



# Employee Handbook

## 2021-2022

## TABLE OF CONTENTS

<b>Employee Handbook Receipt</b> .....	<b>5</b>
<b>Introduction</b> .....	<b>6</b>
<b>Disclaimer</b> .....	<b>7</b>
<b>Tejano Center Overview</b> .....	<b>8</b>
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
<b>Employment</b> .....	<b>13</b>
“At-Will” Employment .....	13
Recruitment and Selection.....	13
Employment Application .....	13
Employee’s Obligations .....	13
Hiring Procedures.....	13
Substitute Teachers .....	13
Substitute-Evaluation Procedures (RYSS).....	14
Nondiscrimination .....	14
Categories of Employment.....	14
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
Seniority .....	19
Workload and Work Schedules .....	19
Attendance and Tardiness .....	20
Outside Employment.....	20
Performance Evaluation .....	21
Professional Development.....	21
Personnel File.....	22
Name and Address Changes.....	22
Personnel Records/Reference Inquiries.....	22
Employment Verification and Employee Reference Checks .....	22
<b>Compensation</b> .....	<b>23</b>
Paychecks and Pay Day.....	23
Pay Dates.....	23

Timesheets.....	23
Overtime Compensation.....	23
Automatic Payroll Deposit.....	24
Payroll Deductions.....	24
Pay Increases.....	24
Travel Expense Reimbursement.....	25
Mileage Reimbursement.....	25
<b>Benefits .....</b>	<b>26</b>
Group Health Insurance.....	26
Additional Employee Benefits .....	26
TRS Medical and Retirement (RYSS Employees).....	27
Workers’ Compensation Benefits.....	27
Unemployment Compensation Insurance.....	27
Termination Coverage (COBRA).....	28
Paychecks.....	28
<b>Leaves &amp; Absences .....</b>	<b>29</b>
Holidays .....	29
Holiday Pay.....	29
Vacation Time and Vacation Pay.....	29
Sick and/or Personal Leave .....	30
Full-time RYSS Employees (Personal Leave) .....	31
Family and Medical Leave (General Provisions).....	32-34
Other Types of Absence.....	35
Bereavement Leave .....	36
Civic-Duty Leave .....	36
Compliance with Subpoena.....	36
Religious Observances .....	36
Military Leave.....	37
<b>Employee Relations and Communications .....</b>	<b>38</b>
Open Door Practice .....	38
Two-Way Communication with Management .....	38
Retaliation .....	38
Employee Complaint Procedures .....	39-40
<b>Employee Conduct and Welfare.....</b>	<b>41</b>
Educator’s Code of Ethics (RYSS Faculty and Staff) .....	42-44
Criminal Background Check .....	44
Alcohol- and Drug-Free Workplace.....	44
Bullying.....	45
Nondiscrimination.....	45
Anti-Harassment Policy .....	46
Fraud and Financial Impropriety .....	47
Conflict of Interest .....	47
Gifts and Favors .....	47
Employee Arrests and Convictions .....	48

Confidentiality Agreement .....	48
Reporting Suspected Child Abuse.....	48
Progressive Discipline Procedures .....	49
Reports to the State Board of Educator Certification (SBEC) (RYSS Employees) .....	50
Investigation of Report.....	51
Corrective Action .....	51
<b>General Procedures .....</b>	<b>52</b>
Closed Campus.....	52
Dress and Grooming.....	52
Parking Procedures.....	53
Commercial Driver’s License Requirements .....	54
Automobile Liability Insurance.....	54
Accounting Procedures.....	54
Personal Property .....	55
Smoking .....	55
Emergencies .....	55
Safety and Security.....	55
Gun- and Weapon-Free Workplace.....	56
Solicitation .....	56
Severe Weather Closing .....	56
Use of Facilities.....	56
Use of Tejano Center Property .....	56
Information Technology.....	57
<b>Termination of Employment .....</b>	<b>58</b>
Resignations and Lay-Offs.....	58
Reduction in Force, Financial Exigency, Program Change or Reorganization .....	58
Exit Interviews and Procedures .....	59
<b>Definitions .....</b>	<b>60-63</b>
<b>Attachments .....</b>	<b>64</b>

**EMPLOYEE HANDBOOK RECEIPT**

Name: \_\_\_\_\_

Campus/Department: \_\_\_\_\_

I hereby acknowledge my ability to access an electronic copy of the Tejano Center for Community Concerns/Raul Yzaguirre School for Success (the Tejano Center/RYS) Employee Handbook. I agree to read the handbook and abide by the standards, policies, and procedures defined or referenced in this document and understand that failure to do so may result in termination of my employment.

