FML. For further information, please contact Human Talent. Leave must be used in one-half-day increments. However, if an employee is taking intermittent FML, the leave shall be recorded in one-hour increments. Earned comp time must be used before any available paid state and local leave is used.
Unless an employee requests a different order, available paid state and local leave will be used in the following order:

- Earned compensatory time or vacation leave
- Earned Local leave
- Earned State personal leave

Employees must follow department or campus procedures to report or request any leave of absence and complete the appropriate form or certification.

Military Family Leave Entitlements: Eligible employees with a spouse, son, daughter, or parent who is on covered active duty, or has been called to covered active duty, in the Armed Forces may use up to 12 weeks of FMLA leave for qualifying exigencies arising from that military service. Qualifying exigencies may include attending certain military arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. An eligible employee under this provision is the spouse, son, daughter, parent, or next of kin of the covered service member. A covered service member is a current member of the armed forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty or active duty that may render the service member medically unfit to perform his/her duties for which the service member is undergoing medical treatment, recuperation, therapy, is in outpatient status, or is on the temporary disability retired list. It also includes a family member who is a veteran with an illness or injury that occurred in the line of duty while on active duty and manifested itself before or after the service member became a veteran. The veteran must have been on active duty during the five years preceding the need for treatment, recuperation, or therapy.

Benefits and Protections: During FMLA leave, the employer must maintain the employee's group health coverage under the same conditions as if the employee had continued to work. Employees remain responsible for their share of insurance premiums. Upon return from FMLA leave, employees generally must be restored to the same or an equivalent position with equivalent pay, benefits, and other terms and conditions of employment, subject to certain limited exceptions permitted by law.

Eligibility Requirements: Employees are eligible if they have worked for a covered employer for at least 12 months, have worked at least 1,250 hours during the 12 months immediately preceding the leave, and work at a location where the employer employs at least 50 employees within 75 miles.

Definition of Serious Health Condition: A serious health condition includes an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave: All paid leave shall be used prior to any leave without pay. An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Use of Paid Leave: FML runs concurrently with sick- and personal leave, temporary disability leave, compensatory time, and absences due to a work-related illness or injury. Tejano Center will designate the leave as FML, if applicable, and notify the employee that accumulated leave will run concurrently. Teachers have the option of not using paid leave during an FML absence for pregnancy or birth or adoption of a child. (Policy PG-4.504, section 2)

Substitution of Paid Leave for Unpaid Leave: Employees are required to use paid leave while taking FML. In order to use paid leave for FML, employees must comply with Tejano Center's normal paid leave policies.

Employee Responsibilities: Employees must provide 30 days' advance notice of the need to take FML when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include:

- The employee is unable to perform job function;
- The family member is unable to perform daily activities;
- The need for hospitalization or continuing treatment by a health care provider; or
- The circumstances supporting the need for military family leave.

Employees must also inform the employer if the requested leave is for a reason for which FML was previously taken or certified. Employees may also be required to provide a certification and periodic recertification supporting the need for leave.

Medical Certification. Any employee, who is absent more than 5 days because of a personal or family illness, must submit a medical certification from a qualified health care provider confirming the specific dates of the illness, the reason for the illness, and—in the case of personal illness—the employee's fitness to return to work.

Tejano Center may require medical certification due to an employee's questionable pattern of absences or when deemed necessary by the supervisor or superintendent. The district may also request medical certification when an employee requests leave under the Family and Medical Leave Act (FMLA) for the employee's serious health condition, a serious health condition of the employee's spouse, parent, or child, or for military caregiver leave.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits covered employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we ask that employees and health care providers do not provide any genetic information in any medical certification. 'Genetic information,' as defined by GINA, includes an

individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member, or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Continuation of Health Insurance. Employees, on an approved leave of absence other than family and medical leave, may continue their insurance benefits at their own expense. Health insurance benefits for employees on paid and unpaid leave and leave designated under the FMLA will be paid by the district as they were prior to the leave. Note that upon your return, you may be responsible for reimbursing Tejano Center for the employee portion of your benefit costs, as your benefits will continue while you are on unpaid leave. You may choose to pay these amounts in advance or arrange repayment upon your return to work.

Under TRS-Active Care rules, an employee is no longer eligible for insurance through the district after six months of unpaid leave other than FML. If an employee's unpaid leave extends for more than six months, the district will provide the employee with notice of COBRA rights.

Fitness-For-Duty Certification: If an employee takes FML due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification. If Tejano Center will require certification of the employee's ability to perform essential job functions, Tejano Center shall provide a list of essential job functions to the employee with the FML designation notice.

Failure to Return: If, at the expiration of FML, the employee is able to return to work but chooses not to do so, Tejano Center may require reimbursement of benefit premiums paid by Tejano Center during the leave.

Employees requiring FML should contact Human Talent for details on eligibility, requirements, and limitations.

Employer Responsibilities: Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FML and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FML, the employer must notify the employee.

Unlawful Acts by Employers: The FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right protected under the FMLA; and/or
- Discharge or discriminate against any person opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

Enforcement: An employee may file a complaint with the U.S. Department of Labor 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.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA-covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300 (a) may require additional disclosures. For additional information, call 1-866- 4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627 or go to www.wagehour.dol.gov

Maternity Leave

To comply with established maternity-leave procedures, the employee submits the proper form to Human Talent requesting maternity leave that should include the approximate date the leave begins and the duration (how many weeks). **Notification should be given to Human Talent at least two months in advance, if possible.**

The employee is asked to make an appointment with Human Talent to better understand the procedures regarding maternity leave and how it will affect the employee's pay. Personal days (state and local) will be used concurrently with FML (Family/ Medical Leave). Short-Term Disability (STD) covers a maximum of $350/ week after 14 days declared by the doctor if the employee is unable to work.

The employee completes the employee part of the STD form for salary continuance before starting maternity leave.

The employee has the health care provider/physician complete their part of the same form after delivery of the baby. The provider/physician will indicate the estimated time of leave on the form. Human Talent will submit the form to the Tejano Center's provider before the health care provider completes his/her part to start the process. The documents will be re-submitted after delivery. It typically requires ten business days to complete the process and start providing insurance coverage.

The employee has the health care provider complete a "Fitness for Duty Certification" form. The employee must return this form to Human Talent before returning to work. The employee may return to work sooner than the date that was written by the physician, but only after Human Talent has received the "Fitness for Duty Certification" form.

Other Types of Leave of Absence

An employee who needs to be away from work for compelling personal reasons that may not be addressed in other sections of this handbook, may request an unpaid personal leave of absence for up to 60 calendar days, providing he/she gives at least one week's notice. Approval by the employee's direct supervisor and Human Talent is required. The approval of the leave and the length of the leave may depend on the employee's personal situation. If an employee leaves without approval, the leave will be considered a voluntary termination. For additional information employees are directed to contact Human Talent.

Bereavement Leave

Tejano Center provides bereavement leave for all employees who experience the death of a loved one. Employees will be excused from work, with pay for up to three days in the event of a death in their immediate family. Employees may charge their vacation or sick leave time /local leave for additional days beyond the initial three days.

