



*All Scholars.*

*All United.*



*All IB.*



# Wayside Schools

## HR Handbook • 2020-2021

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## **TABLE OF CONTENTS**

### **DISCLAIMER: Employee At-Will Status**

#### **1. INTRODUCTION**

- 1.1. Welcome Letter
- 1.2. About This Handbook
- 1.3. About Wayside Schools
- 1.4. Acknowledgment of Receipt

#### **2. STARTING YOUR JOB**

- 2.1. Accuracy of Information
- 2.2. Employment Application and Other Forms
- 2.3. Criminal History Background Checks
- 2.4. Policy on TRS Retire/Rehire Applicants for Roles at Wayside Schools

#### **3. REPORTING TO WORK**

- 3.1. Official School Office Hours
- 3.2. Regular Work Schedules
- 3.3. Attendance
- 3.4. Leaving Campus During the School Day
- 3.5. Faculty Meetings
- 3.6. Attendance Expectations for School Events
- 3.7. Attendance Records

#### **4. TIME AWAY FROM WORK**

- 4.1. Holidays and School Breaks
- 4.2. Paid Leave
- 4.3. Family Medical Leave Act
- 4.4. Mandated School Closure
- 4.5. Bereavement Leave
- 4.6. Military Leave of Absence
- 4.7. Job Abandonment
- 4.8. Jury Duty/Court Appearance
- 4.9. Sick Leave Pool

#### **5. BENEFITS**

- 5.1. Health
- 5.2. Dental
- 5.3. Vision
- 5.4. Basic Life
- 5.5. Teacher Retirement System of Texas
- 5.6. Other Retirement Plans
- 5.7. Additional Benefits

#### **6. WAGES & EXPENSES**

- 6.1. Payday
- 6.2. Direct Deposit

- 6.3. Mistake in Payroll or Expense Reimbursement
- 6.4. Hours Worked: Exempt Employees
- 6.5. Hours Worked: Non-Exempt Employees
- 6.6. Time and Effort Reporting
- 6.7. Travel and Other Expense Reimbursements
- 6.8. Deductions in Pay
- 6.9. Twelve Month Pay Election
- 6.10. Computing Pay
- 6.11. Service Records
- 6.12. Stipends
- 6.13. Positions Addition or Change Form

## **7. NON-DISCRIMINATION & ANTI-HARASSMENT**

- 7.1. Non-Discrimination
- 7.2. Americans with Disabilities Act (ADA)
- 7.3. Anti-Harassment
- 7.4. Reporting Discrimination and/or Harassment
- 7.5. Reporting Student Bullying
- 7.6. Service and Emotional Support Animals

## **8. EMPLOYMENT STANDARDS**

- 8.1. Expected Employee Conduct
- 8.2. Violence in the Workplace
- 8.3. Drug-Free Workplace
- 8.4. Suspicious Behavior
- 8.5. Former Employees
- 8.6. Employee Dress Code
- 8.7. Outside Employment
- 8.8. Employee Monitoring
- 8.9. Audio and Video Recordings
- 8.10. Communication Mechanisms
- 8.11. Workplace Investigations
- 8.12. Personnel Files/Updating Information
- 8.13. Allowable Uses of School Property
- 8.14. Computer and Internet Use
- 8.15. Administration of Medication to Scholars
- 8.16. Reporting Child Abuse/Child Neglect
- 8.17. Traffic Violations
- 8.18. Wayside School Network Vehicle Use
- 8.19. Workers' Compensation
- 8.20. Confidential Information
- 8.21. Compensation Information
- 8.22. Performance Reviews
- 8.23. Growth Plan
- 8.24. Promotions

## **9. GRIEVANCE PROCEDURES**

- 9.1. School Principal Review of Complaint
- 9.2. Chief Academic/Operations Officer Review of Complaint
- 9.3. Chief Executive Officer Review of Complaint

- 9.4. Board of Trustees Review of Complaint

## **10. DISCIPLINE**

## **11. SEPARATION FROM EMPLOYMENT**

- 11.1. Resignation
- 11.2. Discharge
- 11.3. COBRA Benefits
- 11.4. Exit Interviews
- 11.5. Return of School Property
- 11.6. Final Paycheck Issuance

## **12. MISCELLANEOUS**

- 12.1 Visa Sponsorship
- 12.2 Drones

### **DISCLAIMER:**

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

*Wayside Schools reserves the right to amend or withdraw any or all provisions of the personnel handbook at any time with or without notice.*

## 1. INTRODUCTION

WELCOME TO WAYSIDE SCHOOLS!

Dear Team Wayside:

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

Throughout your time at Wayside, you'll frequently hear me use the phrase "All Means All." This isn't just a tagline, but instead our fundamental belief in the Wayside Way. Here, we are All Scholars, All United, All IB.

The core function of any Wayside Schools employee is to nurture the potential of all our scholars. Every child is capable of great things. We are here to unlock excellence in every child to help them grow into well-rounded, globally minded, college-accepted scholars.

In order to accomplish this, as Waysiders we will need to maintain an unrelenting commitment to serve our scholars in the following ways:

- Relentlessly focus on results for all scholars, no excuses.
- Manage ambiguity through hard work and flexibility.
- Deliberately embrace the rocky road of change.
- Belief that there is no us vs. them. We are all us.
- Value direct feedback to ensure personal growth.

This employee manual includes Wayside Schools' personnel standards and procedures. Please read it carefully. If you have questions or concerns speak with your supervisor. If you need further information or assistance, please contact the Wayside Schools network office (see directory below). On behalf of our Wayside Schools extended family, thank you for joining us. We look forward to working with you.

Sincerely,

Matthew Abbott  
Superintendent & Chief Executive Officer  
Wayside Schools

*Home of:*

*Wayside: Altamira Academy*

*Wayside: Eden Park Academy*

*Wayside: REAL Learning Academy*

*Wayside: Sci-Tech Middle School*

*Wayside: Sci-Tech High School*

## **Wayside Directory**

### **Cabinet Team**

Chief Executive Officer, Matt Abbott, Email: [mabbott@waysideschools.org](mailto:mabbott@waysideschools.org)

Chief Academic Officer, Susan Pommerening, Email: [spommerening@waysideschools.org](mailto:spommerening@waysideschools.org)

Senior Director of Operations, Francisco Garcia, Email: [fgarcia@waysideschools.org](mailto:fgarcia@waysideschools.org)

Senior Director of Academics, Marcia Molinar, Email: [mmolinar@waysideschools.org](mailto:mmolinar@waysideschools.org)

### **Financial Operations (FinOps) Team**

Accountant, Carrie Brown, Email: [cyvbrown@waysideschools.org](mailto:cyvbrown@waysideschools.org)

Federal Grants Manager, Shana Walker, Email: [swalker@waysideschools.org](mailto:swalker@waysideschools.org)

Elementary Registrar/PEIMS Manager, Perla Castro, Email: [pcastro@waysideschools.org](mailto:pcastro@waysideschools.org)

### **Operations Team**

Director of Technology, Fred Levilly, Email: [flevilly@waysideschools.org](mailto:flevilly@waysideschools.org)

Facilities Manager, Fernando Suarez, Email: [fsuarez@waysideschools.org](mailto:fsuarez@waysideschools.org)

Copy Center Tech, Griseth Mendoza, Email: [gmendoza@waysideschools.org](mailto:gmendoza@waysideschools.org)

### **Special Education Team**

Director of Special Education, Andy Bennett, Email: [andy@aimeducate.com](mailto:andy@aimeducate.com)

### **Development Team**

Marketing & Communications Manager, Halley Cade, Email: [hcade@waysideschools.org](mailto:hcade@waysideschools.org)

Development Manager, Jessica Santos, Email: [jsantos@waysideschools.org](mailto:jsantos@waysideschools.org)

Enrollment Manager, Enrique Burmeister, Email: [eburmeister@waysideschools.org](mailto:eburmeister@waysideschools.org)

## **School Teams**

### ***Wayside: Sci-Tech High School*** (Located Bradshaw Campus)

Principal, Tammy Underwood, Email: [tunderwood@waysideschools.org](mailto:tunderwood@waysideschools.org)

Assistant Principal, Lauren Besser, Email: [lbesser@waysideschools.org](mailto:lbesser@waysideschools.org)

Assistant Principal, Charles Hoffman, Email: [choffman@waysideschools.org](mailto:choffman@waysideschools.org)

Assistant Campus Operations Manager, Emily Work, Email: [ework@waysideschools.org](mailto:ework@waysideschools.org)

### ***Wayside: Sci-Tech Middle School*** (Located William Cannon Campus)

Principal, Vanessa Ruiz, Email: [vruiz@waysideschools.org](mailto:vruiz@waysideschools.org)

Assistant Principal, Leticia Gonzalez Haro, Email: [lgonzalez@waysideschools.org](mailto:lgonzalez@waysideschools.org)

Assistant Principal, Robert Musfeldt, Email: [rmusfeldt@waysideschools.org](mailto:rmusfeldt@waysideschools.org)

Assistant Campus Operations Manager, Anali Espinoza, Email: [aespinoza@waysideschools.org](mailto:aespinoza@waysideschools.org)

### ***Wayside: REAL Learning Academy*** (Located William Cannon Campus)

Principal, Kierstin Howard, Email: [khoward@waysideschools.org](mailto:khoward@waysideschools.org)

Dean of Scholars, Noemi Garza, Email: [ngarza@waysideschools.org](mailto:ngarza@waysideschools.org)

Assistant Principal, Mary Rodriguez, Email: [mrodriguez@waysideschools.org](mailto:mrodriguez@waysideschools.org)

Assistant Campus Operations Manager, Anna Alvarado, Email: [aalvarado@waysideschools.org](mailto:aalvarado@waysideschools.org)

### ***Wayside: Eden Park Academy*** (Located Eden Park Academy Campus)

Principal, Hope Astor, Email: [hastor@waysideschools.org](mailto:hastor@waysideschools.org)

Assistant Principal, Marlo Kaskoto, Email: [mkaskoto@waysideschools.org](mailto:mkaskoto@waysideschools.org)

Assistant Principal, Lara Lee, Email: [lee@waysideschools.org](mailto:lee@waysideschools.org)

Assistant Campus Operations Manager, Madison Condron, Email: [mcondron@waysideschools.org](mailto:mcondron@waysideschools.org)

### ***Wayside: Altamira Academy*** (Located Bradshaw Campus)

Principal, Lauren Whitfield, Email: [lwhitfield@waysideschools.org](mailto:lwhitfield@waysideschools.org)

Assistant Principal, Maria Zimmerle, Email: [mzimmerle@waysideschools.org](mailto:mzimmerle@waysideschools.org)

Assistant Principal, Haylee Lavender, Email: [hlavender@waysideschools.org](mailto:hlavender@waysideschools.org)

Assistant Campus Operations Manager, Estrella Amezola, Email: [eamezola@waysideschools.org](mailto:eamezola@waysideschools.org)

## **1.1. About this Handbook**

The purpose of this personnel handbook is to provide employees with a source of information about Wayside Schools procedures and policies. The policies and procedures in this handbook are to serve as guidelines. Although Wayside Schools has tried to be comprehensive, the handbook does not, and cannot, include procedures and policies that address every situation that may arise.

Wayside Schools has, and reserves, the right to adopt new procedures and policies, or modify, alter, change or cancel existing policies and procedures at any time. Violation of any provision within this handbook may lead to disciplinary action up to and including discharge from employment.

Questions regarding this handbook or any of the policies/procedures should be directed to your school Principal or to the network office (*See directory on previous page*).

In accordance with applicable laws and Wayside Schools policies, no person shall be excluded from consideration for recruitment, selection, appointment, training, promotion, retention or any other personnel action, or be denied any benefits or participation in any educational programs or activities which it operates on the grounds of race, creed, color, national origin, sex, gender identity, age, religion, sexual orientation or veteran status, disability, (except where age, sex, or disability constitutes a bona fide occupational qualification necessary to proper and efficient administration).

## **1.2. About Wayside Schools**

### ***Mission***

Wayside Schools mission is to prepare college ready, community engaged, global citizens.

### ***Goal***

Wayside exists to graduate the most well-rounded, globally minded, college-accepted scholars of any public school system.

### ***Educational Philosophy***

Wayside Schools nurtures the potential of all scholars by providing a rigorous, community-enriched education guided by a commitment to excellence through personalized instruction. Scholars, families and educators work within an engaged learning community to build the habits and skills necessary to prepare all learners for success in higher education and global citizenship.

### ***Wayside Schools Educational Model is Based on:***

- Purposeful Academic Rigor
- Personalized Instruction
- Character Building
- Community Partnership
- Educator Empowerment and Support

To this end, Wayside Schools has created a unique learning system that provides an opportunity to innovate and explore, to be at the cutting edge of educational reform, and to lead our schools and our community into the 21st century.