The information in this handbook is subject to change. I understand that changes in the Tejano Center’s policies may supersede, modify, or eliminate the information summarized in this handbook. As the Tejano Center 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 and the Human Resources Department of any changes in personal information, such as phone number, address, etc. I also accept responsibility for contacting my supervisor or the Human Resources Department if I have questions or concerns or need further explanation. I understand I may request a printed copy of the employee handbook.

\_\_\_\_\_  
**Employee Name (please print)**

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

\_\_\_\_\_  
**Date**

## INTRODUCTION

The Tejano Center for Community Concerns (the Tejano Center) operates several programs. This Employee Handbook applies to employees of the following Tejano Center programs: Affordable Housing, Child Placing Agency, Victims of Crime Act, and the Raul Yzaguirre Schools for Success (RYSS). The Tejano Center's *2021-2022 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 the 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 the Tejano Center, these staff members are held 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 the Tejano Center. The contents of this handbook should not be construed as a contract, expressed or implied, between the Tejano Center and any of its employees.

The policies and procedures outlined in this handbook will be applied at the discretion of the Tejano Center. The Tejano Center reserves the right to deviate from the policies, procedures, benefits, and working conditions described in this handbook. While the 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 the 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 Resources Department (Human Resources).

No provision in this employee handbook and expected standards of conduct can be waived without written permission from the 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 *2021-2022 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 Resources. Neither this handbook nor any other Tejano Center document confers any right, either expressed or implied, to remain in the 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, the Tejano Center may elect not to renew such contract, with or without cause, upon expiration of the contract. No supervisor or other representative of the 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 the Tejano Center and/or the RYSS website . 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 the Tejano Center's director of Human Resources.

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

Dear Tejano Center for Community Concerns Team,

Since 1992, the Tejano Center for Community Concerns (Tejano Center) has served as an agent for change. Made bold by its mission to empower and transform lives by creating a network of support and opportunity among neighborhood residents and communities in need, the Tejano Center provides a comprehensive array of social, health, educational, economic, and housing services through nine programs. And, during 2021-22, Tejano Center will be expanding, embracing new programs. It is, no doubt, an exciting time to work at Tejano Center and be part of making history.

As Tejano Center grows, it is imperative that our procedures and practices of excellence continue to guide you who are continuing employees, as well as establish the standards by which new employees will learn what sets Tejano Center apart as a preferred employer. It is important for all Tejano Center employees to know what is expected to be effective in serving our clients, students, responding to our community, and respecting one other. The 2021-22 Employee Handbook addresses the unique rules and work environment within Tejano Center. Please note that whether you work for RYSS or another Tejano Center program, this handbook is applicable, except as provided for RYSS employees by its 2021-22 Employee Handbook.

To ensure that everyone has a clear understanding of what is expected of employees of the Tejano Center and RYSS, each employee is asked to sign the Employee Handbook Receipt form located on page 5 of the handbook. Please submit your signed form to the Human Resources Department as record that you have received, read, understand, and agree to abide by the contents outlined in the 2021-22 Employee Handbook.

Thank you for your commitment to Tejano Center's Mission. Thank you for Making It Happen Together.

Sincerely,

Adriana Tamez, Ed.D.  
President & CEO

**MESSAGE FROM THE SUPERINTENDENT**  
**RAUL YZAGUIRRE SCHOOLS FOR SUCCESS**

Dear RYSS faculty and staff:

RYSS is a first-generation Texas open-enrollment public charter school district, and 2021-22 marks its 25th Anniversary. The year will be filled with activities to celebrate our story that began in 1996, creating a legacy of nurturing lifelong learners, empowering families and transforming lives. The first 25 years were filled with innovation, creativity and passion to meet the needs of a community underserved, underrepresented and under resourced. They have, no doubt, included challenges but none have stood in the way of RYSS' growth. RYSS has continued to thrive and is now on the cusp of expanding its reach into new areas, both geographic and programmatic. We are entering exciting times in our history. Thank you for being history makers.

To continue to thrive, it is imperative that our procedures and practices of excellence continue to guide you who are continuing employees, as well as establish the standards by which new employees will learn what sets RYSS apart as a preferred employer. It is important for all RYSS employees to know what is expected of them to be effective in serving our students and their families, responding to our community, and respecting one other. The 2021-22 Employee Handbook addresses the unique rules and work environment within RYSS.