For purposes of leave, members of the immediate family are defined as:

Parents	Stepchildren	Siblings-in-law
Spouse (or spouse equivalent*)	Mother	Sister, Brother
Children	Father	
Grandparents		Mother and Father-in-law

**Tejano Center defines "spouse equivalent" as someone who shares a residence and is in a partnership with an employee, that is similar to a spousal relationship. Tejano Center reserves the right to require proof of death (i.e., obituary).*

Civic-Duty Leave

It is the policy of Tejano Center to grant paid leave in instances where compelling reasons and circumstances require an employee's absence to attend to civic responsibilities. This includes court appearances for Tejano Center under subpoena or jury duty.

An employee must use his/her accrued leave or take leave without pay for non-related Tejano Center court matters where he/she is a party to the lawsuit.

Whenever an employee is temporarily excused from jury duty by the court on his/her scheduled workday after his/her work shift has started, the employee shall advise his/her supervisor as promptly as possible and stand ready to report for work if requested by the supervisor. The employee is also expected to call and verify whether or not he/she must report for jury duty the next day and advise the supervisor prior to his/her shift.

Upon request and after completion of jury duty, the employee will be required to submit evidence of having served on the jury for the time claimed for accountability purposes.

Proof of service will be required by Tejano Center for accountability purposes. Attach to timesheet.

Compliance with Subpoena

Tejano Center shall not discharge, discipline, or otherwise penalize an employee when the employee complies with a valid subpoena to appear in a civil, criminal, legislative, or administrative proceeding.

Religious Observance

Tejano Center will reasonably accommodate an employee's request to be absent from duty in order to participate in religious observances and practices, as long as it does not cause undue hardship on the conduct of Tejano Center business. Such absence shall be without pay unless applicable paid leave is available (sick leave/local leave may not be used).

Military Leave

Paid Leave for Military Service
Any employee who is a member of the Texas National Guard, Texas State Guard, reserve component of the United States Armed Forces, or a member of a state or federally authorized Urban Search and Rescue Team is entitled to 15 days of paid leave per fiscal year when engaged in authorized training or duty orders by proper authority. An additional seven days of leave per fiscal year are available if called to state active duty in response to a disaster. In addition, an employee is entitled to use available state and local personal or sick leave during a time of active military service.

Reemployment after Military Leave
Employees who leave the district to enter into the United States uniformed services or who are ordered to active duty as a member of the military force of any state (e.g., National or State Guard) may return to employment if they are honorably discharged. Employees who wish to return to the district will be reemployed provided they can be qualified to perform the required duties. Employees returning to work following military leave should contact Human Talent Department. In most cases, the length of federal military service cannot exceed five years.

Continuation of Health Insurance. Employees who perform service in the uniformed services may elect to continue their health plan coverage at their own cost for a period not to exceed 24 months. Employees should contact the Benefits Coordinator for details on eligibility, requirements, and limitations. (Policy PG-4.503)

EMPLOYEE RELATIONS AND COMMUNICATION

Continuous efforts are made throughout the year to recognize employees who make an extra effort to contribute to the success of the culturally and economically diverse Tejano Center. Employees are recognized through such opportunities as end-of-year school luncheons, during Tejano Center's Annual Gala, Tejano Center's website and newsletter, and special events and activities. Recognition and appreciation activities may also include service awards. It is important to ensure Tejano Center communication methods reach and address all employees. Employees are strongly encouraged to regularly review Tejano Center and RYSS websites for updated and/or newly added employee information.

Open Door Practice

Tejano Center has adopted the Open Door Practice for all employees. Every manager's door is open to every employee at any time for the purpose of encouraging open communication, feedback, and discussion about any matter of importance to an employee.

Responsibilities: If any area of an employee's work is causing him/her concern, the employee has the responsibility to address that concern with a manager. Whether he/she has a problem, a complaint, a suggestion, or an observation, the employee can have confidence that Tejano Center managers are open to hearing from him/her. By listening to employees, Tejano Center management can improve, address complaints, and foster employee understanding of the rationale for practices, processes, and decisions.

Before Pursuing the Open Door Practice: Most problems can and should be solved in discussion with one's immediate supervisor. This is encouraged as an employee's first effort to solve a problem. But, under the practice, the employee may also discuss his/her issues and concerns with the next level of management and/or Human Talent. This approach allows employees to discuss their work-related problems, concerns, and suggestions with managers at all levels of the organization and be assured that they are willing to listen and help bring about a solution or a clarification.

Benefits: By helping to solve problems, managers benefit by gaining valuable insight into possible problems with existing methods, procedures, and approaches. While there may not be a ready answer or solution to every concern, employees have the opportunity at all times, through the open door practice, to be heard.

Two-Way Communication with Management

A primary goal at Tejano Center is to maintain a friendly, cooperative atmosphere between employees and all levels of management. Tejano Center provides opportunities for employees to express themselves without jeopardizing their employment. If an employee has a problem with his/her immediate manager that, despite mutual efforts, cannot be resolved, the employee may make an appointment to discuss it with the next higher level of management or with Human Talent. Employees can request that a Human Talent representative accompany them in an advisory capacity when presenting concerns to management.

Retaliation

All Tejano Center employees are to be free from workplace retaliation. Retaliation against a person making a good faith report of bullying, discrimination, or harassment, including dating violence, is prohibited. Retaliation against a person who is participating in an investigation of alleged bullying, discrimination, or harassment is also prohibited. A person who makes a false claim, offers false statements, or refuses to cooperate with a Tejano Center investigation, however, may be subject to appropriate discipline.

RYSS Employees: Retaliation against a student might occur when a student receives threats from another student or an employee or when an employee imposes an unjustified punishment or unwarranted grade reduction. Retaliation does not include petty slights and annoyances from other students or negative comments from a teacher that are justified by a student's poor performance in the classroom.

Employee Complaint Procedures

In an effort to hear and resolve employee concerns or complaints in a timely manner and at the lowest administrative level possible, the board has adopted an orderly complaints process. Employees are encouraged to discuss their concerns or complaints informally with their supervisors or an appropriate administrator at any time.

The formal process for hearing complaints provides all employees with an opportunity to be heard up to the highest level of management if they are dissatisfied with their immediate supervisor's response or administrative response.

Employee Complaint: Tejano Center provides employees with an opportunity to have their complaints and concerns heard by those in positions of authority.

Definition of Complaint*:* A complaint (expression of dissatisfaction) concerns an employee's wages, hours of employment, or conditions of work. This may include the following: evaluations, salary disputes, grading policies, sick leave, and any other matter that is appropriate for communications from employees to their employer concerning an aspect of the relationship.

Procedures: To provide employees with a means by which any complaint they might have be heard and considered, Tejano Center has established a formal complaint procedure set forth below:

The complaint must first be presented in writing to the immediate supervisor/manager and Human Talent within five working days of the occurrence of the complaint.

At this level every effort should be made by all parties concerned to resolve the complaint. Tejano Center's policies specify a two-level process designed to resolve complaints quickly at the lowest possible level. The following are levels outlined in local policy:

- Level One—Conference with immediate supervisor or campus principal/manager
  - A conference to discuss the complaint shall be scheduled within five working days of the receipt of the written complaint.
  - Within ten days working of the meeting to discuss the complaint, a decision from the supervisor or campus principal/manager shall be rendered in writing, or as reasonably possible.