Before Wayside Schools, there was Eden Park Academy Public Charter School District. In fall 2011, the Board of Trustees was granted permission by the Texas Education Agency to expand the current campus to multiple sites serving up to 1,500 children from ages 3-18. Author and local Austinite, Louis Sachar and Harper Collins Publishing gave the school permission to use the name "Wayside Schools" as its new network name, reflecting the school's South Austin, eclectic culture. Today the legacy of Eden Park Academy lives on as the name of Wayside Schools flagship campus located in the heart of South Austin.

Wayside Schools, is 501c3 non-profit public charter school. As a charter school, we are a tuition-free public school accredited by the Texas Education Agency and approved by the Texas State Board of Education. All Wayside Schools are led by Highly Qualified (HQ) teachers, follow all required state academic and financial accountability standards, and receive both state and federal funds to support tuition-free, open enrollment public schools.

Conceived in the hearts of education reformers, Eden Park Academy Charter District (now Wayside Schools) became a reality when it opened its doors in August of 1998. From inception the school thrived thanks in large part to its pioneering staff and committed community. Initially located in a modest setting at a strip mall at the intersection of South 1st Street and Stassney Lane in South Austin, Wayside: Eden Park Academy grew to become one of the best public schools in Texas being rated "Exemplary" by the Texas Education Agency in 2009, 2010, 2011 and 2012.

Today Wayside Schools operates five tuition-free public charter schools in South/Southeast Austin (Wayside: Altamira Academy, Wayside: Eden Park Academy, Wayside: REAL Learning Academy, and Wayside: Sci-Tech Middle School and Wayside: Sci-Tech High School) serving grades pre-Kindergarten – 12th grade. Chartered and accredited by the State of Texas, Wayside Schools has a Superior financial rating (FIRST).

### **1.3. Acknowledgement of Receipt of Personnel Handbook**

The information contained in this personnel handbook is important and I should consult with the school Principal if I have a question that is not answered in this handbook.

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

I understand that Wayside Schools may amend or withdraw any or all portions of this handbook at any time. I understand that it is my responsibility to comply with the provisions in this handbook, including any revisions, and that failure to comply may lead to disciplinary action. I further acknowledge that any revised information may supersede, modify, or eliminate existing provisions within this handbook. As a condition of continued employment at Wayside Schools, I accept and agree to any modifications to this handbook.

I acknowledge that I have read this handbook and agree to read any amendments of the handbook. I understand that I am required to sign and date this Acknowledgment of Receipt and return it to the school Principal. I understand that a copy of this form will be retained in my personnel file.

**Your agreement with the above statement will be obtained annually through electronic signature.**

## **2: STARTING YOUR JOB**

### **2.1. Accuracy of Information**

Wayside Schools relies upon the accuracy of information contained in the employment application, as well as the accuracy of other information presented throughout the hiring process and employment. Employees are expected to provide truthful and accurate information in connection with their employment at Wayside Schools.

Any falsification or misrepresentation in connection with application materials, or during the course of employment, is a serious offense and may lead to discharge from employment or non-selection of an applicant.

### **2.2. Employment Application and Other Forms**

New employees are asked to complete the following forms electronically:

1. Employment Application
2. Background Authorization
3. Common Law Rights
4. Statement of Confidentiality
5. Conflict of Interest
6. Enrollment and Authorization for Direct Deposit
7. Equal Employment Opportunity
8. Emergency Contact
9. Acknowledgement of Workers Compensation
10. I-9 Employment Eligibility Form (to be verified in part in-person at Wayside)
11. Preemployment Affidavit (to be notarized and completed in-person at Wayside)
12. Employee Election Form to Withhold Certain Information from Public Access
13. SSA-1945 – Statement Concerning Employment Not Covered by Social Security
14. TRS Disclosure
15. W4 Employee's Withholding Allowance Certificate
16. Acknowledgement of Policies – HR Handbook, Wage Deduction, Workers Comp Packet, Benefit Guide including Applicable Healthcare/Benefit Forms
17. Twelve Month Pay Election
18. Acceptance of offer letter (offer of at-will employment), minimum duty calendar, job description, and pay schedule

In addition, teaching staff will need to submit a copy of college transcripts, a copy of their service record from previous employers, and a copy of their teaching certificate. Additional documents may be needed for other positions as well.

Current, returning employees will be required to update or execute many of the above forms annually electronically. Any employee who fails or refuses to complete the above forms or to provide Wayside Schools with requested documentation may be subject to discipline, up to and including discharge from employment.

### **2.3. Criminal History Background Checks & Fingerprinting Process**

A person may not be employed or serve as a teacher, substitute teacher, librarian, educational aide, administrator, counselor, or other employed role unless the person has been approved by the Texas Education Agency following a review of the person's National Criminal History Record Information. Each individual serving or expected to serve in the aforementioned roles will be expected to comply and submit the necessary information for the background check prior to beginning employment.

Additionally, volunteers and contractors subject to criminal background checks will be required to comply and submit the necessary information for the background check.

All employees that have direct contact with scholars will be required to complete fingerprinting with the Texas Education Agency before contact with scholars.

The Superintendent maintains final authority for employment decisions in compliance with state law for any applicant with a criminal history/record not otherwise prohibited from working in a public school. The Superintendent will make any and all decisions in conformance with law, EEOC regulations, and in the best interest of student and employee safety.

### **2.4 Policy on TRS Retire/Rehire Applicants for Roles at Wayside Schools**

Effective 8/18/17, all new employees of Wayside Schools, hired after this date, that are classified as Retire/Rehire by TRS, *meaning they are considered to be currently retired and reentering the public school workforce*, will pay in full all fees associated and required by TRS for returning to employment at Wayside Schools, a TRS participating Public School System. These fees will be paid in compliance with all TRS requirements and a good faith estimate of fees will be provided to all applicants for positions during the hiring process, and will be included in their offer of at-will employment if offered a position. If during the course of working with TRS in the hiring process, the fees required by TRS are higher or lower than what was presented in the at-will employment, the employee's at-will employment will be adjusted to match the requirement and the employee will be solely responsible for paying for the adjusted fee amount.

### **3: REPORTING TO WORK**

#### **3.1. Official School Building and Network Office Hours**

Standard hours of operation in the administrative office and school areas vary by site and are listed below:

Wayside Schools Network Office: 8:30 am - 5:00 pm

Wayside: Sci-Tech High School: 8 am - 4:30 pm

Wayside: Sci-Tech Middle School 7:40 am - 4:10 pm

Wayside: REAL Learning Academy 7:30 am - 4:00 pm

Wayside: Eden Park Academy 7:30 am - 4:00 pm

Wayside: Altamira Academy 7:30 am - 4:00 pm

\*Full-time staff work hours may be adjusted to best fit school needs for duties and other activities.

#### **Scholars are in session daily at:**

Wayside: Sci-Tech High School: 8:15 am - 4:00 pm, 1:30 pm early release on Friday

Wayside: Sci-Tech Middle School: 8 am - 4:00 pm, , 1:30 pm early release on Friday

Wayside: REAL Learning Academy: 7:45 am - 3:30 pm, 1 pm early release on Friday

Wayside: Eden Park Academy: 7:45 am - 3:30 pm, 1 pm early release on Friday

Wayside: Altamira Academy: 7:45 am - 3:30 pm, 1 pm early release on Friday

#### **PK-All elementary schools:**

**AM**-7:45 am -10:55 am

**PM**-12:20 pm -3:30 pm

(PK PM Does not have early release days)

#### **3.2. Regular Work Schedules**

Wayside Schools prepares an offer of at-will employment agreement for each employee that stipulates the job title, number of days expected to work, and salary. In addition, you will receive a job description that clarifies your duties and responsibilities. These documents are delivered and signed electronically at the time of hire and annually thereafter.

Wayside Schools has a standard workweek of 40 hours per week, excluding time off for lunch. Scheduled

hours for employees may vary from department to department.

All full-time, **non-exempt** employees generally work a Monday through Friday schedule of 40 hours divided into (five) eight-hour workdays, unless a different schedule is approved in writing by the employee's supervisor.

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

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

Teachers will have a conference and planning period which occurs during their scholars' rotations through specials, *i.e.*, music, P.E., etc.

### **3.3. Attendance**

Wayside Schools employees are expected to be reliable and punctual in reporting for work each scheduled day. If an employee will be late to work or is unable to work as scheduled, the employee should notify their supervisor in advance as soon as possible.

Wayside Schools recognizes there will be occasions when an illness or other personal event may result in an unscheduled absence. As such, Wayside Schools has a leave policy (see Section 4.2.)

Poor attendance and/or repeated tardiness are disruptive to the operations of Wayside Schools and may lead to disciplinary action, up to and including discharge from employment.

### **3.4. Leaving Campus During the School Day**

Wayside Schools employees are expected to be on campus for the entirety of the workday. If a situation arises that you must leave the campus during the workday, notify the office manager or school Principal at the time of your departure and again upon return. Campus procedures regarding signing in and out may vary by campus. You must follow the procedures and guidelines for tracking partial day absences as prescribed by your campus of employment.

### **3.5. Faculty Meetings**

All Wayside Schools Network Support Teams (NST) and School Campus Teams will hold regular faculty/staff meetings. All instructional and non-instructional staff members are required to attend these meetings. Do not plan personal appointments, parent conferences or committee meetings on these days. Please schedule appointments after Official School and Network Office Hours on any day of the week, when possible.

### **3.6. Attendance Expectations for School Events**

Each Wayside school organizes multiple community events throughout the year hosted by faculty and the

Parent Teacher Organization (PTO) or Parent Teacher Association (PTA). Participation at these events may be required.

### **3.7 Attendance Records**

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

All employees must enter absences in Veritime or other chosen software. Leave time will be deducted at each work cycle, always two (2) weeks behind.

## **4: TIME AWAY FROM WORK**

### **4.1. Holidays & School Breaks**

Wayside Schools will be closed during the following recognized holidays:

- Labor Day
- Thanksgiving
- Martin Luther King Day
- Memorial Day
- Independence Day

Additionally, during the following dates, Wayside Schools will be closed for school breaks as reflected in the Wayside School calendar.

- Thanksgiving
- Fall Break
- Winter Break
- Spring Break
- Personal Religious Holiday (must schedule with Principal)

Non-faculty, management, and office personnel may be required to work during school breaks. Each employee will be provided with an annual calendar of the days they are expected to work.

### **4.2. Paid Leave**

In an effort to provide the best educational experience to Wayside Schools scholars, employees, especially instructional staff, are encouraged to use paid leave responsibly.

Wayside Schools does provide full-time (30 hours per week or more) faculty and staff with ten (10) paid leave days annually to be used for emergencies, illnesses, or personal business that cannot be scheduled outside of the workday. Part-time (less than 30 hours per week) staff will receive paid leave days proportionally to the number of days per week that they are employed. This benefit applies to exempt and nonexempt employees.

Wayside Schools recognizes two (2) types of employment leave:

#### **State Leave**

Although charter schools are not subject to statutory State Leave requirements, Wayside will award five (5) state leave days, from the state of Texas at the beginning of each school year of employment (prorated 2.5 days if employment begins after January 1st).

All state leave, both incoming from other Texas public school districts or state leave accrued while employed at Wayside, will be recorded on a state approved Teacher Service Record so that unused days can be tracked towards retirement in the Teacher Retirement System or transferred to another public school system. If you retire from the state of Texas, you can be paid for unused state leave time.



Only state leave days accrued while under employment with Wayside Schools may be used during duration of employment. There is no limit to the number of state days that can be accrued while employed at Wayside. All other accrued state leave from previous organizations of employment may not be used.

### **Local Leave**

Wayside Schools does not recognize accrued days from other public school systems.

Up to five (5) days of local leave will be earned annually at a rate of ½ day per month from July through the end of April.

Employees may accrue up to 30 local leave days while employed by Wayside Schools. Employees are never paid for unused leave, so local leave beyond 30 days is “use it or lose it.”

Use of personal leave (paid or unpaid) is not permitted for all staff during the “black out days” listed here. CEO may waive for extenuating circumstances. Your attendance is critical to our mission to serve scholars, and your pay may be affected if you take unapproved leave during these days:

- First three weeks of school
- Last three weeks of school
- STAAR/EOC testing days
- Two days immediately before or after school holidays and/or closures
- Designated professional development or in-service days

### **4.3. Family Medical Leave Act**

Wayside Schools complies with the Family and Medical Leave Act (FMLA) administered by the Wage and Hour Division (WHD) of the United States Department of Labor. The FMLA provides a means for employees to balance their work and family responsibilities by taking unpaid leave for qualifying reasons. The Act is intended to promote the stability and economic security of families as well as the nation's interest in preserving the integrity of families.

### **Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee’s child after birth, or placement for adoption or foster care;
- To care for the employee’s spouse, child, or parent, who has a qualifying serious health condition; or
- For a qualifying serious health condition that makes the employee unable to perform the employee’s job.