To ensure that everyone has a clear understanding of what is expected of employees of the Tejano Center and RYSS, you are asked to sign the Employee Handbook Receipt form located on page 5 of the handbook. Please submit your signed form to the Human Resources Department as record that you have received, read, understand, and agree to abide by the contents outlined in the 2021-22 Employee Handbook.

The good work that is RYSS takes place because of employees – administrators, faculty and staff – who are dedicated to their work and all students and their families that have chosen RYSS. Thank you for Making It Happen Together.

Sincerely,

Adriana Tamez, Ed.D.  
Superintendent

## MISSION STATEMENT

*To improve life opportunities for low-income children and families through the provision of education, social and health services, and community development initiatives.*

## ABOUT THE TEJANO CENTER FOR COMMUNITY CONCERNS

In 1992 the Tejano Center for Community Concerns 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, the 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.

The Tejano Center's programs 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, the Tejano Center expanded its programs into that South Texas community, beginning with the addition of a fourth campus to its Raul Yzaguirre Schools for Success. The 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, the Tejano Center has an annual budget in excess of \$17.0 million and employs more than 190 personnel in the greater Houston and Brownsville areas. The 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:

- Raul Yzaguirre Schools for Success
- Affordable Housing Program (home ownership and senior housing)
- Adult Education Program
- Child Placing Agency
- Baylor College of Medicine Teen Health Clinic
- Victims of Crime Act Program

## **TEJANO CENTER LEADERSHIP**

### **Board of Directors Tejano Center for Community Concerns**

**and**

### **Board of Education Raul Yzaguirre Schools for Success**

David Corpus, Tejano Center Board Chair and RYSS Board Vice-Chair  
Anthony Magdaleno, RYSS Board Chair and Tejano Center Board Vice-Chair  
Margaret Dunlap, Tejano Center and RYSS Secretary  
Maria P. Gonzalez, Tejano Center and RYSS Treasurer  
Salvador Gill, Member  
Sonia Ochoa Gonzalez, Member  
Joaquin Martinez, Member

Dr. Adriana Tamez, Tejano Center President/CEO

Dr. Adriana Tamez, RYSS Superintendent

Brenda Rangel, Chief Academic Officer

George Flores, Chief Financial Officer

### **Administration Raul Yzaguirre Schools for Success**

Noelia Longoria, Early College T-STEM Academy and Early College STEM Academy, Principal  
Ellie Garza, PSTEM Academy, Principal  
Maria Knosel, BRYSS Academy and BRYSS Early Childhood Academy, Principal  
Georgina Castilleja, North East STEM Academy, Principal  
Sanjuanita Cisneroz, Leonel Castillo Early Childhood STEM Academy, Principal

## **ORGANIZATIONAL CHART**

The Tejano Center's organizational chart is posted online at the Tejano Center and RYSS website

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

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

## **EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION STATEMENTS**

The 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 the 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 federal law. Furthermore, qualified military veterans are encouraged to apply for positions within the organization.

Each person working at the 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.

The 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 Resources at any time.

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

## **EMPLOYMENT**

### **“At-Will” Employment**

Employment at the Tejano Center is on an "at-will" basis (with the exception of contractual agreements), which means either the employee or the 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 the 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 the 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 the Tejano Center are posted for a minimum of five days. They are posted on the 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 from current employees, but they will be screened in the same manner as applications from external applicants.

### **Employment Application**

The 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 the 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, the 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 *Hiring Approval Form* form by accessing it from Human Resources. Appropriate approver signatures as required on the form must be obtained. For assistance accessing and using the Job Requisition form, contact Human Resources.

### **Substitute Teachers**

Individuals who are interested in working as substitute teachers should contact Human Resources and the Payroll Department for information about work hours and pay details for substitute teachers. In addition, the salary schedule for substitute teachers can be accessed at the RYSS website under the Human Resources tab or in the attachment to this handbook.

## **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 the 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 Resources.

**Human Resources’ 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 Resources 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 federal law. 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 who suspect or witness discrimination should report it to the appropriate supervisor and/or Human Resources. 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 the 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.

<b>Full-time</b>	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.
<b>Part-time</b>	Employees who work 30 hours per week on a regular schedule. Employees in this category are usually classified as “nonexempt” as defined below.
<b>Temporary</b>	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.

<b>Nonexempt</b>	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.
<b>Exempt</b>	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.
<b>Substitutes</b>	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.
<b>Independent Contract</b>	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.
<b>External Consultant</b>	A person who is employed externally (either by a firm or some other Tejano Center program) 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.