- Level Two—Opportunity to appeal to a Chief or Designee
  - Should the employee decide to appeal the decision, such appeal shall be referred to the Chief or designee within five days of the receipt of a response from his/her supervisor by submitting the grievance in writing.
  - If it becomes necessary, a hearing shall be scheduled within 15 working days of receipt of a written grievance, and a decision shall be rendered in writing within ten working days of the hearing.
  - The appropriate administrator will not conduct a Level Two hearing until after a Level One hearing has been convened and a transcript of the hearing is available.
  - If the Level One hearing officer's deadline to issue the decision/resolution passes, an employee

shall have seven calendar days from the day the decision/resolution was due to file his or her appeal. An appeal shall be filed by forwarding the original complaint or a true and correct copy, including all attachments and decisions rendered in a sealed envelope, to the office Human Talent. A formal request for a hearing must accompany the original complaint, attachments, and decisions rendered to date.

- An appeal to HR shall be based on the record developed at Level One. No new documents may be submitted by the employee or the administration as part of the proceedings before the president/CEO/superintendent. Any Level Two presentation—including the presentation by the employee or the employee's representative, any presentation from the administration or its representative, and questions from the president/superintendent with responses—shall be recorded by audio recording, video/audio recording, or court reporter at the discretion of Tejano Center.
- After hearing and considering the concern of the employee or the administration and the response by the other party, the designee may choose to issue a disposition of the dispute or not to act on it. If the designee chooses to issue a disposition, it shall be provided in writing, within 15 working calendar days of the hearing. The disposition shall be addressed to the employee and to the administration or its representative. If the designee does not act, the inaction has the effect of upholding the decision at Level I.

The employee may have representation at all levels of the complaint procedure.

During the course of the filing of an appeal by an employee, there shall be no suspension of pay or privileges, unless the appeal is in relation to a punitive action taken by Tejano Center against the employee. Any employee who fails to follow the procedures above or fails to subscribe to the timetable regarding procedural steps automatically waives all rights and benefits.

Final resolution of the complaint will be recorded in writing in the employee's personnel file.

EMPLOYEE CONDUCT AND WELFARE

The following information is shared with employees for the purpose of communicating some generally accepted standards of behavior that will help Tejano Center continue operating in a safe, orderly, effective, and efficient manner. While Tejano Center wishes to permit as much freedom as possible, employees should be aware that there are necessary limitations.

The following lists responsibilities of employees:

- Use working time responsibly, both the employee's time and those he/she supervises.
- Maintain operational standards of quality, quantity, and priorities.
- Cooperate with managers and other employees.
- Observe the proper use and maintenance of the organization's equipment and materials.
- Recognize and respect the rights of students, parents, other employees, and members of the community.
- Maintain confidentiality in all matters relating to students and coworkers.
- Be respectful of other employees and their property.
- Maintain attendance standards, including notification of absences and tardiness.
- Maintain reasonable and proper housekeeping standards.
- Dress in accordance with acceptable, professional standards of hygiene and appearance.

Depending on the circumstances, employees may be subject to discipline up to and including immediate termination for any of the following infractions:

- Dishonesty, including falsification of official records or theft
- Misuse, willful or careless damage, or destruction of Tejano Center property, or property of another employee
- Violation of conflict-of-interest rules or business ethics
- Unauthorized disclosure of confidential or proprietary information
- Interference with the work performance of another employee
- Creating a hostile work environment through unwelcome behaviors directed at a person's gender, sexual orientation, gender identity, race, national origin, and/or religion
- Being under the influence of, using, or possessing alcohol or illegal substances on company, customer, or
  vendor premises
- Gambling on Tejano Center premises
- Sleeping on the job or leaving the job without authorization
- Commission of a crime that indicates unfitness for the job or raises a threat to the safety and well-being of the organization, its employees, students, or property
- Pilfering or unauthorized removal of the organization's property or that of any of its employees
- Soliciting, selling, or collecting for an outside interest while at work for Tejano Center
- Distribution of literature or materials not related to work on Tejano Center's property
- Willful or repeated violations of safety rules, deliberate misuse of safety equipment, horseplay, or pranks
- Repeated tardiness or absenteeism and absences without proper notification to the organization

- Unreported absence for two consecutive workdays, which is considered job abandonment
- Work quality or productivity that is below the requirement of the job
- Stealing or attempting to steal property from any individual on the organization's premises, or stealing or attempting to steal property from Tejano Center
- Assault upon any person or fighting on Tejano Center property
- Immoral or indecent conduct on Tejano Center premises
- Possession of firearms or any dangerous weapons (i.e., explosives, knives) on Tejano Center property
- Threatening, intimidating, coercing, or interfering with other employees
- Insubordination to supervisor, refusal to perform supervisor's assignment, or directing abusive or threatening language at any supervisor, employee, or representative of Tejano Center
- Disclosing business information of a confidential nature to unauthorized persons or any action by an employee that would create poor public relations
- Falsification of employment application, timecards, production reports, or other Tejano Center records
- Fraud committed by knowingly accepting pay for services, duties or operation not performed or time not worked
- Poor work performance involving, but not limited to, absenteeism, tardiness, inferior quality of work, customers' complaints, and serious misconduct
- Acts of sabotage, or other interference with Tejano Center projects
- Unsafe operation of equipment in a negligent manner or destruction of Tejano Center material or property of fellow employees
- Defacing Tejano Center property
- Conviction of a felony
- Participating in an unauthorized work stoppage or slowdown or interfering with production/services to the community.

RYSS Employees—Educator's Code of Ethics: RYSS employees are required to observe and comply with the standards of ethical conduct, practices, and performance established under Chapter 247, issued under the Texas Education Code, 21.041 (b)(1), (7), and (8). It is expected that RYSS employees will adhere to the standards outlined in the Educator's Code of Ethics. The following text is excerpted from the code:

The Texas educator shall comply with standard practices and ethical conduct toward students, professional colleagues, school officials, parents/guardians, 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 and good moral character. 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/guardians and others to improve the public schools of the community.

Professional 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 knowingly misappropriate, divert, or use monies, personnel, property, or equipment committed to his or her charge for personal gain or advantage.
C. Standard 1.3. The educator shall not submit fraudulent requests for reimbursement, expenses, or pay.
D. Standard 1.4. The educator shall not use institutional or professional privileges for personal or partisan advantage.
E. Standard 1.5. The educator shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or to obtain special advantage. This standard shall not restrict the acceptance of gifts or tokens offered and accepted openly from students, parents 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 or knowingly 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 or distribution of controlled substances and/or abuse of prescription drugs and toxic inhalants.
M. Standard 1.13. The educator shall not 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.

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.

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.

Standard 3.9. The educator shall refrain from inappropriate communication with a student or minor, including, but not limited to, electronic communication such as cell phone, text messaging, email, instant messaging, blogging, or other social network communication. Factors that may be considered in assessing whether the communication is inappropriate include, but are not limited to:

vi. the nature, purpose, timing, and amount of the communication;

vii. the subject matter of the communication;

viii. whether the communication was made openly or the educator attempted to conceal the communication;

ix. whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;

x. whether the communication was sexually explicit; and

xi. 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.

xii. Whether the communication could be reasonably interpreted as threatening the welfare and/or

safety of the student.

Criminal Background Check

Employees may be subject to a review of criminal history record information at any time during employment. National criminal history checks based on an individual's fingerprints, photo, and other identification will be conducted on all employees and entered into the Texas Department of Public Safety's (DPS) clearinghouse. This database provides Tejano Center and SBEC with access to an employee's current national criminal history and updates to the employee's subsequent criminal history.