### **Military Family Leave Entitlements**

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation 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 reintegration briefings.

### **Eligibility Requirements**

Employees are eligible if they have worked for a covered employer for at least one year and have at least 1,250 hours over the previous 12 months.

### **Definition of Serious Health Condition**

A serious health condition is 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.

### **Use of paid leave**

Family and medical leave 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.

### **Combined leave for spouses**

A husband and wife who are both employed by the district are limited to a combined total of 12 weeks of FMLA leave to care for a parent with a serious health condition; or for the birth, adoption, or foster placement of a child. Military caregiver leave for spouses is limited to a combined total of 26 weeks.

### **Intermittent leave**

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

### **Local FMLA provisions**

Eligible employees can take up to 12 weeks of unpaid leave in the 12-month period beginning on the first duty day of the school year.

Special rules affect the taking of intermittent leave or leave on a reduced leave schedule, or leave near the end of an academic term (semester), by instructional employees. *Instructional employees* are those whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This term includes not only teachers, but also athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. It does not include, and the special rules do not apply to, teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include auxiliary personnel such as counselors, psychologists, or curriculum specialists. It also does not include cafeteria workers, maintenance workers, or bus drivers.

Special rules may exist for the following considerations:

1. Limitations on intermittent leave
2. Limitations on leave near the beginning or end of an academic term
3. Duration of FMLA leave
4. Restoration of "an equivalent position."

### **District contact**

Employees that require FMLA leave or have questions should contact the Human Resources Department at HR@Waysideschool.org for details on eligibility, requirements, and limitations.

Step 1 to initiate a request for FMLA leave is to complete the "FMLA Leave request Form" which will be provided by the Human Resources Department.

#### **4.4. Mandated School Closure**

Wayside Schools recognizes that inclement weather and other emergencies can affect the school's ability to open for business and the employee's ability to get to work. The safety of our employees is paramount in any emergency situation.

When an emergency such as these examples occurs, the school may experience required closure.

- Inclement weather
- electricity outage
- a governmental entity declares an emergency or issues notice that asks schools to consider closure

#### **Notification**

In an emergency, Wayside Schools will make every effort to notify employees.

#### **Pay for Employees**

##### **If the closure day will be made up at a later date:**

During the time when the school is closed in which it normally would have been open, exempt employees will receive their full salary for their normal hours worked for up to one work week. Per the school calendar, the employee will be required to work on a future scheduled make-up date with no additional pay.

Nonexempt (hourly) employees will not receive pay for the work hours that were missed, However, per the school calendar, the employee will be required to work on a future scheduled make-up date and at that time will receive hourly pay earned on the makeup day.

In the event it was thought the day would be made up, but later determined there would not be a makeup date, the nonexempt employee would be paid the wages from the missed day at the time of this determination. This will take effect on the next regularly scheduled pay period.

##### **If the closure day will not be made up at a later date:**

During the time when the school is closed in which it normally would have been open, exempt employees will receive their full salary for their normal hours worked for up to one work week.

Nonexempt (hourly) employees will receive their hourly pay for their normally scheduled hours for up to one work week.

For an unlikely emergency that extends beyond one work week, at the end of the one work week, employees will be expected to use PTO to cover additional days that the school may be closed to ensure that they continue to receive their pay.

In return for this pay during the paid work week while the company is closed, employees are expected to work at home if feasible.

## **Partial Day Closure**

If an emergency event such as inclement weather or a power outage occurs, the executive team may determine that the school will close mid-day. When the school closes mid-day, employees are encouraged to leave immediately so that the conditions do not further deteriorate and affect their ability to safely travel.

Exempt employees already at work at the time of closure will be paid their normal salary. Nonexempt employees already at work at the time of closure will be paid for their scheduled hours of work. No overtime will be paid.

Employees who had taken the day off will have the day subtracted from their allotted PTO as would have occurred if the school did not close.

## **4.5 Bereavement Leave**

In the event that a full-time employee experiences the death of an immediate family member, Wayside Schools will provide up to three days of paid time off. An employee may request to use additional vacation or personal paid leave time if the employee has such leave available.

An immediate family member is defined as a spouse (including domestic partners), child or step-child, parent (including step-parents), grandchild, grandparent (including in-laws), sibling (including in-laws), father-in-law, mother-in-law, or any other relative living within the employee's home.

## **4.6 Military Leave Of Absence**

Wayside Schools is committed to protecting the employment rights of employees serving in the uniformed services who must be absent due to military leave.

The Uniformed Services Employment and Employment and Reemployment Act (USERRA) provides that returning service-members are reemployed in the job that they would have attained had they not been absent for military service (the long-standing "escalator" principle), with the same seniority, status and pay, as well as other rights and benefits determined by seniority. USERRA also requires that reasonable efforts (such as training or retraining) be made to enable returning service members to refresh or upgrade their skills to help them qualify for reemployment. The law clearly provides for alternative reemployment positions if the service member cannot qualify for the "escalator" position. USERRA also provides that while an individual is performing military service, he or she is deemed to be on a furlough or leave of absence and is entitled to the non-seniority rights accorded other individuals on non-military leaves of absence.

USERRA provides protection for disabled veterans, requiring employers to make reasonable efforts to accommodate the disability. Service members convalescing from injuries received during service or training may have up to two years from the date of completion of service to return to their jobs or apply for reemployment.

USERRA also requires that service members provide advance written or verbal notice to their employers for all military duty unless giving notice is impossible, unreasonable, or precluded by military necessity. An employee should provide notice as far in advance as is reasonable under the circumstances. Additionally, service members are able (but are not required) to use accrued vacation or annual leave while performing military duty.

For more information about rights and protections for uniformed service members, please visit:

[https://www.dol.gov/vets/programs/userra/userra\\_fs.htm](https://www.dol.gov/vets/programs/userra/userra_fs.htm)

#### **4.7 Job Abandonment**

Failure to return to work as scheduled from an approved leave of absence or to inform your administrator of an acceptable reason for not returning as scheduled will be considered a voluntary resignation of employment. If you accept any employment or go into business while on a leave of absence from Wayside Schools, you will be considered to have voluntarily resigned from employment with Wayside Schools as of the day on which you began your leave of absence.

#### **4.8 Jury Duty/Court Appearance**

Wayside Schools will grant employees time off for mandatory jury duty or for court appearances as a witness when the employee must serve or is required to appear as a result of a court order or subpoena. A copy of the court order or subpoena for each day must be supplied to the employee's supervisor when requesting time off. The employee is entitled to full pay for each day of jury duty or service as a witness up to a maximum of five days per year, in addition to any other paid leave.

However, if the employee is court-ordered or subpoenaed for court appearances as a party to any civil or criminal litigation, it shall not be compensated and the employee must arrange for time off without pay or use accrued vacation or personal leave for such appearance.

#### **4.9. Sick Leave Pool**

The Sick Leave Pool (SLP) is a reserve of paid time off hours donated by Wayside employees to provide eligible employees with paid time off specifically for catastrophic medical conditions.

#### **Eligibility**

Employees suffering from a catastrophic condition, or who have an immediate family member suffering from a catastrophic condition, and are appointed to work at least 20 hours per week for at least 4.5 months are eligible to apply for SLP hours. Eligible employees must exhaust all of their own paid time off prior to applying for and receiving a SLP award.

Wayside encourages all benefits-eligible employees to evaluate their short & long term disability insurance options. These options are affordable insurance elections that provide partial income replacement should you experience a serious medical condition that prevents you from performing the essential functions of your job, yet does not meet the criteria for catastrophic as defined within the SLP.

## Definitions

1. Immediate family member is defined as those individuals who live in the same household as the employee and are related by kinship, adoption, or marriage; or are foster children certified by the Texas Department of Child Protective and Regulatory Services; and an employee's minor child regardless of whether the child lives in the same household. If not in the same household, an immediate family member is strictly limited to the employee's spouse, child or parent. *Proof of relationship may be required for coverage under SLP for a family member.*
2. Licensed practitioner includes a licensed physician, nurse practitioner, or other licensed health care professional.
3. A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or member of the employee's immediate family that requires treatment by a licensed practitioner for a prolonged period and that forces the employee to exhaust all leave time earned and therefore results in loss of compensation.
4. A severe condition or combination of conditions is one that will result in death if not treated promptly; requires hospitalization for more than 72 consecutive hours; or causes a person to be legally declared a danger to him or herself or others. For purposes of this policy, pregnancy and elective surgery are not considered severe conditions, except when life-threatening complications arise from them.

## Applying for Sick Leave Pool Hours

You or your HR representative can make a request for SLP consideration by completing a SLP application. You should submit the application to Human Resources at least two weeks before the hours are needed or as soon as possible. SLP forms are available from the Human Resources.

Your application will be reviewed and responded to by the Network Leadership Team within 10 working days of receipt of a fully completed application unless unusual circumstances require more time. This review may include a medical professional review to determine if it meets the eligibility criteria. If the certification from your healthcare provider is incomplete or lacks sufficient medical information, Human Resources will request additional information from you or the healthcare provider. All SLP decisions are final.

You will be placed on time off without pay if you exhaust all of your paid time off prior to review of your SLP application. SLP hours can be retroactively applied if the application is later approved.

FLMA: An employee applying for SLP shall be placed on Family and Medical Leave when eligible.

The amount of time you are approved to receive cannot exceed 240 hours per catastrophic condition. The amount of the award will depend on the medical certification from your physician. If you work less than 40 hours a week, the maximum award is proportionate to the percent of time you work each week.

If awarded SLP hours, you will not accrue paid time off until you come back to work. During this leave time, employer contributions towards health coverage and other benefits will continue as-is.

Sick Leave Pool time must be used only for the reason requested. Employees shall immediately notify Human Resources if there is any change in the nature or severity of the condition that modifies their need for Sick Leave Pool time. Awarded Sick Leave Pool hours that are no longer needed or justified will be canceled and returned to the Sick Leave Pool by Human Resources. Only the Sick Leave Pool time actually used will count against the maximum of 240 hours per catastrophic illness or injury maximum.

### **Supervisor Information**

Please note any SLP hours awarded and used by an employee will be paid from your budget. You will not receive additional funding. If an employee in a grant funded position is awarded SLP hours you must coordinate with Human Resources and the CFO to secure funds to cover the absence.

There are no central funds to pay for this type of time off.

Employee or Supervisor should enter all SLP absences into the time tracking tool. Human Resources will ensure the awarded SLP is added to their paid time off in the payroll system. If an employee is working a reduced or intermittent schedule, the employee should complete their own time off entries.

Employees are not expected to work while on SLP, unless the award is for a reduced or intermittent schedule, and then only when they are scheduled to work as authorized by the healthcare provider certification.

It is possible for an employee to be awarded more than one SLP award if they are suffering from separate and distinct catastrophic conditions as certified by the healthcare provider.

### **Donating Sick Leave Pool Hours**

An employee is not required to contribute to the Sick Leave Pool in order to apply for an award.

Current or separating employees may make voluntary contributions of accrued paid time off to the Sick Leave Pool by submitting a Sick Leave Pool Transfer Form to Human Resources. The form is available from Human Resources. Contributions may not be designated for a specific person or for a particular illness.

#### Contribution Method

Lump Sum Contribution: Employees may contribute unlimited hours in this manner.

Employees terminating or retiring may donate their entire accrued paid time off balance. However, employees should carefully consider their decision. Once paid time off hours are donated to the Sick Leave Pool, they cannot be restored to the employee upon return to work without qualifying conditions.

#### Refund of Contribution

Any current employee who has contributed to the Sick Leave Pool may submit a written request to Human Resources to receive a refund if;

- The employee has exhausted his or her paid time off balance, and
- The employee has an immediate need for their catastrophic medical conditions/event.

### **Return to Work Certification**

When the employee is absent from work because of a catastrophic illness or injury, the employee's supervisor and Human Resources shall require that, prior to the employee's return to work, the employee submits a licensed practitioner's written statement that the employee was required to be absent from duty because of the condition and the date that the employee is able to return to work. The statement must also specify what limitations, if any, exist to the employee's ability to perform his or her job duties or pose a threat to the safety of the employee or others. If limitations exist, Human Resources will coordinate ADA accommodations or other associated return-to-work needs.

### **Nonpayment to Estate**

A deceased employee's estate is not entitled to payment for any unused Sick Leave Pool hours credited to the employee.

**Delegation of Authority**

Authority is hereby delegated to the Superintendent, or designee who is currently the Human Resources Administrator, to administer the Sick Leave Pool.



## **5: BENEFITS**

### **5.1. Health**

Wayside Schools participates in the health insurance program provided through the Teacher Retirement System of Texas (TRS). At least one of the plans offered through the TRS will be at no cost for full-time employees. Eligible part-time employees (less than 30 hours but more than 10 hours) may purchase insurance benefits through the school at cost. Additional coverage is available at the employee's expense. The employee's spouse and children are eligible for coverage for an additional cost to the employee.