<b>Category Of Employee</b>	<b>TRS</b>	<b>Benefits</b>	<b>Days</b>	<b>Vacation</b>
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.

**Benefits**

Medical- Provided to RYSS employees

Medical- Reimbursement for TCCC employees

Dental

Vision

Free Life Insurance \$10,000

Free AD&D

Short Term Disability

Optional benefits

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 the Tejano Center as a result of promotion, transfer, or otherwise, Human Resources 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 the 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 Resources prior to the first day of employment or as soon thereafter as possible. For payroll purposes, a copy of each employee's Social Security card and driver's license must also be on file along with proof of legal ability to work in the United States.

State law requires the 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 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 Resources within 30 calendar days of expiration..

A certified employee's contract is void and/or the 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.

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 Resources if they have any questions regarding certification or licensure requirements.

## **Creditable Experience for Salary**

**RYSS Employees:** The 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 Resources.

**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 Resources 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 the Tejano Center's board of directors or committees of the Tejano Center should be disclosed prior to accepting any offer from the employer. Failure to disclose this information would be considered contradictory to the 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 the Tejano Center to hire or promote certain relatives of the 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 Resources to determine eligibility for hire or promotion. For more information, go to the Human Resources website link to the State Nepotism Policy (TX Government Code 573).

## **Employee Orientation**

All new employees of the Tejano Center shall receive an employee orientation or processing session, which encompasses an overview of general policies, procedures, and operations. The session also provides employees, new to either a position or to the 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 the 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 Resources 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 the 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 the 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 the 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 the Tejano Center's policy to attempt to fill positions from within the 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 the Tejano Center's process for employee complaints as outlined in this handbook.

## **Rehire Procedure**

Former employees can be a valuable resource. For this reason, the 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.

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 the Tejano Center due to unforeseen circumstances. Other circumstances may affect the 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 the Tejano Center is a privilege, not an entitlement, and is at the sole discretion of the 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 the 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.

### **Seniority**

Seniority shall be computed from the first day of employment as a regular 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**

The 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 the 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 the 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. As a courtesy, the Payroll and Human Resources coordinator should also be notified of absences and/or ensure that leave reports are submitted.

**Breaks:** The 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. The 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. The 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 the Tejano Center. Supervisors in conjunction with Human Resources 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 the Tejano Center is to be considered their primary employer.

## Performance Evaluation

Performance evaluations allow the 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 Resources. 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 the Tejano Center's teachers shall be in accordance with the current performance evaluation system approved by the president/CEO or designee and Human Resources. The 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 Resources. 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.

## Professional Development

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

**RYSS Employees—Professional Development:** Professional development is predominantly campus-based, related to achieving campus performance objectives, and developed and approved by the 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**

The Tejano Center collects personal information for inclusion in personnel files. The information is available to the employee, the president/CEO, designee, and Human Resources. It is kept in a secure location; however, portions may be available to the public under the Texas Public Information Act. An employee's personnel file includes but is not limited to the following information: résumé, employment application(s), school/professional credentials and certifications, letter of offer, employment contracts, performance reviews, job description/amendments, disciplinary notices, tax forms, and payroll information.

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

## **Name and Address Changes**

It is important that employment records be kept up to date. Employees must notify Human Resources in writing and present a new Social Security card to make a name change. Forms to submit a name change can be obtained at the Tejano Center and RYSS websites. The employee makes address, contact telephone number, marital status, emergency contact, and/or beneficiary changes via Human Resources during the school year. Address changes made during the summer must be submitted in writing to Human Resource. Forms to process an address change can be obtained on the Tejano Center and RYSS websites.

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

## **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 Resources 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 Resources. This procedure will ensure compliance with regulations regarding information disclosure.

## COMPENSATION

Employees are paid in accordance with administrative guidelines and an established pay structure. The 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 federal 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 Employees:** All RYSS employees 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 Resources or the Payroll Department (Payroll) for more information about the 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 12 months of employment equal to 26 pay-periods. Payroll periods are biweekly, and are direct deposited biweekly on Friday. Pay periods end on Sunday night at midnight. Nonexempt employees are compensated for all hours worked during a pay period. All employees are responsible for updating bank information for direct deposits to Human Resources.

Any payroll discrepancies should be reported immediately to Human Resources.

### **Pay Dates**

Employees are paid on a biweekly schedule. The schedule of pay dates for the school year is available and can be accessed via the Tejano Center website or by contacting Human Resources.