Alcohol- and Drug-Free Workplace

Tejano Center is committed to providing a workplace environment that ensures safety and encourages the personal health and productivity of its employees. Strict compliance with the Tejano Center's substance abuse policy recognizes that substance abuse in the workplace is a threat to the safety, health, and job performance of all employees.

It is the practice of Tejano Center that certain activities are strictly prohibited during work hours on Tejano Center property, during the use of a rented or owned Tejano Center vehicle, at Tejano Center-sponsored activities, and when performing company business, regardless of the time or location. These activities include:

Any activity involving an illegal substance, including use, possession, or distribution. Any activity involving an illegal substance while on the job will have a direct bearing on an employee's standing within the organization. Any conviction by a law-enforcement agency for illegal drug activity will result in dismissal from employment.

Abuse of a legal substance, including alcohol and/or prescription, and over-the-counter drugs. Prohibited activities involving legal substances may include use, possession, distribution, or being under the influence of a drug in a manner or for a purpose other than that for which it was intended or prescribed.

Use of prescription drugs that have been prescribed by an employee's physician is permissible during work hours but may require certification by the physician as to the ability of the employee to perform his/her job in a safe manner. Any employee who is under a doctor's care and taking medication that may affect his/her physical or mental ability must report this fact to his/her supervisor and to Human Talent and provide medical documentation before reporting to work. No employee will be disciplined for the authorized and necessary use of a prescription drug.

Violations involving illegal drugs, prescription drugs, or alcohol: Any employee may be terminated for engaging in the following prohibited acts, including but not limited to:

- Manufacture or distribution of illegal drugs on Tejano Center property;
- Personal possession or use of alcohol or illegal drugs on Tejano Center premises, in a Tejano Center vehicle, or on a Tejano Center work site;
- Conviction by a law enforcement agency of possession with intent to distribute illegal drugs or controlled
  substances;
- Reporting to work while under the influence of drug and/or alcohol; and/or
- The use, sale, transfer, or possession of alcohol, illegal drugs, or controlled substances on the job on Tejano Center property.

Tejano Center reserves the right, in appropriate circumstances, to require and conduct tests to determine the

presence of drugs or alcohol at any time. A positive test result may constitute a violation of the policy on an alcohol- and-drug- free workplace. Violators will be subject to disciplinary action up to and including dismissal.

Bullying

Tejano Center adheres to the concept of “No Place for Hate” within its organization. As such, bullying is strictly prohibited on Tejano Center property and at activities that are sponsored by or related to Tejano Center and RYSS. Bullying is defined as engaging in written or verbal expression, expression through electronic means, or physical conduct that:

- Has the effect or will have the effect of physically harming a person, damaging a person’s property, or placing a person in reasonable fear of harm to the individual person or of damage to the individual’s property; or
- Is sufficiently severe, persistent, and pervasive enough that the action or threat creates an intimidating,
  threatening, or abusive work/educational environment for an individual.

Nondiscrimination

All qualified candidates for employment shall receive consideration in hiring, compensation, benefits, transfers, training, promotions, and/or layoffs without regard to race, religion, color, sex, marital status, national or ethnic

origin, age, or disability. The Tejano Center provides equal employment opportunities based on job-related qualifications. The opportunity to advance is made on the same basis and ability to perform a job.

It is the responsibility of all Tejano Center employees to support this policy and practice to ensure that unlawful discrimination does not occur. In the event of a violation, employees must report it to their supervisor and/or Human Talent. Appropriate action shall be taken to enforce this policy up to and including termination.

Anti-Harassment Policy

It is the policy of Tejano Center that harassing conduct is prohibited and will not be tolerated in Tejano Center's setting, including the campuses, parking areas, school vehicles, and social functions sponsored by Tejano Center. Harassment is inconsistent with Tejano Center's objective to promote a cooperative work and academic environment. It is contrary to the Tejano Center's policy of equal employment and academic opportunity without regard to age, gender, sexual orientation, gender identity, citizenship, race, color, religion, creed, national origin, disability, and veteran or marital status.

Harassment: Harassment is a form of discrimination that is illegal under federal and state laws and will not be tolerated in any Tejano Center setting. All employees have the right to work in an environment that is free from all forms of discrimination, exploitation, and conduct that can be considered harassing, coercive, or disruptive. Anyone engaging in harassing conduct will be subject to discipline, ranging from a disciplinary action up to and including termination.

Scope of Policy: This policy applies to all Tejano Center administrators, faculty, staff, residents, students, visitors, and applicants for employment or admission. It applies not only to unwelcome conduct that violates state and federal laws concerning harassment but also to inappropriate conduct of a sexual nature. It is also applicable regardless of the gender of the complainant or the alleged harasser.

Prohibited Conduct: It is a violation of Tejano Center policy for any member of Tejano Center community to engage in sexual harassment or to retaliate against any member of Tejano Center community who raises an allegation of harassment, files a complaint alleging harassment, or serves as a witness or panel member in the investigation of a harassment complaint.

Examples of Sexual Harassment: Examples of sexual harassment include but are not limited to the following:

- Sexual comments, teasing, or jokes
- Suggestive gestures, sounds, or whistles
- Inquiries or discussions about sexual activities
- Pressure to accept social invitations, to meet privately, to date, or to have sexual relations
- Sexual slurs, demeaning epithets, derogatory statements, or other verbal abuse
- Graphic or sexually suggestive comments about an individual's attire or body
- Unwanted or unnecessary physical contact, sexual touching, brushing up against another in a sexual manner, graphic or sexually suggestive gestures, cornering, pinching, grabbing, kissing, or fondling
- Suggestive, obscene or harassing messages sent via computer or left on an answering machine or voice mail
- Requests or demands for sexual favors in exchange for employment or academic opportunities (such as promotions, keeping a job, grades, or recommendations)

Any employee who feels that he/she is a victim of sexual harassment must report the matter

immediately to his/her immediate supervisor and/or Human Talent. Adherence to this policy is part of an individual's terms and conditions of employment. All management personnel who are responsible for directing the work of others are held accountable for taking action to prevent the occurrence of sexual harassment in their work area, and for maintaining a non-hostile work environment.

Complaints of sexual harassment will receive prompt attention and be handled in a confidential manner to the extent possible. Violations of this policy may lead to disciplinary action, up to and including termination of employment.

False and Malicious Accusations: A complainant whose allegations are found to be both false and brought with malicious intent will be subject to disciplinary action that may include but is not limited to written warning, demotion, transfer, suspension, or dismissal.

Fraud and Financial Impropriety

All employees should act with integrity and diligence in duties involving Tejano Center's financial resources. Tejano Center prohibits fraud and financial impropriety, as defined below:

- Forgery or unauthorized alteration of any document or account belonging to Tejano Center
- Forgery or unauthorized alteration of a check, bank draft, or any other financial document
- Misappropriation of funds, securities, supplies, or other Tejano Center assets, including employee time
- Impropriety in the handling of money or reporting of Tejano Center financial transactions
- Profiteering as a result of insider knowledge of Tejano Center information or activities
- Unauthorized disclosure of confidential or proprietary information to outside parties
- Unauthorized disclosure of investment activities engaged in or contemplated by Tejano Center
- Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to Tejano Center
- Destroying, removing, or inappropriately using records, furniture, fixtures, or equipment belonging to Tejano Center
- Failing to provide financial records required by state or local entities
- Failure to disclose conflicts of interest as required by policy
- Any other dishonest act regarding the finances of Tejano Center

Conflict of Interest

Employees are required to disclose to their supervisor any situation that creates a potential conflict of interest with proper discharge of assigned duties and responsibilities or creates a potential conflict of interest with the best interests of Tejano Center. This includes:

- A personal financial interest;
- A business interest;
- Any other obligation or relationship; or
- Non-Tejano Center/RYSS employment.