### **5.2. Dental**

Wayside Schools participates in the dental insurance program provided through the Region 20 Education Service Center Cooperative. The plan is offered at no cost to full-time employees. Eligible part-time employees (less than 30 hours) may purchase insurance benefits through the school at cost. The employee's spouse and children are eligible for coverage for an additional cost to the employee.

### **5.3. Vision**

Wayside Schools participates in the vision insurance program provided through the Region 20 Education Service Center Cooperative. The plan is offered at no cost to full-time employees. Eligible part-time employees (less than 30 hours) may purchase insurance benefits through the school at cost. The employee's spouse and children are eligible for coverage for an additional cost to the employee.

### **5.4. Basic Life**

Wayside Schools participates in the basic life insurance program provided through the Region 20 Education Service Center Cooperative. The plan is offered at no cost to full-time employees. Eligible part-time employees (less than 30 hours) may purchase insurance benefits through the school at cost. The employee's spouse and children are eligible for coverage for an additional cost to the employee.

### **5.5. Teacher Retirement System of Texas**

Wayside Schools is required by the laws of the State of Texas to participate in the Teacher Retirement System of Texas in order to provide eligible employees with a monthly pension benefit upon retirement. All employees who work at least 15 hours per week are eligible to participate in the retirement plan. This minimum will apply if there is no full-time equivalent position. If there is a full-time equivalent, the position must be for one-half or more of the full-time equivalent. Participation in the plan begins on your date of hire.

The details regarding Wayside Schools and employee contributions, vesting, administration, and investments are provided in the Summary Plan Description, which was (if already participating) or will be (as a new teacher in this state) sent to you by the Teacher Retirement System of Texas.

## **5.6. Other Retirement Plans**

Wayside School employees may participate in an approved 403(b) program to supplement their retirement program through the TRS.

## **5.7. Additional Benefits**

Wayside Schools participates in a program provided through the Region 20 Education Service Center Cooperative that offers:

- 5.7.1. Disability Insurance
- 5.7.2. Life Insurance
- 5.7.3. 125 Cafeteria Plan
- 5.7.4. Pre-tax health costs card
- 5.7.5. Pre-Paid Legal
- 5.7.6. Other products such as short and long-term disability leave

Participation costs will be released annually. Additional coverage is available at the employee's expense. The employee's spouse and children are eligible for coverage for an additional cost to the employee.

## **6: WAGES & EXPENSES**

### **Expected Employee Conduct**

“Hourly” and “Annualized Hourly” employees are required to provide documentation of hours worked each pay period. This documentation can include:

- Clocking “In and Out” for each time event each day using Wayside Schools system.
- Completing a Wayside Schools timesheet and submitting to your supervisor for approval.

***Note: This will not change the procedure for most of our existing hourly employees.***

Please notify your Principal, or COM, if you are unclear on which form of documentation you are required to complete or where to deliver completed timesheet.

All time must be submitted to your supervisor the next working day after the work cycle ends. Late timesheets will be paid on the next regularly scheduled pay date.

### **6.1 Payday**

A work week is Monday at 12 midnight through Sunday at 11:59pm. Employees are paid based on the approved annual pay schedule, which is generally twice a month, on the 15<sup>th</sup> or prior business day and the last business day of the month.

### **6.2 Direct Deposit**

Direct deposit is Wayside Schools preferred method of payment for all employees paid by Wayside Schools. Direct deposit enables Wayside Schools to facilitate the distribution of pay to employees in a safe, secure, and timely manner. To enroll in direct deposit an employee must complete an Authorization for Direct Deposit electronically. All employees will be emailed a payroll stub that explains each deduction from their pay once the employee provides written consent for this on the Authorization for Direct Deposit.

### **6.3 Mistake in Payroll or Expense Reimbursement**

Employees are required to immediately notify their supervisor in the event of a suspected mistake in their payroll or expense reimbursement. Failure to report an overpayment in payroll or in an expense reimbursement may result in disciplinary action. Every effort will be made to correct the mistake in a timely manner.

### **6.4 Hours Worked: Exempt Employees**

All exempt employees who are compensated on a salary rather than hourly basis are paid their salary for all hours worked during the work week, regardless of the actual number of hours worked.

In accordance with applicable labor laws, Wayside Schools categorizes each staff member as exempt or non-exempt for purposes of federal wage and hour laws. Exempt staff members are, generally,

instructional staff, professional and administrative staff, in line with the regulations set forth by the FLSA. Wayside Schools pays exempt staff members on a salaried basis. They are expected to spend as much time on task as is required to perform their duties. Exempt staff members do not receive overtime pay, though they may receive other discretionary benefits in compensation for any time commitment required under exceptional circumstances.

## **6.5 Hours Worked: Non-Exempt Employees**

Non-exempt staff members are paid an hourly fixed wage, which in some cases may be annualized. Non-exempt staff members are entitled to receive extra pay for approved overtime work, in accordance with both the applicable law and Wayside School's overtime policy. No non-exempt staff member shall be required to work for seven and one-half or more consecutive hours without a period of at least thirty consecutive minutes for a meal, or alternatively, for six or more consecutive hours without a period of at least twenty consecutive minutes for a meal. Such period shall be given at some time after the first two hours of work and before the last two hours.

A non-exempt employee is entitled to overtime pay. This overtime pay, under the Fair Labor Standard Act ("FLSA"), is equal to time and one-half the "regular rate" of pay for each hour actually worked over the applicable FLSA overtime threshold in the applicable FLSA work period.

Non-exempt employees will be paid at the rate of 1.5 times their regular hourly rate of pay for all time worked in excess of 40 hours in any one workweek. Overtime is never at the employee's discretion. An employee may work overtime only after receiving authorization from the employee's supervisor. Working overtime without prior authorization may result in disciplinary action.

A non-exempt employee is never permitted to work "off the clock". While all hours will be compensated appropriately, an employee's failure to report hours accurately whether too low or too high is cause for disciplinary action. Employees should immediately report to the Director of Staff and Scholar Services any effort by a supervisor to participate, encourage, or even permit an employee to work "off the clock" in violation of this overtime provision.

## **6.6 Time and Effort Reporting**

Wayside Schools requires time and effort reports on all staff and faculty paid by a federal grant, whether for base or hourly pay or for extra duty or stipend awards. Employees are responsible for accurately reporting their time and to report any error in recording their time to their supervisor.

## **6.7 Travel and Other Expense Reimbursements**

Before an employee incurs an expense related to Wayside Schools business, the employee must submit a request form for approval to his/her principal/supervisor through the district's online Purchase Order system.

Reimbursement Form – Written authorization to be reimbursed for all expenditures must be obtained prior to spending money. The reimbursement form must be completed in full and submitted within 30 days of the purchase. Wayside Schools DOES NOT reimburse sales taxes. Sale tax exemption forms are available in the school offices.

Mileage Reimbursement - The Internal Revenue Service guidelines will be used to determine the reimbursement rate for mileage. Those rates can be found at: <http://www.gsa.gov/portal/category/21287>.

Hotel and Meals Reimbursement - Employees should select moderately priced lodging convenient to their destination to minimize time and expense. Wayside Schools will use the U.S. General Services Administration to determine the prevailing rate for hotels and meals in the city traveled. Those rates can be found at: <http://www.gsa.gov/portal/category/21287>. If the actual cost of hotels or meals is less than the prevailing rates, Wayside Schools will reimburse the less of the two.

Travel expenses from approved travel must be itemized and detailed on the Wayside Schools travel expense voucher. To be reimbursed, all original receipts for travel expenses must be included with the reimbursement form and submitted to the employee's supervisor. Additionally, Wayside Schools will not reimburse any purchases which include alcoholic purchases on the same receipt.

*\* Details related to this policy are available in Wayside Schools Reimbursement Policies located on the Network Document Repository.*

## **6.8 Deductions in Pay**

Wayside Schools will only deduct wages from an employee's pay under circumstances that are allowable under state and federal law. Additionally, any wages that an employee has requested and authorized in writing will be deducted. If there is a deduction that has been made that the employee believes is in error, the employee should immediately contact the payroll coordinator. Retaliation against an employee who has questioned what he/she believes may be an incorrect deduction in pay is prohibited.

Court-ordered deductions, such as child support or wage garnishments may be made from your check. The payroll coordinator will notify employees if a court-ordered deduction has been received.

Employees are required to return all property issued to them during their employment. If any property is lost, stolen, or damaged, the employee is personally responsible for all cost associated with its repair or replacement. Wayside Schools retains the right to withhold the replacement cost of lost, stolen, or damaged property from an employee's paycheck.

## **6.9 Twelve Month Pay Election**

Employees who work less than 12 months per year may be paid over 12 months. This is called "annualized compensation". Annualized compensation gives you income during the summer months and makes it easy to pay your summer benefit premiums. Due to IRS regulations, you must make a written election that is irrevocable. As with any income tax matter, please contact your personal tax counselor if you have any questions.

## **6.10 Computing Pay**

Wayside Schools computes exempt employees' pay by one of two different methods, depending upon whether the position is Instructional or Non-Instructional.

Exempt, Instructional Employees

An Instructional employee in this category is one who is a Teacher, Coach, or any other professional whose primary duty is to directly instruct students.

Wayside Schools determines an annual salary, spread equally over 12 payments (known as annualized pay) for those in this position. This annual salary is determined by a required number of days worked (known as duty calendar) multiplied by a daily rate of pay. **For those who work less than the total of all days on the assigned duty calendar (late-year hires or early separation from employment), pay calculations will be reduced proportionally to reflect the daily rate multiplied by actual number of days worked.**

For example, should you terminate employment during the school year, your daily rate of pay will be calculated and multiplied times the actual number of days you have worked in order to compute the amount of compensation that is owed to or due from you at the time of your departure.

Employees are responsible for reimbursing Wayside Schools for any overpayment in the instance that payoff calculation reveals more has been paid out than has been earned, based on the calculation practice described here.

The following is an example:

A teacher only works for 90 days of the 187 days on her duty calendar, because she ends employment with Wayside in January. Her annual salary is \$45,000.00. Her daily rate is \$240.64, which was calculated from 45,000/187.

Because she only worked 90 days, she really earned \$21,657.60 for the year, which was calculated from  $90 \times \$240.64$

The true total earnings of \$21,657.60 will now be compared to how much the Employee has been paid already for this school year, to date. The difference will either be paid out to the teacher if it is found that she has been paid less than \$21,657.60 to date, or the teacher will need to reimburse Wayside Schools if it is found that she has been paid more than the \$21,657.60 already.

#### Exempt, Non-Instructional Employees

A Non-Instructional employee in this category is one who meets the FLSA classification of exempt based on salary and duties, but whose duties are not to directly instruct students.

Wayside Schools determines an annual salary, spread equally over 12 payments (known as annualized pay) for those in this position. While those in this position are required to work a minimum number of days annually, the salary is not impacted by any daily rate of pay. **Per FLSA guidelines, prorations or adjustments in pay for mid-year hires and early separations will apply to only the work weeks affected.** All other weeks of employment will be paid at equal rates, regardless of the number of days or hours actually worked in any pay period.

The following is an example:

An administrator is hired on July 1. They work only until November when they decide to separate from Wayside Schools. Their last day of employment is November 15<sup>th</sup>, which is a Thursday.

This administrator's annual salary is \$81,000, paid over 12 months, once monthly at \$6,750.

In July, August, Sept, and Oct, they were paid \$6,750 each of those months. In November, their pay will be prorated for the days worked the week of November 15<sup>th</sup>, and the weeks missed beyond that. In this case,

we must look at the administrator's pay per week - \$81,000 divided by 52 weeks in a year = \$1557.69 per week.

In this case, 4 of the 5 days are worked the week of the 15<sup>th</sup>, so 4/5 of the weekly pay is earned.  $1/5$  of \$1557.69 = \$311.54. That amount will be deducted from the final, pay-off check, as it covers the day not worked during the week of the 15<sup>th</sup>. Also, two full weeks of pay follow the 15<sup>th</sup>, both of which are deducted as the employee termed prior.

The final calculation is \$6,750 minus 311.54 minus 1557.69 minus 1557.69 = \$3323.08 ← That is the final check amount

## **6.11 Service Records**

Instructional staff of Wayside Schools are paid based on a salary scale in line with years of creditable service. Upon hire, each employee with credible years of service must submit an official service record in order to receive aligned compensation. Until the employee has submitted their complete service record, compensation will reflect a salary in line with either 0 years of service, or the number of years that can be verified at the time of hire.

Employees have until October 31 to provide Wayside Schools with their complete service record in order to receive adjusted compensation reflective of the verifiable years of service. This adjustment will be made to the paycheck directly following the time that the service record was provided, not retroactively.

If the service record is provided to Wayside Schools on or after November 1, the salary will not be adjusted and will remain a reflection of 0 years of service, or the number of years that can be verified, until the following school year, at which time it will be adjusted to scale.