### **Timesheets**

All employees must fill out a timesheet on a biweekly basis. The timesheet is used to record time worked and absences, as required by law. Falsification of timesheets or having someone else sign in for another employee is sufficient grounds for immediate dismissal.

### **Overtime Compensation**

Nonexempt employees covered by the Fair Labor Standards Act (FLSA) must 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. There is no limit in the act on the number of hours that employees age 16 and older may work in any workweek. Any overtime must first be pre-approved by the employee's immediate supervisor.

The Tejano Center compensates overtime for nonexempt employees in accordance with federal wage and hour laws. Only nonexempt employees (hourly employees and paraprofessional employees) are entitled to overtime compensation.

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. Nonexempt employees that are paid on a salaried basis are paid for a 40-hour workweek 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.

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

### **Automatic Payroll Deposit**

To complete the employment process, employees must submit a completed form authorizing the Tejano Center to establish automatic payroll deposit into a financial institution ("direct deposit) in their behalf. The 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 Resources 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 the Tejano Center are directly deposited.

### **Payroll Deductions**

Automatic payroll deductions for Texas Teacher Retirement System (TRS) (RYSS school employees), Social Security (all non-RYSS employees), and federal income tax are required for all employees. Medicare tax deductions also are required for all employees hired after March 31, 1986.

Employees may also elect other payroll deductions including, but not limited to:

- Deductions for the employee's share of premiums for health, dental, life, and vision insurance;
- TRS contributions (RYSS employees);
- Additional voluntary insurance coverage; and/or
- Other saving programs.

### **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 the 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.

### **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. For approved travel, employees will be reimbursed for mileage and other travel expenditures according to the current rate schedule authorized by the board of directors and the Internal Revenue Service (IRS).

Employees must submit receipts to be reimbursed for expenses other than mileage. Authorized meals will be reimbursed on a per diem basis.

### **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.

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

## **BENEFITS**

### **Group Health Insurance**

The Tejano Center is committed to offering its employees the best benefits possible as part of their total compensation package. The 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, the 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 Resources.

The 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 the Tejano Center website and in Human Resources.

The 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 Resources for more information.

### **Employee Benefits Available**

Eligible employees may receive the following benefits, if offered by the 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 Resources 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 teacher 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 Resources 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, 1000 Red River Street, Austin, TX 78701-2698 or call 1-800-223-8778 or 512-542-6400, or go to [www.trs.state.tx.us](http://www.trs.state.tx.us).

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 Resources within 24 hours. The employee will be required to complete an accident-report 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 Resources 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. 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 the Tejano Center and who participate in the 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 Resources 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 email.

## LEAVES AND ABSENCES

### Holidays

The Tejano Center generally observes 12 holidays, which may vary from year to year. Annually, a list of dates will be published for the following days recognized as the Tejano Center's official holidays\*. Typically, these include:

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

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

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

\*The RYSS Brownsville campus observes Charro Day in lieu of one of the above-mentioned days.

### Holiday Pay

Employee on vacation during a week that includes a holiday(s) will not be deducted from the employee's balance of sick or vacation. Employees who are absent without permission on the workday immediately before or after a holiday or having unpaid absence for the day preceding or the day after a holiday are not permitted holiday pay.

No holiday pay shall be granted to an employee for any holiday that occurs during a period of layoff or unpaid leave.

An employee who terminates his/her employment, either voluntarily or by Tejano Center action, on the day preceding a holiday will not be eligible for holiday pay.

### Vacation Time and Vacation Pay

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

The Tejano Center has a vacation-accrual schedule, which will be used in determining the amount of vacation due to employees on a 12-month work schedule each year. This vacation leave procedure will not apply to teachers, bus drivers, cafeteria staff, or any other employee who works less than 12 months of the year.

A total of two weeks or ten working days (.8333 days per month) is awarded each year for the first 8 complete years of consecutive employment from September 1. Vacation benefits are prorated as to the date of employment. Regular part-time employees accrue vacation leave based on the job title.

After nine consecutive years of employment as of September 1, employees earn 15 days of vacation leave for a full year, or 1.25 days per month. This continues through 18 consecutive years of employment. As of September 1 employees earn 1.66 days per month.

No vacation leave are not to exceed 20 working days. Upon resignation or termination, an employee will be paid for all accrued unused vacation time.

Accumulated but unused vacation leave 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.

Holidays occurring during the time of vacation leave will not be charged against such leave. Vacation leave must coincide with the best interest of the 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 Resources. Payroll maintains all records pertaining to vacation time accrual and use. For information concerning seniority and vacation time increases, contact Human Resources or Payroll.