Gifts and Favors

Employees must not accept gifts or favors that could influence—or be construed to influence—the employee's discharge of assigned duties. The acceptance of a gift, favor, or service by an administrator or teacher that might reasonably tend to influence the selection of textbooks, electronic textbooks, instructional materials, or technological equipment may result in prosecution of a Class-B-misdemeanor offense. This does not include staff development, teacher training, or instructional materials, such as maps or worksheets that convey

information to students or contribute to the learning process. Any question as to whether a gift or favor is prohibited should be directed to Human Talent, which will make a determination as to whether the gift of favor may be accepted by the employee.

Employee Arrests and Convictions

An employee must notify his/her immediate supervisor and Human Talent 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
- Acts constituting abuse or neglect under the Texas Family Code
- Acts constituting public intoxication, operating a motor vehicle under the influence of alcohol, or disorderly conduct; or
- Felonies involving driving while intoxicated (DWI)
- Crimes involving moral turpitude

Moral turpitude includes the following:

- Dishonesty
- Fraud
- Deceit
- Theft
- Misrepresentation
- Deliberate violence
- Base, vile, or depraved acts that are intended to arouse or gratify sexual desire of the actor
- Felony possession or conspiracy to possess or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the state's Health and Safety Code.

Prohibition on Diversity, Equity, and Inclusion

Except as required by state or federal law, district employees are prohibited from engaging in diversity, equity, and inclusion activities, including assigning diversity, equity, and inclusion duties to any person. Any employee who intentionally or knowingly engages in or assigns diversity, equity, and inclusion duties to another person will be subject to appropriate discipline, including termination of employment. (Policy PG-4.212, section 2)

Confidentiality Agreement

As part of every employee's responsibilities at Tejano Center, he/she may learn of, or be entrusted with, sensitive information of a confidential nature during his/her term of employment. Upon joining Tejano Center, each employee will be asked to sign a confidentiality agreement. All confidential information shall be considered and kept as the private and privileged records of Tejano Center and must not be divulged to any organization, individual or institution except on the direct written authorization of Tejano Center. Failure to honor this confidentiality requirement may result in disciplinary action up to and including termination.

If an employee leaves employment with Tejano Center for any reason, former employees are requested to continue to treat as private and privileged any such sensitive information. Employees should not release any such sensitive information to any person, firm, or institution without the express written approval of Tejano Center. Tejano Center retains its right to pursue legal action for any unauthorized disclosure of confidential information.

Reporting Suspected Child Abuse

All employees are required by law to report any suspected child abuse or neglect to a law enforcement agency or Child Protective Services within 48 hours of the event that led to the suspicion. Abuse is defined by SBEC under Section
21.06 of the Texas Education Code, by reference to Section 261.0001(1) of the Texas Family Code and includes the following acts or omissions:

- Mental or emotional injury to a student or minor that results in an observable and material impairment in the development, learning, or psychological functioning of the student or minor
- Causing or permitting a student or minor to be in a situation in which the student or minor sustains a mental or emotional injury that results in an observable and material impairment in his/her development, learning, or psychological functioning
- Physical injury that results in substantial harm to a student or minor or the genuine threat of substantial harm from physical injury to the student or minor, including an injury that is at variance with the history or explanation given and excluding an accident or reasonable discipline
- Sexual conduct harmful to the mental, emotional, or physical welfare of a student or minor

Reports to Child Protective Services can be made to a local office or to the Texas Abuse Hotline (1-800-252-5400). State law specifies that an employee may not delegate to or rely on another person to make the report. Any person reporting or assisting in the investigation of reported child abuse or neglect is immune from liability unless the report is made in bad faith or with malicious intent. In addition, Tejano Center is prohibited from retaliating against an employee who, in good faith, reports child abuse or neglect or who participates in an investigation.

Progressive Disciplinary Procedures

By means of its personnel policies and procedures, the Tejano Center will provide all employees with its written work rules as well as its regulations, policies, procedures and practices pertaining to the job performance expected of them and the rules, regulations, policies and practice by which they must abide.

Progressive discipline is a process for addressing job-related behavior that does not meet expected or communicated performance standards. The primary purpose of progressive discipline is to assist the employee to understand that a performance problem or opportunity for improvement exists.

The process features a series of increasingly formal efforts to provide feedback to the employee so that he/ she can correct the problem. The goal of this system is to get the employee's attention so that he/ she understands that employee performance improvement is essential if they wish to remain employed with Tejano Center.

Disciplinary action may consist of one or more of the following:

1. Verbal counseling/conference to ensure the employee understands the requirements
2. Documented written warning
3. Probation
4. Suspension (with or without pay)
5. Termination

Each of these actions is independent of one another and need not follow any particular order (the progressive disciplinary procedures may be waived based on the severity of the infraction). Thus an employee may be suspended without first being on probation and terminated without being either on probation or suspended. Documentation of each of the above steps is required for the employee's personnel file. Contact Human Talent to access any of the forms listed above.

Categories of Discipline

Category	Definition	Examples
Unsatisfactory Job Performance	Employee fails to meet job requirements as set out in the relevant job description or as directed by management, school leadership.	• Unsatisfactory quality of work • Excessive absences/ tardies • Failure to meet deadlines/ turn in required work on time • Failure to comply with reasonable requests • Faulty decision making or poor judgment • Inaccuracy of work • Poor work habits
Grossly Inefficient Job Performance	A type of unsatisfactory job performance in which the employee fails to perform job requirements as specified in the job description or as directed by management/ principal. This failure could result in loss/ damage to district property or funds that had a serious impact on the Tejano Center.	• Behavior that contributes to the harm or unacceptable risk to individuals or property

RYSS Employees: Reports to the State Board of Educator Certification (SBEC)

The dismissal or resignation of a certified RYSS employee will be reported to the SBEC if there is reasonable evidence that the employee's conduct involves any of the following:

- A reported criminal history
- Sexual or physical abuse or other unlawful act with a student or minor
- Soliciting or engaging in sexual conduct or a romantic relationship with a student or minor
- The possession, transfer, sale, or distribution of a controlled substance
- The illegal transfer, appropriation, or expenditure of school property or funds
- An attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle the individual to a professional position or to receive additional compensation associated with a position
- Committing a crime on school property or at a school-sponsored event
- Violating assessment instrument security procedures

Investigation of Report

While completing an investigation into a complaint filed by an employee, Tejano Center will, to the extent possible, respect the privacy of the employee. However, limited disclosures may be necessary to conduct a thorough investigation and comply with the law. Allegations of prohibited conduct, which includes dating violence, discrimination, harassment, and retaliation, will be promptly investigated. In the event prohibited conduct involves a student, Tejano Center will notify child protective services of the allegations. If Tejano Center's investigation indicates that prohibited conduct occurred, appropriate disciplinary action will be taken.

Any party to a complaint/allegation who is dissatisfied with the outcome of the investigation may appeal in accordance with the Complaint/Grievance Procedures outlined in this handbook.