## **6.12 Stipends and Extra Duty Pay**

### **Stipends**

Stipends are payments to the employee for extra work (separate from primary job) done over the course of the school year. These might be for Bilingual Certification, Team Lead, Department Chair, or other stipends the district identifies.

Stipends are paid based on the following:

- Teacher must be certified in Texas
- Enrollment in an Alternative Certification Program is not considered as being certified
- Employee must work the entire school year in the position identified as being eligible for stipend
- Payment of stipends is at the end of the school year, typically in May.

### **Extra Duty Pay**

Extra Duty Pay is payment to the employee for working additional days beyond regular teacher duty days. This could range from 5-15 additional days, to be determined by the supervisor.

Extra Duty Pay is annualized over the employees pay for the entire school year.

### **6.13 Position Addition/Change Form**

In the event a position change is desired, the supervisor of the position must complete and submit a "Position Addition / Change Form" which can be accessed by requesting it from the Director of Staff and Scholar Services. This form will address the following types of changes:

- Transfer to new position
- Change in job duties/description
- Change in job title
- Change in account coding
- Change in department
- Change in compensation
- Change in number of duty days

Once submitted by the supervisor, this form must go through multiple levels of approval prior to being formally approved. All approved requests will be communicated by the Director of Staff and Scholar Services.

All **approved** personnel changes are routed electronically through HROS, where signature is required of Wayside administrative representatives and of the employee for processing to occur. These changes may also encompass:

1. Update W4, direct deposit account, address, etc.
2. Other miscellaneous changes to employee record, role or payroll



## **7: NON-DISCRIMINATION & ANTI-HARASSMENT**

### **7.1 Non-Discrimination**

Wayside Schools is committed to honor the laws that prohibit discrimination based upon an applicant or employee's race, color, religion, sex, sexual orientation, gender identity, age, disability, national origin, citizenship/immigration status, veteran status or any other protected status. Employees are prohibited from discriminating against other employees, against applicants, or against students based upon the aforementioned protected classes.

### **7.2 Americans with Disabilities Act (ADA)**

The Americans with Disabilities Act of 1990 seeks to eliminate discrimination against individuals with disabilities in the areas of employment, transportation and public accommodations. ADA prohibits employers from excluding people from jobs, services, activities or benefits based on their disabilities.

**The ADA defines disability with respect to an individual as:**

- A physical or mental impairment that substantially limits one or more major life activities of such individual;
- A record of such an impairment; or
- Being regarded as having such an impairment.

**It also defines:**

- A qualified individual with a disability as one who possesses the requisite skills, education, experience and training for a position, and who can, with or without reasonable accommodations, perform the essential functions of the position the individual desires or holds.
- A substantial limitation as an impairment that prevents the performance of a major life activity that the average person in the general population can perform; or a significant restriction as to the condition, manner or duration under which an individual can perform a particular major life activity as compared to the average person in the general population.
- A reasonable accommodation as a modification or adjustment to the job application process or the work environment that enables a qualified person with a disability to be considered for a position, or enjoy the same benefits and privileges of employment as are enjoyed by similarly situated employees without disabilities.

**Major life activities include:**

Walking, Seeing, Speaking, Hearing, Breathing, Learning, Performing manual tasks, Caring for one's self, Working, Eating, Sleeping, Standing, Lifting, Bending, Reading, Concentrating, Thinking

**Major Bodily Functions:**

Functioning of immune system, Normal cell growth, Digestive, Bowel, Bladder, Neurological, Brain, Respiratory, Circulatory, Endocrine, Reproductive, Communicating

**Procedures for Requesting ADA Accommodations**

Employees can initiate the accommodation process by requesting an accommodation for a disability to the Human Resources Department. If you believe you have a qualifying disability and are seeking accommodations in the workplace to enable you to perform your essential job functions, you should contact the Wayside Human Resources Department at [hr@waysideschools.org](mailto:hr@waysideschools.org).

**Please note:**

Having a medical condition alone is not enough to make an employee eligible for accommodations under the American with Disabilities Act Amendment Act of 2008 (ADAAA).

Wayside Schools reserves the right to obtain an independent medical opinion concerning the impairment for which an employee seeks an accommodation at District expense.

**7.3 Anti-Harassment**

Wayside Schools is committed to creating and maintaining a work environment free of all forms of unlawful harassment. Employees are prohibited from engaging in all forms of unlawful harassment, including harassment based on race, sex, religion, national origin, disability, age, genetic information, veteran status, sexual orientation, and any other protected class status.

Harassment based on any of the aforementioned protected classes may include, but is not limited to, many different types of actions: verbal (e.g. derogatory comment), physical (e.g. assault), or visual (e.g. internet materials). Sexual harassment does not have to be of a sexual nature, however, and can include offensive remarks about a person's sex. Both victim and harasser can be either a woman or a man, and the victim and harasser can be the same sex. The harasser can be the victim's supervisor, a supervisor in another area, a co-worker, or someone who is not an employee of the employer.

**7.4 Reporting Discrimination and/or Harassment**

This section applies to both incidents of harassment and discrimination.

Employees can raise concerns and make reports without fear of reprisal. Employees with questions or concerns relating to equal employment opportunity, including discrimination and disability accommodations, are encouraged to bring these issues to the attention of a school administrator, or one of the compliance coordinators designated below.

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

Wayside has designated the following person as the Title IX Coordinator, who is responsible for receiving and overseeing investigations of alleged discrimination on the basis of sex, including sexual harassment: Elizabeth Guzman, 6215 Menchaca Rd, Austin, TX 78745, 512.220.9100, [elizabethguzman@waysideschools.org](mailto:elizabethguzman@waysideschools.org).

Wayside has designated the following person as the ADA / Section 504 Coordinator, who is responsible for receiving and investigating complaints of alleged discrimination or harassment on the basis of disability: Elizabeth Guzman, 6215 Menchaca Rd, Austin, TX 78745, 512.220.9100, [elizabethguzman@waysideschools.org](mailto:elizabethguzman@waysideschools.org).

Wayside has designated the following person as the Title VII/ADEA Coordinator, who is responsible for receiving and investigating complaints of alleged discrimination or harassment on the basis race, color, religion, gender, sex, national origin, or age: Elizabeth Guzman, 6215 Menchaca Rd, Austin, TX 78745, 512.220.9100, [elizabethguzman@waysideschools.org](mailto:elizabethguzman@waysideschools.org).

All other complaints regarding equal employment opportunity may be directed to: Elizabeth Guzman, 6215 Menchaca Rd, Austin, TX 78745, 512.220.9100, [elizabethguzman@waysideschools.org](mailto:elizabethguzman@waysideschools.org).

### **Prohibition of Discrimination, Harassment, and Retaliation**

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

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

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

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

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

### **Retaliation**

Wayside strictly prohibits retaliation against a student, parent, or an employee who in good faith reports or complains about discrimination, harassment, or other prohibited conduct, or who serves as a witness or otherwise participates in an investigation. Employees who take part in any retaliatory action will be subject to discipline, up to

and including termination. Retaliation may include, but is not limited to: demotion, denial of promotion, poor performance appraisals, transfer, and assignment of demeaning tasks or taking any kind of adverse actions against a person who complains about discrimination or harassment.

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

### ***Reporting Procedures***

An employee who believes that he or she has experienced prohibited discrimination or harassment, retaliation, or believes that another employee has experienced such prohibited conduct, should follow the reporting standards below.

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

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

### ***Sexual Harassment Prohibited***

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

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

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

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

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

### ***General Definitions***

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

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

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

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

### ***Reporting Sexual Harassment***

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

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

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

### ***Notice of Allegations***

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

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

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

### ***Grievance Process***

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

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

- Wayside will require an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence – and credibility determinations may not be based on a person’s status as a complainant, respondent, or witness.
- Any individual designated by Imagine as a Title IX Coordinator, investigator, decision-maker, or to facilitate an informal resolution process must not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or responsible. Wayside will ensure that Title IX Coordinators, investigators, decision-makers, and anyone who facilitates an informal resolution process receive appropriate training related to the requirements of Title IX and Wayside’s sexual harassment policy.
- Wayside recognizes a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process.
- Wayside shall attempt to complete an investigation of reported sexual harassment within 60 calendar days of receiving a complaint. However, the investigation process may be delayed or extended for a limited time for good cause with written notice to the complainant and the respondent of the delay or extension. Good cause may include considerations such as absence of a party, a party’s advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.
- Students found to have engaged in sexual harassment are subject to disciplinary action as outlined in the School’s Student Code of Conduct. Employees found to have engaged in sexual harassment are subject to disciplinary action as outlined in the Employee Handbook.
- Wayside shall employ the preponderance of the evidence standard to determine responsibility when reviewing formal complaints.
- Wayside may not require, allow, rely upon, or otherwise use questions of evidence that constitute, or seek disclosure, of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

### ***Consolidating Formal Complaints***

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

### ***Dismissal of Formal Complaints***

Wayside must investigate the allegations in a formal complaint.

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

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

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

- A complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the

formal complaint or any allegations therein;

- The respondent is no longer enrolled or employed by Wayside or
- Specific circumstances prevent Wayside from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

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

### ***Investigating Formal Complaints***

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

- Wayside will ensure the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on Wayside and not on the parties.
- Wayside cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless Wayside receives that party's voluntary, written consent to do so.
- Wayside will provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.
- Wayside will not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.
- Wayside will provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisory of their choice, and not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding. Wayside may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties.
- Wayside will provide to a party whose participation is invited or expected written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings with sufficient time for the party to prepare to participate.
- Wayside will provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the recipient does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation.
- Prior to completing an investigative report, Wayside must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 calendar days to submit a written response, which the investigator will consider prior to completing the investigative report.
- Wayside must create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to a determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for review and written response.
- After sending the investigative report to the parties and before reaching a determination of responsibility, the decision-maker(s) must afford each party the opportunity to submit written relevant questions that a party wants asked of any witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual

predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

### ***Determination Regarding Responsibility***

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

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

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

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

### ***Appeals***

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

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

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

The decision-maker(s) for the appeal will issue a written decision, based on the preponderance of the evidence



standard, describing the result of the appeal and the rationale for the result, and provide the written decision simultaneously to both parties.

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

### ***Emergency Removals***

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

### ***Informal Resolution***

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

Prior to facilitating an informal resolution process, Wayside must:

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

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

### ***Retaliation Prohibited***

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

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

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

### ***Confidentiality***

Wayside must keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any

complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by FERPA or as required by law, or for purposes related to the conduct of any investigation, hearing, or judicial proceeding arising under the Title IX regulations.

### ***Non-Sexual Harassment Sex Discrimination***

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

## **Employee Complaints and Grievances Regarding Harassment and Discrimination**

**\*\*NOTE\*\*** Wayside’s process for handling formal complaints regarding sexual harassment is discussed in the “Sexual Harassment Prohibited” portion of the Employee Handbook.

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

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

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

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

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

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

The investigation may consist of personal interviews with the person making the report, the person against whom

the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

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

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

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

An employee who is dissatisfied with the outcome of the investigation may appeal through the School's general employee grievance process, beginning at the level of Superintendent review.

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

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

## **7.5. Reporting Student Bullying**

All employees are required to report student complaints of bullying to the Principal or other appropriate administrator. Bullying means a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that (1) has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property, (2) is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student, (3) materially and substantially disrupts the educational process or the orderly operation of a classroom or school, or (4) infringes on the rights of the victim at school. The definition of bullying includes "cyberbullying." Cyberbullying means bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an Internet website, or any other Internet-based communication tool.

Employees who observe students engaged in bullying, or who suspect that a student has engaged in or is the victim of bullying, must report the fact or suspicion to the Principal or other appropriate administrator. The Principal, or other appropriate administrator, shall conduct an investigation into the allegations.

The Principal, or the Principal's designee, may make a report to the local police department (or if the school is not in a municipality to the county sheriff), if after an investigation is completed, the Principal has reasonable grounds to believe that a student engaged in conduct that constitutes the offense of Assault, as defined in Section 22.01 of the Texas Penal Code, or Harassment, as defined in Section 42.07 of the Texas Penal Code.

## **7.6 Service and Emotional Support Animals**

Service animals, emotional support animals, and therapy animals are permitted to accompany individuals with a disability to public events or within public areas of the district, consistent with the Americans with Disabilities Act. This policy serves to establish procedures for the use of service animals at Wayside Schools.

The purpose of this policy is to establish procedures for the use of service animals by students, employees, and visitors within school buildings and on school grounds.

### **DEFINITIONS**

#### *A. Service Animal*

Service Animal means any dog (regardless of breed or size) or miniature horse that is individually trained to do work or perform "work or tasks" for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

Service animals are working animals that perform valuable functions; they are not pets. Service animals do not include wild animals, farm animals and rodents and animals whose sole function is to provide emotional support, comfort, therapy, companionship, therapeutic benefits, or to promote emotional well-being. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for purposes of this definition.