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 accumulated. 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 accrued 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 1 through August 31. 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 the 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 the 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, the 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 the 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 earn 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 an 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 the RYSS, he/she will repay the 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 the 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.

The 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 the 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 the Tejano Center, additional leave restrictions may apply. Outlined below are the provisions for FML. For further information, please contact Human Resources. 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
- Local leave
- 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 on active military duty and deployed to a foreign country may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military arrangements, attending certain counseling sessions, and attending post-deployment reintroduction 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 FML, the employer must maintain the employee's health coverage under any group health plan on the same terms as if the employee had continued to work. (Employees must make arrangements with Payroll to pay any and all insurance premiums.) Upon return from FML, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FML cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

**Eligibility Requirements:** Employees are eligible if they have worked for a covered employer for at least 12 months and have worked a minimum of 1,250 hours during the 12-month period immediately prior to the first day of the requested leave.

**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 accrued sick- and personal leave, temporary disability leave, compensatory time, assault leave, and absences due to a work-related illness or injury. The Tejano Center will designate the leave as FML, if applicable, and notify the employee that accumulated leave will run concurrently.

**Substitution of Paid Leave for Unpaid Leave:** Employees are required to use accrued paid leave while taking FML. In order to use paid leave for FML, employees must comply with the 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 of a *Certification for Health Care Provider* form that is available in Human Resources is required for medical leave. The certification must be submitted to Human Resources before leave begins if the need for leave is foreseeable. If the need for leave is not foreseeable, the certification must be submitted no later than 15 days after leave begins. If an employee does not provide the certification, then the leave is not FML.
- Second and third medical opinions and subsequent recertification may be required. An employee must also periodically report on his/her status and on his/her intentions to return to work throughout the course of the leave.

**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 the Tejano Center will require certification of the employee's ability to perform essential job functions, the 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, the Tejano Center may require reimbursement of benefit premiums paid by the Tejano Center during the leave.

Employees requiring FML should contact Human Resources 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](http://www.wagehour.dol.gov)

## **Maternity Leave**

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

The employee is asked to make an appointment with Human Resources 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 of waiting.

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 Resources 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 "Release to Return to Work" form. The employee must return this form to Human Resources before returning to work. The employee may return to work sooner than the date that was written by the physician, but only after Human Resources has received the "Release to Return to Work" 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 Resources 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 Resources.

## **Bereavement Leave**

The 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	Father	Father-in-law
Spouse (or spouse equivalent*)	Sister	Grandparents
Children	Brother	
Mother	Mother-in-law	

\* The 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. The Tejano Center reserves the right to require proof of death (i.e., obituary).

## **Civic-Duty Leave**

It is the policy of the 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 the 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 the Tejano Center for accountability purposes. Attach to timesheet.

## **Compliance with Subpoena**

The 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 Observances**

The 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**

Military leave shall be granted in accordance with the *Universal Military Training Services Act* and state law. It shall also be granted to staff members who are members of the National Guard or the Reserve. Regular employees who are members of the National Guard or active reserve components for the United States Armed Forces or Texas State Guard shall be allowed up to 15 days' leave per year with pay to attend authorized training sessions and exercises upon receiving written permission from their supervisor.

- The 15 days of paid military leave shall apply during the government calendar year (October 1 – September 31) and any unused balance at the end of the year shall not be carried into the next year.
- Pay for attendance at Reserve or National Guard training sessions or exercises shall be authorized only for periods that fall within the employee's normal work schedule.
- An employee may use annual vacation leave or leave without pay if he/she must attend Reserve or National Guard training sessions or exercises in excess of the 15-day paid leave maximum.
- An employee going on military leave shall provide the supervisor with a set of orders within three days after receiving them.

Staff members inducted involuntarily into military service shall be carried on a leave-of-absence-without-pay status. The Tejano Center will reinstate such employees in their former position provided application for such reinstatement is made within 90 days after discharge. Such military service shall be counted in determining seniority.

Staff members who are members of the Reserve or the National Guard who temporarily are ordered to military service will be awarded military leave.

## 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 the Tejano Center's Annual Gala, the 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 the Tejano Center communication methods reach and address all employees. Employees are strongly encouraged to regularly review the Tejano Center and RYSS websites for updated and/or newly added employee information.