Corrective Action

Tejano Center system encourages candid, two-way communication between managers and employees. Such openness fosters positive relationships and the identification and resolution of any problems in performance and behavior.

Employment at Tejano Center is at-will (except in the case of contractual employees) and may be terminated by either party at any time. However, in situations where appropriate (such as minor misconduct or performance problems), dialog is encouraged. Corrective action may also be a remedy. This process may involve oral and/or written counseling setting forward the problem areas and the expectations of improved performance or behavior that must be met within a specified timeframe. The goal of corrective action is to provide a positive and constructive environment for all employees of Tejano Center.

All Tejano Center employees should perform their duties in accordance with state and federal law, Tejano Center policies and procedures, and ethical standards. Violation of policies, regulations, or guidelines may result in disciplinary action up to and including termination.

> **RYSS employees:** Alleged incidents of certain misconduct by educators, including having a criminal record, must be reported to the SBEC not later than seven days after the superintendent first learns of the incident.
>
> For more information, go to the Educator's Code of Ethics, adopted by the State Board for Educator Certification at http://tea.texas.gov/index2.aspx?id=2147501244.

GENERAL PROCEDURES

Closed Campus

Only individuals having official business are welcome on any Tejano Center/RYSS property. Trespassing, solicitation, and distribution of literature are prohibited, unless appropriate approval is previously obtained. Any questions may be directed to the president/CEO or designee.

Dress and Grooming

All employees represent Tejano Center; therefore, professional appearance is expected in order to support a positive environment when serving the community.

The dress and grooming of Tejano Center employees shall be clean and neat in a manner appropriate for their assignment. Dress and grooming will also be in accordance with any additional standards established by the employee's supervisors and approved by the president/CEO/superintendent.

Business Casual Dress

The standard for dress inside the schools is business casual. A business casual dress code encourages employees to project a professional, business-like image but is more casual and relaxed.

The school principal will review with his/her faculty the specifics of business casual dress at the beginning of each year.

The following types of dress and personal appearance are considered unprofessional and should never be worn at work:

- Rubber flip flops or thong shoes (unstable soles that fold in on themselves)
- Clothes and accessories that are offensive and/or distracting to the learning environment
- Facial piercings, tongue piercings, excessive jewelry, visible tattoos, extreme hair colors
- Hats, bandanas (but hats may be worn on outside duty for sun coverage.)
- Exercise pants, sweatpants, sweat shirts, shorts, or other athletic clothing unless worn for physical education instruction
- Visible cleavage
- Visible undergarments
- Clothing that is too tight, too loose, or too transparent
- Bare midriffs
- Skirt lengths that are more than three inches above the knee, resulting in distracting standing or sitting in public
- Clothing with holes/tears, stains, excessive wrinkles, grime, and/or excessive odor

Casual Friday Dress

The same "business casual" dress code applies on Fridays with the exception that employees are allowed to wear jeans and t-shirts. T-shirts should be neat and not worn. Preferred t-shirts are either district/school-sponsored (district/ school mascot or logo) or representing a college/ university and definitely nothing that is offensive. Jeans should not be tattered, frayed or with holes. Employees should use good judgment on apparel for casual Friday dress.

Returning District Property

Employees are responsible for turning in all district property at the end of the school year and/or when they separate from the organization. Property includes electronics, cell phones, keys, badges, access cards, etc.

Access Cards

Some employees will be issued access cards for elevator use. If lost, the employee will be issued one without any charge. The fee for cards lost after the initial replacement will be $25.

Textbooks

Teachers are held accountable for ensuring that all textbooks issued to them are collected and turned in to the Textbook Coordinator at each campus at the end of the year. Teachers with support from school administration should develop a system for issuing textbooks, mid-year checks, and collection of money from students for all school-owned materials that are not returned.

Social Media Use

Perhaps it is not always obvious of the public nature of electronic postings and comments by school employees on social media and the likelihood that members of our school community may become aware of this activity, which includes students and parents. Information posted electronically is neither personal nor private. To the contrary, unless the user takes active steps to keep such postings private, the information is potentially available to billions of people. Social media can be a great tool for school districts and its employees. However, it should not be used as an open forum to express discontent about school decisions or anyone in the school community.

Some basic Human Resource advice regarding social media use:

1. Do not access social networking sites from school computers.
2. Be careful about “friending” students. It is recommended not to do so since they have automatic access to many postings by teachers and others, some of which may be inappropriate for students.
3. Think before posting, tweeting, etc. as these posts can be disseminated before there is a chance to “take it back”.
4. Do not post confidential information about yourself, co-workers, or students on any internet site. The disclosure of information about students may violate state and federal confidentiality laws, even if the intent is to praise students.
5. Do not post anything that could lead others to believe that your personal website is sponsored or endorsed by the school district.
6. Do not make comments to others in cyberspace that would not be made face-to-face. Do not demean, harass or insult others on social media sites.

Parking Procedures

Parking spaces for visitors, motorcycles, and physically disabled individuals are clearly marked at Tejano Center facilities. Available parking spaces will be allocated to employees in seniority order based upon date of hire to full-time employment. The Superintendent/CEO or designee may approve parking spaces.

Employees are expected to follow posted speed limits while driving in the parking lot. Employees who fail to do so may be subject to discipline, including the loss of a parking space, if appropriate. Vehicles without valid permits may be towed at the owner’s risk and expense.

Individuals who park in unauthorized areas will be warned or, for repeat offenders, disciplined. In addition, vehicles parked in unauthorized areas may be towed, and owners will be responsible for their vehicles’ storage and removal fees.

Commercial Driver's License Requirements

Any Tejano Center 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, including 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 if their duties include driving a commercial motor vehicle.

Drug testing will be conducted before an individual assumes driving responsibilities. Alcohol and drug tests will be conducted when reasonable suspicion exists, at random, when an employee returns to duty after engaging in prohibited conduct, and/or as a follow-up measure. Testing may 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.

All employees who are required to have a CDL or who otherwise are subject to alcohol and drug testing will receive a copy of Tejano Center's policy, the testing requirements, detailed information on alcohol and drug abuse, and the availability of assistance programs. Employees with questions or concerns relating to alcohol and drug policies and related educational material should contact Human Talent.

Automobile Liability Insurance

Tejano Center will carry a non-ownership liability insurance policy, which will cover personal cars used for Tejano Center business.

Tejano Center's non-ownership policy protects Tejano Center in the event of an accident. It does not provide personal liability or property damage coverage for the employee. Only authorized and designated drivers will be covered with Tejano Center's non-ownership liability insurance policy. Employees driving Tejano-Center-owned vehicles or their own personal cars while on Tejano Center business must have a valid unexpired Texas driver's license. Employees whose duties involve transporting people must have a valid driver's license.

Tejano Center will not assume financial responsibility for traffic citations received by employees driving either their personal or Tejano Center vehicles while on Tejano Center business.

Accounting Procedures

All Tejano Center employees will adhere to practices and procedures as prescribed by the Accounting Department. Additional information about accounting practices and procedures are available on the Tejano Center and RYSS websites.

Tejano Center reserves the right to withhold payment to employees for any of the reasons listed below:

- Damaged or lost Tejano Center property
- Overpayment of funds
- Payroll deductions

Personal Property

Employees may use personal items at work to personalize their work area or to enhance job performance. For identification purposes, it is recommended that such items be labeled with the employee's name and department.