#### *B. Emotional Support Animal (ESA)*

An "emotional support animal" or "comfort animal" is an animal that is necessary to afford the person with a qualifying disability an equal opportunity to thrive in their educational experience. The emotional support animal may provide physical assistance, emotional support, calming, stability, and other kinds of assistance. Under the Americans with Disabilities Act, emotional support animals do not perform tasks that would qualify them as service animals. Unlike a service animal, an emotional support animal does not assist a person with a disability with activities of daily living, nor does it accompany a person with a disability at all times.

Despite all the therapeutic benefits that ESAs are known for, schools and colleges are still not obligated to allow emotional support dogs by the federal law. However, Wayside Schools realizes the importance of emotional support animals in certain circumstances and therefore allows them to be part of qualifying students' lives.

#### *C. Handler*

A "handler" is an individual with a disability who is accompanied by a service animal or a trainer who is accompanied by a service animal. For purposes of this policy, the terms "handler" and "individual with a disability" may be used interchangeably.

#### *D. Work or Tasks*

1. Work or tasks are those tasks performed by a Service Animal. The "work or tasks" must be directly related to the handler's disability.
2. Examples of work or tasks include, but are not limited to:
  - Assisting individuals who are blind or have low vision with navigation and other tasks;
  - Alerting individuals who are deaf or hard of hearing to the presence of people or sounds;
  - Providing non-violent protection or rescue work;
  - Pulling a wheelchair;
  - Assisting an individual during a seizure;
  - Alerting individuals to the presence of allergens;
  - Retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities; and
  - Helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.
3. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition.

#### *E. Trainer*

A "trainer" is a person who is training a service animal and is affiliated with a recognized training program for service animals.

### **ACCESS TO PROGRAMS AND ACTIVITIES; PERMITTED INQUIRIES**

A. Prior to bringing a service animal on district property, facilities, or vehicles, the parent/guardian of a student with a disability or the employee will be asked to meet with a planning team to prepare for effective integration of the service animal into the school environment. This meeting will allow for planning regarding schedules, transportation, student instructional day and extracurricular activities, as well as a communication plan to the school community in preparation for the service animal. In addition, the parent/guardian or employee will be asked to review the district's Service Animal Policy and to complete the **Service Animal Registration/ Agreement Form** to verify their understanding of Administrative Procedures.

B. In general, handlers (i.e. individuals with disabilities) or trainers are permitted to be accompanied by their service animals in all areas of school district properties where members of the public, students, and employees are allowed to go. A handler has the right to be accompanied by a service animal whenever and to the same extent that the handler has the right:

1. to be present on school district property or in school district facilities;
2. to attend or participate in a school sponsored event, activity, or program; or
3. to be transported in a vehicle that is operated by or on behalf of the school district.

C. When an individual with a disability brings a service animal to a school district property, school district employees shall not ask about the nature or extent of a person's disability, but may make the following two inquiries to determine whether the animal qualifies as a service animal:

1. If the animal is required because of a disability; and
2. What work or tasks the animal has been trained to perform.

D. School district employees shall not make these inquiries of an individual with a disability bringing a service animal to school district property when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability.

E. An individual with a disability may be required to provide documentation such as proof that the animal has been certified, trained, or licensed as a service animal.

## **REQUIREMENTS FOR ALL SERVICE ANIMALS**

1. A service animal must be under the control of its handler.
2. The service animal must be individually trained and certified to do work or tasks for the benefit of the individual with a disability.
3. A service animal must have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means).
4. The service animal must be housebroken.
5. The service animal must be properly and currently vaccinated.

## **CARE OF, AND RESPONSIBILITY FOR, SERVICE ANIMALS; LIABILITY**

A. The handler is solely responsible for the care and supervision of the service animal including, but not limited to, feeding, watering, cleaning, toileting, clean up and stain removal.

B. The district is not responsible for providing a staff member to walk the service animal or to provide any other care or assistance to the animal. Neither the school district nor its staff will assume such responsibilities. In the case of a young child or a student with disabilities who is unable to care for or supervise his or her service animal, the parent is responsible for providing care and supervision of the animal. Issues related to the care and supervision of service animals will be addressed on a case-by-case basis at the discretion of the building administrator.

C. Individuals with disabilities who are assisted by service animals are responsible for providing the supplies and equipment needed by the service animal.

D. Owners of service animals are liable for any harm or injury caused by the service animal to other students, staff, visitors and/or property.

## **REMOVAL OR EXCLUSION OF A SERVICE ANIMAL**

A. A school official may require a handler to remove a service animal from school district property, a school building or a school-sponsored program or activity, if:

1. The service animal is out of control and the handler does not take effective action to control it;
2. The service animal is not housebroken;
3. The presence of the animal would fundamentally alter the nature of a service, program or activity;
4. The service animal poses a direct threat to the health and safety of others that cannot be eliminated by reasonable modifications, or
5. The handler fails to submit proof of current vaccinations and immunizations of the service animal.

B. If the service animal is properly excluded, the school district shall give the individual with a disability the opportunity to participate in the service, program or activity without the service animal, unless such individual has violated a law or school rule or regulation that would warrant the removal of the individual.

#### **ADDITIONAL LIMITATIONS FOR MINIATURE HORSES**

A. In assessing whether a miniature horse may be permitted in a school building or on school grounds as a service animal, the following factors shall be considered:

1. The type, size and weight of the miniature horse and whether the facility can accommodate these features;
2. Whether the handler has sufficient control of the miniature horse;
3. Whether the miniature horse is housebroken;
4. Whether the miniature horse's presence in a specific building or on school grounds compromises legitimate safety requirements that are necessary for safe operation; and
5. Whether the miniature horse's presence is contrary to any other provision of this policy.

#### **ALLERGIES; FEAR OF ANIMALS**

If a student or employee notifies the school district that he or she is allergic to a service animal, the school district will balance the rights of the individuals involved. In general, allergies that are not life threatening are not a valid reason for prohibiting the presence of a service animal. Fear of animals is generally not a valid reason for prohibiting the presence of a service animal.

#### **ANIMALS FOR STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAM PLANS/INDIVIDUAL FAMILY SERVICE PLANS OR SECTION 504 PLANS, RE. Emotional Support Animals**

If a student on an Individualized Education Program Plan/Individual Family Service Plan or a student with a Section 504 plan seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the student's IEP Team or Section 504 Team, as appropriate, to determine whether the animal is necessary for the student to receive a free appropriate public education ("FAPE").

#### **Requesting Accommodation for an Emotional Support/Comfort/Therapy Animal**

A person desiring the assistance of an emotional support/comfort/therapy animal must first provide verification that she or he has a qualifying disability and that the animal is needed for the use. The person's health care provider, who is familiar with the professional literature concerning the assistive and/or therapeutic benefits of assistance animals for people with disabilities, must submit a signed letter on professional letterhead, expressing the following:

1. The provider's diagnosis of the person's condition.
2. The provider's opinion that the condition qualifies as a disability under federal law, including the major life activities which are substantially limited by the disability.
3. Any additional rationale or statement Wayside Schools may reasonably need to understand the basis for the professional opinion.
4. The provider must give her/his professional opinion of how the person's documented disability relates to the necessity of the animal's presence on campus.
6. The provider's description of what function(s) the animal will specifically provide.

Examples of a "health care provider" may be a therapist/counselor, psychologist, psychiatrist, primary care doctor, or nurse. However, other health care providers may be qualified to provide documentation for the person's disability and need for an emotional support animal.

**In addition** to the above documentation from a health care provider, the person must provide the following documentation before being considered for the accommodation of an emotional support animal.

1. Record of License & Registration as ESA
2. Record of up-to-date Vaccinations
3. Record of current Veterinarian Clean Bill of Health
4. Signed Statement of Acknowledgement of this policy
5. Wayside Schools Service Animal Registration Agreement

Wayside Administration will review documentation and, if it is determined that a qualifying disability exists, a member of the administrative team shall meet with the person requesting the emotional support animal. This policy will be carefully reviewed with the person at that time and an interactive dialogue will take place to determine whether or not the animal is a reasonable accommodation, considering alternative accommodations and the impact of the animal at Wayside Schools.

If the accommodation of an emotional support/comfort animal cannot be granted, Wayside Schools will make every reasonable effort to find ways to assist the student in her/his academic progress.

### **SERVICE ANIMALS FOR EMPLOYEES**

Use of a service animal by a school district employee who is a qualified individual with a disability will be allowed when such use is necessary to enable the employee to perform the essential functions of his or her position or to enjoy the benefits of employment in a manner comparable to those similarly situated non-disabled employees.



## **8: EMPLOYMENT STANDARDS**

### **8.1. Expected Employee Conduct**

All employees are expected to:

- Meet established expectations of job performance;
- Comply with attendance policies;
- Be responsible in the performance of job duties;
- Be efficient;
- Respect the personal and property rights of all individuals one comes in contact with during the course of Wayside Schools business;
- Follow job instructions;
- Maintain a courteous and professional demeanor; and
- Communicate with parents effectively and timely.

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

### **8.2. Violence in the Workplace**

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

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

Any employee who receives a protective or restraining order that lists Wayside Schools or any campus thereof as a protected area is required to provide the Chief Operations Officer and campus Principal with a copy of the order and information requested by Wayside Schools to identify the individual subject to the order.

### **8.3. Drug-Free Workplace**

Wayside Schools is committed to maintaining a drug-free work environment and each employee is responsible for the maintenance of such an environment. The unlawful manufacturing, distribution, possession, or use of a controlled substance (*i.e.*, drugs) and/or the use of alcohol or tobacco in the workplace, or while conducting Wayside Schools business, are prohibited.

Additionally, an employee must notify Wayside Schools of any criminal drug statute conviction for a violation occurring in the workplace, or while conducting Wayside Schools business, no later than five days after such conviction. A report of a conviction must be made to the Chief Operations Officer. Violation of this policy may lead to disciplinary action, up to and including discharge.

Wayside Schools may ask an employee to participate in a drug or alcohol test whenever it reasonably believes that the employee may be under the influence of drugs or alcohol at the workplace in violation of this Drug-Free Workplace policy. Circumstances requiring testing include, but are not limited to the following: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity; unusual, bizarre or erratic conduct that suggests the employee is impaired by, or under the influence of drugs or alcohol; or an on-the-job accident or injury under circumstances that suggest the possible use or influence of drugs or alcohol.

Nothing in this policy prohibits, or in any way limits, the lawful use of prescription or nonprescription drugs; however, an employee must inform his/her immediate supervisor if he/she is using a prescription or nonprescription drug that could impair work performance or pose a risk of harm to the employee, to others, or to property. It is the employee's responsibility to determine from his or her physician(s) if the medication can impair work performance or pose such a risk. If the lawful use of lawful prescription or nonprescription drugs does limit or otherwise impair the employee's ability to perform the essential functions of his or her position or otherwise creates a safety risk, the Chief Operations Officer will meet with the employee to determine whether a reasonable accommodation is available.

#### **8.4. Suspicious Behavior**

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

#### **8.5. Former Employees**

Former employees may not enter areas that are not open to the public after they are no longer employed by Wayside Schools unless accompanied by a current school employee.

#### **8.6. Employee Dress Code**

Employee dress should be neat, clean and appropriate for a professional appearance. Shoes or dress sandals must be worn at all times. House shoes (e.g. slippers) and flip-flops are not permitted. Denim jeans are allowed on Fridays as long as the jeans are free of holes and frays. If an employee is unsure of the appropriateness of a particular item of clothing, the employee should choose not to wear it.

An administrator may require an employee to cover tattoos and/or remove facial jewelry. Additionally, because it is difficult to establish a specific dress standard, a Wayside Schools administrator may require an employee to change their dress if in the supervisor's best judgment the dress is inappropriate.

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

#### **8.7. Outside Employment**

Employees of Wayside Schools may seek outside employment. Any outside employment that is related to

our core business of education should be immediately disclosed to and approved by the employee's supervisor. In most circumstances such outside employment will be permitted by Wayside Schools; however, Wayside Schools retains the right to review and evaluate each situation on an individual basis to ensure a conflict of interest does not exist. Under no circumstances may the property of Wayside Schools be used to further an outside employment opportunity.

#### **8.8. Employee Monitoring**

Employees do not have an expectation of privacy in any work areas (*e.g.*, offices, desks, file cabinets, etc.) or at any Wayside Schools property, either owned or leased. Work areas and Wayside Schools property are subject to search at any time. Any of the following may be monitored if they occur during business hours and/or on school property: phone calls, voicemail, e-mail, and internet activity.

#### **8.9. Audio and Video Recordings**

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

#### **8.10. Communication Mechanisms**

Wayside Schools has established several mechanisms for employees to receive timely communications. Please make sure that you check the different modes of communication at least 1-2 times per day.