### Open Door Practice

The 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 the Tejano Center managers are open to hearing from him/her. By listening to employees, the 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 Resources. 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 the Tejano Center is to maintain a friendly, cooperative atmosphere between employees and all levels of management. The 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 Resources. Employees can request that a Human Resources 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:** The 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 definition has been construed broadly by the U. S. Attorney General to 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, the 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 Resources 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. The 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 days of the receipt of the written complaint.
  - Within ten days of the meeting to discuss the complaint, a decision from the supervisor or campus principal/manager shall be rendered in writing, or as soon as reasonably possible.
- Level Two—Opportunity to appeal to the president/CEO or designee
  - Should the employee decide to appeal the decision, such appeal shall be referred to the president/CEO/superintendent 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 president/CEO/superintendent or designee 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 of the

president/CEO/superintendent. A formal request for a hearing must accompany the original complaint, attachments, and decisions rendered to date.

- An appeal to the president/CEO/superintendent 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 the Tejano Center.
- After hearing and considering the concern of the employee or the administration and the response by the other party, the president/CEO/superintendent may choose to issue a disposition of the dispute or not to act on it. If the president/CEO/superintendent chooses to issue a disposition, it shall be provided in writing, within 15 calendar days of the hearing. The disposition shall be addressed to the employee and to the administration or its representative. If the president/CEO/superintendent 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 the 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 the Tejano Center continue operating in a safe, orderly, effective, and efficient manner. While the 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
- Conviction 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 the Tejano Center
- Distribution of literature or materials not related to work on the 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 the 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 the 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.

## **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. 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:
  - i. the nature, purpose, timing, and amount of the communication;
  - ii. the subject matter of the communication;
  - iii. whether the communication was made openly or the educator attempted to conceal the communication;
  - iv. whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;
  - v. whether the communication was sexually explicit; and
  - vi. whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, preferences, or fantasies of either the educator or the student.

### **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 the 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**

The 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 the 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 Resources 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.

The 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**

The 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 the 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 should report it to their supervisor and/or Human Resources. Appropriate action shall be taken to enforce this policy up to and including termination.

### **Anti-Harassment Policy**

It is the policy of the Tejano Center that harassing conduct is prohibited and will not be tolerated in the Tejano Center's setting, including the campuses, parking areas, school vehicles, and social functions sponsored by the Tejano Center. Harassment is inconsistent with the 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 the Tejano Center policy for any member of the Tejano Center community to engage in sexual harassment or to retaliate against any member of the 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 should report the matter immediately to his/her immediate supervisor and/or Human Resources. 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.

**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 the Tejano Center's financial resources. The Tejano Center prohibits fraud and financial impropriety, as defined below:

- Forgery or unauthorized alteration of any document or account belonging to the 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 the Tejano Center
- Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the Tejano Center
- Destroying, removing, or inappropriately using records, furniture, fixtures, or equipment belonging to the 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 the 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 the Tejano Center. This includes:

- A personal financial interest;
- A business interest;
- Any other obligation or relationship; or
- Non-Tejano Center/RYS 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 Resources, 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 Resources 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.

### **Confidentiality Agreement**

As part of every employee's responsibilities at the 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 the 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 the Tejano Center and must not be divulged to any organization, individual or institution except on the direct written authorization of the Tejano Center. Failure to honor this confidentiality requirement may result in disciplinary action up to and including termination.

If an employee leaves employment with the 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 the Tejano Center. The 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 21.006 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, the 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 the 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 Resources 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.	<ul style="list-style-type: none"> <li>• Unsatisfactory quality of work</li> <li>• Excessive absences/ tardies</li> <li>• Failure to meet deadlines/ turn in required work on time</li> <li>• Failure to comply with reasonable requests</li> <li>• Faulty decision making or poor judgment</li> <li>• Inaccuracy of work</li> <li>• Poor work habits</li> </ul>
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.	<ul style="list-style-type: none"> <li>• Behavior that contributes to the harm or unacceptable risk to individuals or property</li> </ul>

### **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, the 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, the Tejano Center will notify child protective services of the allegations. If the 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**

The 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 the 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 the 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/RYS 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 the 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 other than department heads in seniority order based upon date of hire to full-time employment.

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 will 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 the 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 Resources.

### **Automobile Liability Insurance**

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

The Tejano Center's non-ownership policy protects the 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 the 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.

The 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.

The 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. Personal computers may be brought to the office for Tejano Center business use only. The Tejano Center shall have no responsibility for loss or damage to any such personal property.

## **Smoking**

The 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 the 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 the Tejano Center, employees will be provided with and will generate correspondence, memoranda, literature, reports, summaries, and other documents and data concerning the business of the 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 the 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**

The 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 Resources within 24 hours of the accident. Human Resources 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 Resources. 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 persons, employees who observe or suspect a violation of the Tejano Center's weapons policy should report it immediately to their supervisors, call the Campus Principals, Human Resources or contact the Houston Police Department.