The use of televisions, computer games, musical instruments, etc. is inappropriate in the office setting. A radio may be played at low volume so as not to disturb others. Tejano Center shall have no responsibility for loss or damage to any such personal property.

Smoking

Tejano Center has a nonsmoking policy. Smoking including vaping is not permitted anywhere on its properties.

Confidential Information

All employees must sign the *Confidentiality and Access Agreement*. In this agreement, the employee affirms that any student data will be kept strictly confidential and not disclose any student's confidential information to anyone other than a district employee with a legitimate educational need to know.

During employment at Tejano Center, employees may have access to confidential information, documents, and/or proprietary data. This information includes, but is not limited to, employee and student data, the composition and organization of accounts' businesses.

During the course of employment with Tejano Center, employees will be provided with and will generate correspondence, memoranda, literature, reports, summaries, and other documents and data concerning the business of Tejano Center. Any and all such records and data, whether maintained in hard copy or on a computer or other medium, is the property of Tejano Center, regardless of whether it is or contains confidential information.

Emergencies

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

Safety and Security

Tejano Center is committed to providing a safe working environment with proper equipment, maintenance, and working conditions. Disciplinary action may be taken in the event that unsafe work practices are observed. Employees' safety performance is an important part of their responsibilities and performance appraisal. Employees are asked to report all accidents or incidents immediately to their supervisor/manager.

In addition, employees should not undertake a job with potential hazards if they do not understand what the hazards are and the safety procedures that are designed to protect them. If an employee is unsure, he/she should always ask his/her manager for more information.

All accidents, no matter how minor, must be immediately reported to the immediate supervisor. For insurance purposes and future preventative measures, employees will be required to submit an accident form to Human Talent within 24 hours of the accident. Human Talent will provide the appropriate form upon notification of an injury.

If an employee has a safety improvement suggestion or concern about safety, he/she should talk to his/her manager or to Human Talent. The success of any safety program depends on proper training and the safety consciousness and cooperation of every employee. Safety is every employee's responsibility.

Gun- and Weapon-Free Workplace

Employees, visitors, and students are prohibited from bringing firearms, knives, clubs, or other weapons onto all Tejano Center facilities, school premises, and any grounds or building where a school-sponsored activity takes place. To ensure the safety of all people, employees who observe or suspect a violation of Tejano Center's weapons policy should report it immediately to their supervisors, call the Campus Principals, Human Talent or contact the Houston Police Department.

Solicitation

No solicitation is allowed on the premises without the written consent of Tejano Center's administration.

Severe Weather Closing

Tejano Center may close schools because of severe weather or emergency conditions. When such conditions exist, the president/CEO/superintendent or designee will make the official decision concerning the closing of Tejano Center's facilities. When it becomes necessary to remain open later than normal, to release students early, or to cancel school, Tejano Center officials will post a notice on Tejano Center's website and notify local radio and television stations: KTRH-Radio 740 AM, KPRC Channel 2, KHOU-Channel 11, KTRK-Channel 13, KRIV– Channel 26, KHWB- Channel 39 or KXLN Channel 45. If weather permits, school closings will be posted as soon as possible on the Internet at: www.ryss.org. However, a loss of power in the Houston area could prevent that mode of communication. Information may also be available through Tejano Center's main receptionist area at 713-640-3710.

When school is closed due to severe weather or other conditions, employees are asked to listen to their radio or television for information about who is or who is not to report to work. The Tejano Center's president/CEO/superintendent or designee will relay the directive to the appropriate administrators under their supervision; and in turn, each administrator will notify their respective staffs. A "fan-out" communication system, which details how managers inform staff of severe weather closings, is located on Tejano Center or RYSS websites.

Use of Facilities

Nonprofit organizations may use areas of a Tejano Center campus or facility for non-school-sponsored purposes if one of the following criteria is met:

- The activity is for the exclusive benefit of Tejano Center students; or
- The activity relates to a regional or sectional meeting of a recognized group with a local organization within Tejano Center.

No activity shall be scheduled if it interferes with individual school operations or Tejano Center-scheduled activities, including facilities maintenance and/or repair projects. For-profit organizations, alone or in collaboration with nonprofit organizations, may not use Tejano Center buildings and equipment, except where such use is directly related to the provision of services benefiting students or staff as determined on a case-by-case basis by the administration with approval of the president/CEO or designee. Any such use shall be governed by separate agreement, upon such terms and conditions as may be approved by the president/CEO or designee. Interested individuals may contact the Facilities/Operations Department (713-640-3710) to obtain information on the fee schedule and insurance requirements. The "Use of School Facilities" form can be obtained on Tejano Center and RYSS websites.

Use of Tejano Center Property

Equipment or services owned by Tejano Center are subject to inspection and search at any time with or without

notice. Examples of Tejano Center-owned property/services would include vehicles, desks, lockers, computers, voice mail, electronic mail, internet services, etc. Tejano Center property is to be used for business purposes only. Any unauthorized use of Tejano Center property for personal benefit is prohibited and may result in disciplinary action up to and including termination. Any exceptions must be authorized in writing by Tejano Center's administration.

Information Technology

All Tejano Center employees will annually complete an *Acceptable Use Agreement*, which details the terms of use of all information technology equipment, software, supplies, and peripherals.

The Information Technology Department's standard operating procedures are located on Tejano Center and RYSS websites.

Termination of Employment

Tejano Center may terminate the employment of an employee without severance pay. It is, however, obligated for payment of outstanding wages, overtime, and vacation pay to the date of termination. Cause includes but is not limited to any act of dishonesty; conflict of interest; breach of confidentiality; harassment; insubordination; or careless, negligent or poor work performance, along with any reason listed under the "Employee Conduct and Welfare" section of this handbook.

RYSS Contract Employees: Contract employees may resign their position without penalty at the end of any school year if written notice is received 45 days before the first day of instruction of the following school year. After the date, employees will not be released from contract.

A "Notice of Resignation/Exit Interview" form, along with a signed letter of resignation indicating the reason for resignation addressed to the president/CEO or designee, should be completed and submitted to the employee's supervisor and Human Talent. Contract employees may resign at any other time only with the approval of the president/CEO or the board of directors or its designee. Resignation by RYSS employees without consent may result in disciplinary action by TEA.

Employees whose contract was not renewed or who choose not to return to Tejano Center may chose a final health insurance deduction from their August paycheck, providing them health coverage through August 31 of that current school year.

Noncontract Employees: Noncontract employees may resign their positions at any time. A written notice of resignation should be submitted to the employee's supervisor and Human Talent at least two weeks prior to the effective date. Employees are encouraged to include the reasons for leaving in the letter of resignation but are not required to do so. The termination date for benefits is based on the last day worked. Noncontract employees should contact Human Talent for verification of benefit termination.

Resignations and Lay-Offs

If an employee resigns, Tejano Center shall be given two-weeks' written notice. In the event of lay-offs, Tejano Center will give the employee a two-week notice. Such notice is not required by either the employee or Tejano Center during the three-month probation period or if Tejano Center has an unexpected decrease in funding.

If a regular employee resigns or is laid off, payment of appropriate accrued paid leave shall be added to the final check or in accordance with the final paycheck law for the State of Texas.