Mailboxes – Phone messages, memos, or other correspondence will be used to disseminate hard copy communications to faculty and staff.

Email Accounts – Each employee will be assigned an email address to send and receive communications from the school community. Employees must follow district protocol for emails.

Telephones – Each classroom is equipped with a telephone for making and receiving phone calls and voice mails. Phone calls, on the school phone or personal cellular phones, should be minimal during instructional periods.

Texting – Texting school business on personal or school provided devices is discouraged. All texts regarding school business are subject to open records requests.

#### **8.11. Workplace Investigations**

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

#### **8.12. Personnel Files/Updating Information**

Personnel files will be maintained by Wayside Schools. Employees are required to regularly update the

items below, which can be accomplished by contacting [hr@waysideschools.org](mailto:hr@waysideschools.org):

- A change in home address or telephone number;
  - A change in marital status or in the number of dependents;
  - A change of insurance beneficiary;
  - A change in the number of exemptions claimed for income tax purposes (W4);
  - The driving record or status of an employee's driver's license, if the employee operates any Wayside Schools vehicle or operates his or her own vehicle for work-related duties, not including driving to and from work;
  - A legal change of name (copy of new Social Security card);
  - The Public Information Act form indicating whether certain personal information may be released to the public;
- 
- Training certificates; or
  - Professional licenses and all changes in the status of held licenses.

### **8.13. Allowable Uses of Wayside Schools Property**

Employees may use Wayside Schools property only for purposes consistent with applicable law and to implement a program that is described in Wayside Schools charter.

Employees of Wayside Schools may use local telephone service, cellular phones, electronic mail, and Internet connections, for incidental personal use under the following conditions:

Such incidental personal use must not result in any direct cost paid with school funds. If this does happen, the employee who caused the direct cost to be incurred by Wayside Schools must reimburse Wayside Schools.

Further, the following restrictions apply:

- Such incidental personal use must not impede the functions of Wayside Schools or any of its schools campuses;
- The use of Wayside Schools property for private commercial purposes is strictly prohibited; and
- Only incidental amounts of an employee's time for personal matters, comparable to reasonable coffee breaks during the day, are authorized under this section.

An employee may be required to compensate Wayside Schools for any damage and/or destruction the employee causes to Wayside Schools property.

A violation(s) of this section may result in disciplinary action, up to and including discharge.

### **8.14. Computer & Internet Use**

Wayside Schools provides its full-time staff with a laptop for use in school and at home.

If applicable, you will also receive classroom sets of tablets or laptops that you will manage as part of your

day-to-day classroom management routine.

All this equipment is on loan to you for the duration of your employment with Wayside Schools and must be used according to the Network's Technology Acceptable Use Policy and Guidelines, below. Use of these devices, as well as access to the computer network, the Internet and email is a privilege and not a right. These items are provided for educational purposes only and are intended to support the learning objectives of Wayside Schools. Your use of these technologies is monitored at all times on the district network.

## **Terms and Conditions**

### **User Responsibilities**

1. Wayside Schools strongly recommends that teachers purchase a carrying case or protective cover for their laptop to prevent scratches, dents, or damage to major parts of the computer.
2. Wayside Schools is not responsible for damaged or stolen equipment.  
This also applies to equipment used within the classroom. Tablets and laptops must be used under constant supervision, in a responsible and orderly manner. Should the teacher (or assisting staff) need to step away from the classroom and leave the equipment unattended, campus leadership strongly recommends locking the door.  
The user who signs this agreement will be personally responsible for all cost associated with any repair or replacement.
3. When transporting the laptop, always be sure it is placed in a carrying case, and the case is fully closed. No other items shall be placed into the carrying case.
4. You are expected to treat these devices with care and respect. They are the property of Wayside Schools, and should be kept clean and free of marks at all times. Placing stickers, writing or drawing on, engraving or otherwise defacing the devices is not allowed and will result in loss of privileges.
5. It is not recommended to use the laptop while being transported. The computer contains mechanical parts that could suffer from any minor shock inflicted during movement. It should preferably be used while they are on a flat, stable surface such as a table. Laptops can be fragile, and if they are dropped they may break.
6. Whenever possible, it is strongly recommended to turn the computer off. In addition, computers should not be placed on or under soft items such as pillows, chairs or sofa cushions, or blankets. This will cause the computer to overheat, and could result in damage.
7. The laptop should be preserved from extreme heat or cold. It should never be left in a car, even if the car is locked.
8. Computers should be protected from the weather, water or other liquid, food, and pets. Users should never eat or drink while using their computer, or use their laptop near others who are eating and drinking.
9. All devices are subject to constant monitoring by Wayside Schools. They must be surrendered immediately upon request by any member of the Leadership Team.
10. Users in breach of Wayside Schools' Acceptable Use Policy for Technology may be subject to - but not limited to - disciplinary action, confiscation, removal of content or referral to external agencies in the event of illegal activity.
11. Wayside Schools is not responsible for the financial or other loss of any personal files that may be

deleted from managed devices.

### **Unacceptable Use**

1. Accessing Inappropriate Materials – All material on technology equipment must adhere to Wayside Schools' Acceptable Use Policy for Technology. Users are not allowed to send, access, upload, download or distribute offensive, threatening, pornographic, obscene, or sexually explicit materials.
2. Illegal Activities – Use of the school's Internet/e-mail accounts for financial or commercial gain or any illegal activity.
3. Copyrights Violation – Users will not load any illegally downloaded digital media onto the computer.
4. Cameras – Users must use good judgment when using the camera. The user agrees that the camera will not be used to take inappropriate, illicit or sexually explicit photographs or videos, nor will it be used to embarrass anyone in any way.
5. Users may not photograph any other person, without that person's' consent.
6. Posting of images/movie on the Internet into a public forum is strictly forbidden, without the express permission of Wayside Schools' Leadership team.
7. Any user caught trying to gain access to another user's accounts, files or data will be subject to disciplinary action.
8. Malicious Use/Vandalism – Any attempt to destroy hardware, software or data will be subject to disciplinary action.
9. You should NOT modify the computer in a way that will permanently alter either physically and (or) electronically other than instructed by an administrator or other school personnel.
10. You should NOT apply marks, stickers, or other decorations to computers.
11. You should NOT remove the asset tag.
12. Individual users are responsible for the setting up and use of any home Internet connections. No support will be provided for this by the school.

I understand all the above rules, and inability to follow the rules will result in loss of privileges. I agree to be financially responsible for any damages or loss that occur to the computer in my possession, or to the classroom technology under my supervision, as a result of not following the above guidelines.

With the exception of the incidental personal use described in Section 8.13, access and use of Wayside Schools computers, computer networks, electronic mail, and the Internet is only for educational and administrative purposes. The access of material that is obscene, child pornography, or harmful to minors is prohibited.

Failure to comply with this section may result in disciplinary action, up to and including termination.

### **8.15. Administration of Medication to Students**

The administration of medication to students must be done in accordance with Wayside Schools policy. All employees, agents, and volunteers are prohibited from administering any medication to a student unless expressly authorized by Wayside Schools.

### **8.16. Reporting Child Abuse/Child Neglect**

An employee, volunteer, or agent who believes a child has been adversely affected by physical, sexual, or mental abuse or neglect must make a report within 48 hours of first suspecting such abuse or neglect. The report must be made to law enforcement or the Department of Family and Protective Services, Child Protective Services. Reporting options are available here:  
[https://www.dfps.state.tx.us/Contact\\_Us/report\\_abuse.asp](https://www.dfps.state.tx.us/Contact_Us/report_abuse.asp)

### **8.17. Traffic Violations**

If an employee, during the course of Wayside Schools business, receives a traffic violation, the employee will be personally liable for any expenses incurred from that violation. If during the course of transporting a student(s) an employee receives a traffic violation, that employee is subject to disciplinary action, up to and including discharge. Employees may be required to present a copy of their driving record if requested by the district's insurance carrier.

### **8.18. Wayside School District Vehicle Use**

This policy has been prepared as an orientation on what is expected of a Wayside Schools Employee in the operation and maintenance of a company vehicle. Wayside Schools will provide employee(s) with safe, dependable transportation. In turn, employees are entrusted to use good judgment and have a complete understanding of the responsibilities involved, both of which are necessary to continue to drive a company provided vehicle on company business.

Any driver of a company vehicle (or driving on company business in any manner) must meet the following requirements:

- Possess a valid driver's license
- Maintain an acceptable driving record
- Follow the guidelines stated in this policy at all times

### **USE OF VEHICLE**

A company vehicle is provided to employee(s) primarily to assist in completing their specific job function. Its use is strictly limited to business purposes. It may not be used for personal reasons.

Loaning the vehicle to friends, neighbors, relatives, or any non-approved personnel is in violation of company policy.

From time to time, you may have a need to carry business associates; however, transporting strangers or hitchhikers is a violation of company policy.

### **VEHICLE CARE**

All company-provided vehicles are designated as "non-smoking" areas. You are expected to keep your vehicle in a clean, well-maintained condition.

## **MAINTENANCE AND REPAIR**

Neglecting to maintain a vehicle could result in the driver being charged for any resulting repairs. Unusual wear and tear above industry average or neglecting to maintain your company-provided vehicle may result in the loss of your vehicle and further disciplinary action.

It is the driver's responsibility to have the scheduled maintenance performed at the designated intervals to ensure maximum vehicle performance for safety, operating efficiency, and extended life of the vehicle:

- Change oil according to manufacturer's suggested maintenance schedule
- Keep tires inflated to the proper PSI rating
- Have tires rotated every 10,000 miles

### **8.19. Workers' Compensation**

Wayside Schools provides Workers' Compensation insurance coverage for all employees. Employees should immediately notify their supervisor of any injuries sustained during the course of their employment.

Employees must report injury to a supervisor/Campus Operations Manager immediately. The supervisor or Campus Operations Manager will follow procedures to report the accident to the HR department within 24 hours of accident.

### ***NOTICE TO NEW EMPLOYEES***

*You may elect to retain your common law right of action if, no later than five days after you begin employment or within five days after receiving written notice from the employer that the employer has obtained coverage, you notify your employer in writing that you wish to retain your common law right to recover damages for personal injury. If you elect to retain your common law right of action, you cannot obtain workers' compensation income or medical benefits if you are injured.*

### **8.20. Confidential Information**

New employees are required to sign a Confidentiality Agreement upon accepting employment with Wayside Schools stating that you will not disclose or use any Wayside Schools confidential information, either during or after your employment. Employees are not permitted to remove or make copies of any Wayside Schools records, reports or documents without prior administrator approval. Disclosure of confidential information could lead to termination, as well as other possible legal action.

### **8.21. Compensation Information**

The Board of Trustees for Wayside Schools will adopt a pay schedule annually. In addition, the board will ensure that our employees have a satisfactory benefits package that will allow us to attract the best talent for our district.



## **8.22. Performance Reviews**

Wayside Schools conducts a formal review of each employee annually. All employees may be reviewed periodically throughout the academic year based on the Universal Coaching Cycle and Teacher Phase of Development. A review may also be conducted in the event of a promotion or change in duties and responsibilities.

To cultivate a growth mindset, instructional staff are also evaluated through regular classroom observations throughout the academic year conducted by school and district administrators, instructional coaches, and district specialists. In addition, instructional staff are required to meet regularly with either their school principal or assistant principal to discuss their progress and assess their growth as teachers. Both classroom observations and information gathered from teacher-administrator meetings are used to appraise teacher performance at the end of each academic year.

During a formal performance review your administrator may cover the following areas:

- The quality and quantity of your work including student outcome data
- Growth Mindset
- Strengths and areas for improvement
- Attitude and willingness to work
- Initiative and teamwork
- Attendance
- Customer service orientation
- Problem solving skills
- Ongoing professional growth and development
- Additional areas may also be reviewed as they relate to your specific job

## **8.23 Growth Plans**

During a regular performance review a supervisor may determine that an employee may require additional support and supervision in order to meet the expectations of their assigned role. In this circumstance the supervisor may develop a Growth Plan for the employee that is struggling to meet job expectations. The Growth Plan is designed in order to call out key knowledge, skills, abilities and mindsets that require attention and development. The Growth Plan will include specific and measurable goals that include timeline expectations. The Growth Plan will also include specific and measurable support that your supervisor must provide during the period of the Growth Plan. If an employee is not able to meet the stated goals outlined in the Growth Plan then either a new Growth Plan will be established or an employee may be separated from employment.

## **8.24 Promotion**

Wayside Schools is committed to helping you be the best teacher or operations team member you can be for our scholars. Regardless of where you are in your career, you can own your own development. Wayside Schools is currently developing a model of career pathways for instructional and operations-focused team members. Wayside leaders will work with all instructional staff and operations-based staff to further develop and promote from within when possible. Wayside reserves the right to promote

internally based on knowledge, skill, ability, mindset, merit and clearly defined outcomes outlined in individual performance plans developed annually.