### **Solicitation**

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

### **Severe Weather Closing**

The Tejano Center may close schools because of severe weather or emergency conditions. When such conditions exist, the president/CEO or designee will make the official decision concerning the closing of the 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 the 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](http://www.ryss.org). However, a loss of power in the Houston area could prevent that mode of communication. Information may also be available through the 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 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 the 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 the 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 to obtain information on the fee schedule and insurance requirements. The "Use of School Facilities" form can be obtained on the Tejano Center and RYSS websites.

### **Use of Tejano Center Property**

Equipment or services owned by The 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 the 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 the Tejano Center and RYSS websites.

## Termination of Employment

The 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.

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 Resources. 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 the Tejano Center may choose 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 Resources 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 Resources for verification of benefit termination.

### Resignations and Lay-Offs

If an employee resigns, the Tejano Center shall be given two-weeks’ written notice. In the event of lay-offs, the Tejano Center will give the employee a two-week notice. Such notice is not required by either the employee or the Tejano Center during the three-month probation period or if the 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:** All persons shall be required to give notice of severance not 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 the Tejano Center. This information will be used to assist the Tejano Center in its continuous improvement plan.

Departing employees are asked to provide the 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 Resources upon that individual's separation from employment.

## DEFINITIONS

<b><u>Term</u></b>	<b><u>Definitions</u></b>
<b>TCCC-RYSS</b>	In addition to the “Tejano Center,” a general-use abbreviation for the Tejano Center for Community Concerns, and the Raul Yzaguirre School for Success
<b>Tejano Center for Community Concerns</b>	A Houston-based nonprofit organization providing social, educational, economic, and housing services primarily to Houston’s East End, and Brownsville, Texas. The Tejano Center operates several programs: Housing, Child Placing Agency, Victims of Crime and Advocacy, Project Grad and the Houston and Brownsville campuses of the Raul Yzaguirre School for Success.
<b>Accrue</b>	Build up or accumulation of sick leave and vacation benefits
<b>Appeal</b>	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.
<b>At-will employment</b>	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.
<b>Authorized Expense</b>	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
<b>Bereavement Leave</b>	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.
<b>Board of Directors</b>	The chief governing body of the Tejano Center
<b>Bullying</b>	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.

<b>Civic Duty Leave</b>	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.
<b>Confidentiality Agreement</b>	A nondisclosure agreement in which employees agree not to publicly discuss or reveal certain confidential or proprietary information held by their employer.
<b>Conflict of Interest</b>	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.
<b>Discharge</b>	Termination of an employee's employment
<b>Employees</b>	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.
<b>Employee Performance Evaluation</b>	A process undertaken usually annually for the continual measurement of an employee's job performance and improvement.
<b>Family Medical Leave</b>	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.
<b>FICA</b>	The Federal Insurance Compensation Act, or Social Security, that provides retirement benefits to paying participants in the program.
<b>Financial Exigency</b>	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.
<b>Fraud</b>	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.
<b>Harassment</b>	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.

<b>Immediate Family Members</b>	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.
<b>Job Protection</b>	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.
<b>Malfeasance</b>	Conduct that harms the organization, its employees, or a third party.
<b>Military Leave</b>	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.
<b>Non-harassment Policy</b>	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.
<b>Overtime</b>	Actual time worked in excess of 40 hours per a scheduled work week.
<b>President/CEO</b>	Executive who is appointed by the board to oversee all Tejano Center projects and serves as chief administrator.
<b>Progressive Discipline Policy</b>	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.
<b>Personnel Action</b>	Any written or verbal action, including but not limited to, a reprimand, suspension, probation, termination, hiring, salary increases, and promotions
<b>Probationary period</b>	The first 90 working days of permanent employment in a given position. Generally a trial period for measuring an employee's job performance.
<b>Public Statements</b>	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.

**Temporary Leave**

Paid time away from work that is available to provide job protection to full-time exempt employees and full-time instructional paraprofessionals who cannot work for an extended period of time because of a mental or physical disability of a temporary nature that is not covered by FMLA or employee not eligible for FMLA.

**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.

## Attachments

Houston School Calendar

Brownsville School Calendar

Employee Appraisal Calendar

Houston Teacher Salary Schedule

Brownsville Teacher Salary Schedule

Holiday Schedule

Employee Work Schedule