Voluntary Severance- It is preferred for all employees to give notice of severance no later than two weeks prior to severance, except during a probationary period. Exceptions may be made at the discretion of the appropriate department supervisor or director. Upon resigning, the employee waives his/her right of appeal.

Reduction In Force, Financial Exigency, Program Change and Reorganization

Under certain conditions, it may be necessary to reduce the number of employees needed in a particular campus, department, or other Tejano Center program for such reasons as reduction in force, financial exigency, program change, or reorganization. Should such an event occur, affected employees will be notified in a timely manner.

Exit Interviews and Procedures

Exit interviews will be scheduled for all employees leaving Tejano Center employment. Information on the continuation of benefits, release of information, and procedures for requesting references will be provided at that time.

Employees may provide feedback on their experience at Tejano Center. This information will be used to assist the Tejano Center in its continuous improvement plan.

Departing employees are asked to provide Tejano Center with a forwarding address and phone number. All Tejano Center keys; ID badges; books; and other property, including intellectual property and equipment used by the employee, must be returned to Human Talent upon that individual's separation from employment.

DEFINITIONS

Term	Definitions
TCCC-RYSS	In addition to the "Tejano Center," a general-use abbreviation for Tejano Center for Community Concerns, and the RYSS Public Texas Schools
Tejano Center for Community Concerns	A Houston-based nonprofit organization providing social, educational, economic, and housing services primarily to Houston's East End, and Brownsville, Texas. Tejano Center operates several programs: Housing, Child Placing Agency, Resolve, Project Grad, and the Houston and Brownsville campuses of the RYSS Public Texas Schools.
Accrue	Build up or accumulation of sick leave and vacation benefits
Appeal	A request for further consideration of a given personnel action. A procedure available to all employees who are dissatisfied with an action, ruling, or decision.
At-will employment	A category of employment where either the employer or the employee may terminate the employment relationship at any time, for any reason, with or without cause.
Authorized Expense	An approval by the direct supervisor to pay the employee's bills or expenses that were accrued by the employee while conducting official business for the organization
Bereavement Leave	Paid time away from work that is available for employees who experience the death of a loved one. Employees are excused from work, with pay for up to three days in the event of a death in their immediate family.
Board of Directors	The chief governing body of Tejano Center
Bullying	Actions of a person who is habitually cruel, overbearing or intimidating, especially to smaller or weaker people. The harassment is unwanted behavior targeting one of the following: age, disability, gender (including gender reassignment), marriage and civil partnership, pregnancy and maternity, race, religion or belief and sexual orientation.

Civic Duty Leave	Paid time away from work that is granted for compelling reasons and circumstances that require an employee to attend to civic responsibilities, including court appearances and jury duty.
Confidentiality Agreement	A nondisclosure agreement in which employees agree not to publicly discuss or reveal certain confidential or proprietary information held by their employer.
Conflict of Interest	A term used to describe a situation in which a public official or fiduciary who, contrary to the obligation and absolute duty to act for the benefit of the public or a designated individual, exploits the relationship for personal benefit, typically pecuniary.
Discharge	Termination of an employee's employment
Employees	A term describing all individuals who work for someone else rather than on their own account, regardless of whether they are employed strictly under a contract of employment or work in behalf of the hiring organization.
Employee Performance Evaluation	A process undertaken usually annually for the continual measurement of an employee's job performance and improvement.
Family Medical Leave	Federal, state, and local laws that authorize employees to take paid or unpaid leave for a defined period of time for major health-related medical issues that affect their immediate family. The leave requires covered employers to provide up to 12 weeks (working days) of unpaid, job protected leave to eligible employees for reasons that renders the employee unable to perform his/her job.
FICA	The Federal Insurance Compensation Act, or Social Security, that provides retirement benefits to paying participants in the program.
Financial Exigency	A state of financial crisis that is commonly a judicially accepted condition permitting an educational institution to terminate programs and eliminate staff positions, including those of tenured faculty.
Fraud	A false representation of a matter of fact—whether by words or by conduct, by false or misleading allegations, or by concealment of what should have been disclosed—that deceives and is intended to deceive another so that the individual will act upon it to her/his legal injury.
Harassment	Unwanted conduct related to a relevant protected

	characteristic, which has the purpose or effect of violating an individual's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual.
Immediate Family Members	Individuals who are given greater consideration when employees request paid time away from work for family-related matters, such as bereavement leave, military leave, etc. Parents, sisters, spouses, brothers, children, mothers-in-law, fathers-in-law, mothers, fathers, grandparents and spouse equivalents are designated with immediate- family-member status.
Job Protection	A term used to ensure that employees are entitled to be restored to the same or an equivalent position at the end of family/medical leave.
Malfeasance	Conduct that harms the organization, its employees, or a third party.
Military Leave	Paid time off from work for staff members who are members of the Reserve or National Guard and are temporarily ordered to military service, in accordance with the Universal Military Training Services Act.
Non-harassment Policy	The policy that prohibits harassment involving conduct whether verbal, physical or visual, that is based on race, color, religion, sex (gender- or sexual harassment), national origin, protected veteran status, disability, age, sexual orientation or any other consideration made unlawful by federal, state or local laws.
Overtime	Actual time worked in excess of 40 hours per a scheduled work week.
President/CEO	Executive who is appointed by the board to oversee all Tejano Center projects and serves as chief administrator.
Progressive Discipline Policy	A system of increasingly harsh penalties for each time an employee is disciplined for work violations. Typically, the progression begins with oral warnings and progresses to written warnings to suspension and, finally, to termination. The aim is to work with the employee to try to retain him/her as a productive worker without resorting to termination immediately.
Personnel Action	Any written or verbal action, including but not limited to, a reprimand, suspension, probation, termination, hiring, salary increases, and promotions
Probationary period	The first 90 working days of permanent employment in a given position. Generally a trial period for measuring an employee's job performance.
Public Statements	Speeches, remarks, letters, photographs, or articles to any

	news media that are made for or on behalf of the organization. Policy statements serve to clarify intent, describe how a policy is administered, and define the particulars of a policy. They serve to protect an organization from misunderstandings that might lead to unauthorized behavior or lawsuits.
Reduction in Force	The act of suspending or dismissing an employee for lack of work or because of corporate reorganization and/or a period of temporary inactivity or rest. This usually implies that the method of reduction involves either layoffs, terminations, or both; but it would not usually imply resignations or retirements.
Retaliation	Illegal action on the part of a company, its management, or other employees against an individual that has raised workplace complaints or allegations. An employer or its management may not punish or coerce an employee who has made claims or allegations against the company or his/her supervisors. Federal law protects the employee from being fired, demoted, threatened, or harassed simply on the basis of his/her having made the claim of company wrongdoing, such as discrimination, criminal activity, etc.
Sexual harassment	Bullying or coercion of a sexual nature or the unwelcome or inappropriate promise of rewards in exchange for sexual favors. In most modern legal contexts, sexual harassment is illegal. As defined by the Equal Employment Opportunity Commission, it is unlawful to intimidate, humiliate, or single out a person (applicant or employee) because of that person's gender or sexual orientation.
Solicitation	The action or instance of asking, petitioning, proposing, or offering goods or services or the act of attempting to purchase such goods or services. The legal status of the action, under criminal law, may depend upon the time and/or place where solicitation occurs.
Termination	The voluntary or involuntary end of an employment relationship or cancellation of a contract with an organization. The departure may be the result of employee resignation, company lay-offs, or firing.