## **9: GRIEVANCE PROCEDURES**

Employees who have a complaint about their terms or conditions of work are encouraged to resolve their concerns informally with their co-workers and/or supervisors at the lowest level possible. If the employee is not satisfied with the outcome of the informal resolution, then the employee may file a formal complaint according to the procedures below.

With the exception of a complaint against the Chief Executive Officer, each complaint must initially be brought at the lowest level of review, at the Campus Principal Review level. If the complaint is against the Principal, then the complaint may be initially brought to the Chief Academic Officer or Director of Staff and Scholar Services, depending on the subject matter.

### **9.1. Campus Principal Review of Complaint**

Where an employee has a complaint or concern regarding their terms or conditions of work, the individual shall first bring their complaint or concern in writing to the appropriate campus Principal or to the employee's direct supervisor if the employee does not work on a school campus. The complaint must be brought within 15 school days of the date that the complainant knew or should have known of the alleged harm. The complaint must be specific, and where possible suggest a resolution. The Principal/supervisor must hear the complaint, attempt to remedy the complaint in the best interest of the affected parties, and document the outcome. The Principal/supervisor must respond to the complainant and issue a final decision in writing within 10 days of the Principal's/supervisor's receipt of the complaint.

### **9.2. Director of Staff and Scholar Services / Chief Academic Officer Review of Complaint**

If the complainant is not satisfied with the final decision of the campus Principal/supervisor, then the individual may file a written appeal to either the Director of Staff and Scholar Services or Chief Academic Officer. This written appeal shall be filed within 10 days of the individual's receipt of the final decision from the campus Principal/supervisor. The complaint shall include a copy of the prior written complaint along with a copy of the final decision of the campus Principal/ supervisor. A copy of the appeal shall also be delivered to the campus Principal/supervisor.

The appeal must be specific, and where possible suggestion a resolution. The complaint shall not include any new issues or complaints unrelated in the original complaint.

The Chief Academic Officer or the Director of Staff and Scholar Services shall respond to the complaint and issue a final decision in writing within 15 days of receipt of the written appeal.

### **9.3. Chief Executive Officer Review of Complaint**

If the complainant is not satisfied with the final decision of the Director of Staff and Scholar Services or Chief Academic Officer, then the individual may file a written appeal to the Chief Executive Officer. This written appeal shall be filed with the Chief Executive Officer's office within 10 days of the individual's receipt of the final decision from the Chief Academic Officer or Director of Staff and Scholar Services. The

complaint shall include a copy of the prior written complaint along with a copy of the final decision of the campus Principal/ supervisor and the Chief Academic Officer or Director of Staff and Scholar Services.

A copy of the appeal shall also be delivered to the campus principal/supervisor.

The appeal must be specific, and where possible suggestion a resolution. The complaint shall not include any new issues or complaints unrelated in the original complaint.

The Chief Executive Officer shall respond to the complaint and issue a final decision in writing within 15 days of receipt of the written appeal.

#### **9.4. Board of Trustees Review of Complaint**

If the complainant is not satisfied with the Chief Executive Officer's final decision, then the individual may appeal their complaint in writing to the Board of Trustees within 10 days of receiving the Chief Executive Officer's final decision. The complaint shall be directed to the Chair of the Board and shall include a copy of the written complaint to the Chief Executive Officer along with a copy of the Chief Executive Officer's final decision. A copy of this appeal shall also be delivered to the Chief Executive Officer. The Chair of the Board, at the next regular meeting of the Board, shall provide a copy of the complaint record to all board members. The Board's decision shall be decided on a review of the record developed at the Chief Executive Officer's level. Any action of the Board of Trustees regarding the complaint shall be taken in compliance with the Texas Open Meeting Act. Failure to act on the part of the board will be deemed as upholding the decision of the Chief Executive Officer.

## **10: DISCIPLINE**

In an effort to correct employee misconduct at the earliest stage possible, Wayside Schools administration may implement a tiered disciplinary procedure. Such procedure may begin first with a verbal warning. The next offense would proceed to a written warning; the next step is suspension; followed by termination of employment.

Though Wayside Schools may utilize such tiered disciplinary procedures, Wayside Schools reserves the right to skip any or all steps and immediately discharge the employee.

The tiered disciplinary procedure does not forfeit the at-will status of its employees and Wayside Schools preserves the at-will nature of the employment relationship. Accordingly, discharge may be initiated by Wayside Schools at any time, with or without cause, and with or without notice.

## **11: SEPERATION FROM EMPLOYMENT**

### **11.1. Resignation**

An employee is expected, but not required, to give as much advance notice as possible regarding their resignation from Wayside Schools. Typically, two weeks (10 business days) is considered sufficient notice time. Wayside Schools requests that employees submit their resignation in writing to their supervisor; the writing should include the employee's anticipated last workday. Wayside Schools reserves the right to require the employee to resign immediately rather than work during the notice period.

Wayside Schools will consider you to have voluntarily terminated your employment if you:

1. Resign your position;
2. Fail to return from a leave of absence on the agreed upon date; or
3. Fail to report to work or call in for three (3) consecutive work days.

### **11.2. Discharge**

In an effort to reduce the risk of employee violence or vandalism, upon an employee's discharge from employment, Wayside Schools administration may request that an employee leave the facility immediately upon separation from employment. If accompanied by a Wayside Schools administrator, the employee will be permitted to gather his/her personal belongings before being escorted to the exit.

The exiting employee is prohibited from taking any Wayside Schools property or information with him/her; the employee is not to retain in hard copy or soft copy any Wayside Schools information. Wayside Schools reserves the right to examine any boxes, briefcases, or other receptacle of an exiting employee to ensure these rules are being followed.

An exiting employee who has been discharged is not to return to the premises of Wayside Schools without prior written approval from the Chief Executive Officer or his designee, or the Principal of the school campus.

### **11.3. COBRA Benefits**

Wayside Schools employees are eligible to COBRA their health insurance benefits upon separation whether voluntary or involuntary. This information will be sent to the employee directly from the insurance provider.

### **11.4. Exit Interviews**

Wayside Schools may request employees to participate in an exit interview upon separation whether voluntary or involuntary.

### **11.5. Return of School Property**

Failure to return all school property upon separation, whether voluntary or involuntary may result in the value of the item(s) being deducted from your final paycheck. Employees are required to return all computer equipment issued to them during their employment, including key fobs, iPads, computers, and cords. If the computer equipment is lost, stolen, or damaged, the employee is personally responsible for all cost associated with its repair or replacement. Wayside Schools retains the right to withhold the replacement cost of lost, stolen, or damaged equipment from an employee's final

paycheck. Additionally, each campus may produce a unique “End of Year and Staff Separation Checkout List” that details other miscellaneous items that require return. Items on these lists are subject to the same return of school property rules.

#### **11.6. Final Paycheck Issuance**

Final paychecks will be issued in accordance with the Texas Payday Law. In situations of employee lay off, discharge, or otherwise involuntary separation from employment, the final pay will be issued within six (6) calendar days of discharge. In situations of employee retirement, resignation, or otherwise voluntary leave from employment, final pay will be issued on the next regularly-scheduled payday following the effective date of resignation.

## 12: MISCELLANEOUS

### 12.1 Visa Sponsorship

Wayside Schools does not provide Visa Sponsorships for new employment applicants. This decision is reviewed on an annual basis and any changes will be communicated via Memo or HR Employment Manual.

### 12.2 Drones

The Texas Education Code confers public schools with the authority to adopt: rules to ensure the safety and welfare of students, employees, and property; and any rules necessary to carry out its required duties and the governance of the district.<sup>1</sup>

Wayside Schools has developed this district wide policy concerning the usage of unmanned aircraft systems on any real property belonging to or leased to or on behalf of Wayside Schools, in effort to protect the safety and welfare of students, employees, and property. This policy also applies to the usage of unmanned aircraft systems as part of any school related activity, supervised or unsupervised, by a Wayside staff member.

Unmanned aircraft systems are more commonly referred to as “drones.” General usage of drones is regulated by the Federal Aviation Administration (FAA)<sup>2</sup>, but city ordinances and state statutes also apply, including the Texas Privacy Act<sup>3</sup>. This policy acts as a supplement to these laws. Dependent on the proximity to local airports, drone operators should contact local airports for any added requirements.

**All persons using drones are expected to adhere to the rules in this policy in addition to applicable ordinances, statutes, and regulations.**

#### *Drone Operations by Wayside Schools Staff, Students, Businesses, or Individuals*

Wayside staff, students, businesses or individuals seeking to take off from, land on, or operate a drone in airspace above or within (indoors) Wayside Schools’ owned or leased real property or a school campus, **must provide written notice and obtain written approval** from designated Wayside School administrators at least 20 business days prior to requested flight.

Drone operators must also confirm with Wayside Schools that: he or she is lawfully permitted to operate a drone and aware of all applicable laws and requirements related to drone operations; will adhere to all applicable laws and requirements; and, has notified all proper parties, such as local police or airports, and obtained all additional required approvals, if any.

While operating a drone, operators must exercise a duty of care and common courtesy to Wayside Schools staff and students, other persons, and personal and real property. Drones must not be operated in a careless or reckless manner that create dangers to persons or property or in a manner that disrupts school sponsored or school related events and activities or the educational process. While in operation, the drone must be flown within the line of sight of the operator with respect to airspace restrictions and must not fly into areas of the school where employees and students have a reasonable expectation of privacy, such as restrooms and locker rooms.

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<sup>1</sup> Tex. Educ. Code Sec 37.102(a).

<sup>2</sup> See Federal Aviation Administration website. <https://www.faa.gov/uas/>.

<sup>3</sup> Govt. Code Sec 423.



Prior to using any lawful photos of identifiable students, drone operators must confirm with school administrators that photographed students have current parent-signed photo release forms on file.

Businesses or persons that are not students or employed by Wayside Schools must sign a Release and Waiver and provide the school with proof of liability insurance with policy limits of at least \$1M naming Wayside Schools as an additional insured party at least 72 hours prior to flight.

Wayside Schools may elect not to approve a request for drone operations on Wayside Schools' owned or leased real property or a school campus.

### **Using Drones as a Wayside School Approved Activity, Project, or Curriculum**

Wayside Schools staff and students **must provide written notice and obtain written approval** from designated Wayside School administrators at least 20 business days prior to incorporating the projected use of a drone in or for a regular school activity, class project, or class curriculum.

Staff, students, and parents whose students are participating in school activities or projects requiring the use of a drone must read and adhere to all applicable laws and requirements related to drone operations. Students and their parents must also sign a permission form and waiver of liability to participate in the activity or project.

Prior to any flights, staff and students must have notified all proper parties and obtained all additional required approvals and consent. Approvals and consent from other parties, such as police or local airport, must be expressly provided in writing and submitted to Wayside Schools at least 72 hours prior to flight. **Staff and students must not take off from, land on, or operate a drone in airspace above or within (indoors) privately owned property without the express written consent of the property owner.**

While operating a drone, staff and students must exercise a duty of care and common courtesy to all persons and personal and real property. While in operation, the drone must be flown within the line of sight of the operator and must not fly into any areas where a person has a reasonable expectation of privacy, such as a restroom. When operating a drone off-site any of Wayside School's three school campuses, operators must reference the FFA website to determine airspace restrictions for any proposed flight locations. Please see [https://www.faa.gov/uas/recreational\\_fliers/where\\_can\\_i\\_fly/](https://www.faa.gov/uas/recreational_fliers/where_can_i_fly/).

### **Academic and Athletic Special Events**

Drones may not be flown over any contest, match, tournament, scrimmage, game, practice, or other school sponsored or school related event, or persons in attendance or participating in aforementioned activities, unless expressly permitted by all event sponsors, the event facility, and any supervising academic or athletic league.

If required permissions are granted, drones must not be flown in any manner that creates a danger to participants, attendees, or other present persons. Additionally, operators must reference the FFA website to determine airspace restrictions for any proposed flight locations.

Please see [https://www.faa.gov/uas/recreational\\_fliers/where\\_can\\_i\\_fly/](https://www.faa.gov/uas/recreational_fliers/where_can_i_fly/).

### ***Drone Usage on Wayside Property by the General Public***

The general public is strictly prohibited from taking off from, landing on, or flying in airspace over Wayside Schools' leased or owned real property, and school campuses, unless expressly approved by Wayside Schools or expressly authorized by law.

Pursuant to local ordinances<sup>4</sup>, Wayside School staff is instructed to immediately contact local law enforcement if a drone operator is operating a drone in a careless or reckless manner that creates a danger to any person or personal property on Wayside School leased or owned real property or the real property itself.

### **Liability**

All drone operators may be liable to Wayside Schools for any harm or property damage incurred by the school as a result of drone operations.

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<sup>4</sup> Austin, Texas, § 13-1-14(B)(3).  
Austin, Texas, § 13-1-13.