



2018-19

EMPLOYEE HANDBOOK

**8201 Tristar Dr.
Irving, TX 75067
972-304-1155**



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Acknowledgment of Receipt of Employee Handbook

Welcome to Manara Academy! This Employee Handbook contains important information about Manara Academy. I understand that I should consult with the Human Resource Manager regarding any questions not answered in the Handbook.

Changes to this handbook will be communicated through official notices. I understand that revised information may supersede, modify, or eliminate existing policies. Only the Board of Trustees has the ability to adopt any revisions to the policies in this Handbook.

I have received my copy of the Manara Academy Employee Handbook on the date listed below. By signing the Acknowledgment of Receipt below, I also acknowledge my understanding that I am responsible for reading the entire Handbook and complying with the outlined processes and procedures.

Employee Signature

Date



Section 1: Introductory Matters

Manara Academy's Vision:

It is our vision to be the pinnacle of knowledge, character, ethics, and community building.

- Teach children to be cognitive, analytical, creative and enthusiastic lifelong learners.
- Teachers are role-models for their students.
- Parents are role-models for their children.
- Senior students are role-models for younger ones.

Mission



- Manara Academy will provide students with a creative, adaptive and ethical environment to prepare them to become future leaders of the society.
- Provide high academic achievement.
- Firm command of a foreign language.
- Address the needs of students, their families and their communities by building on the strengths of students' cultural heritage and life experiences to enable them to become successful.

Manara Academy is a Texas open-enrollment charter school that provides educational opportunities to students (grades PreK-12) throughout four buildings. Manara Academy Irving houses three buildings: Tristar (PreK-4), Royal (5-6) and Manara Leadership Academy (7-12). The fourth building houses Manara STEM Academy (PreK-8) located in Arlington, TX.



Section II: Equal Opportunity Employment Practices

Non-Discriminatory Statement/Equal Employment Opportunity

It is the policy of Manara Academy not to discriminate on the basis of any legally protected classification, including race, color, national origin, sex, or disability, age, or genetic information in its employment practices (please reference Civil Rights Act of 1964, Titles VI and VII; Education Amendments of 1972, Title IX; Americans with Disabilities Act of 1990, as amended (ADA), Titles I and V; Age Discrimination in Education Act of 1975, as amended (ADEA); Rehabilitation Act of 1973, as amended, Section 504; Genetic Information Nondiscrimination Act in Education of 2008 (GINA); and any other legally-protected classification or status protected by applicable law). In order to provide equal employment and advancement opportunities to all individuals, employment decisions at Manara Academy will be based on merit, performance, qualifications, and/or abilities.

Manara Academy will make reasonable accommodations for qualified individuals in compliance with the ADA, as amended. This policy governs all aspects of employment at the School including without limitation recruitment, hiring, assignments, training, promotion, demotion, employee benefits, discipline, termination and other terms and conditions of employment.

Employees can raise concerns and make reports without fear of reprisal. Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of Human Resource Department (HR Dept).

Federal and State Worksite Postings

Required state and federal postings are found at each Manara Academy facility. The following postings can be found in an area common to all employees at their facility: Equal Employment Opportunity is the Law, Americans with Disabilities Act of 1990, Work Injury Benefits, Workplace Safety Violation Reporting Information, Texas Unemployment Compensation Act, Texas Payday Law, Your Rights Under the Fair Labor Standards Act, Family Medical Leave Act of 1993, and the Texas Hazard Communication Act. Postings are in both English and Spanish for all employees to read.

Immigration Law Compliance

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

Employees with questions or seeking more information on immigration law issues are encouraged to contact the HR Department. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

Nondiscrimination Based on Religion

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



Nondiscrimination Based on Military Service

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

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

Americans with Disabilities Act (ADA)

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

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

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

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

Section III: Employment Practices

At-Will Employment

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

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



described above, this handbook shall supersede any and all prior handbooks, written documents, or oral representations issued by Manara Academy whether or not such documents or representations contradict the at-will nature of your employment.

Verification of Employment Eligibility

Within three business days of employment, Manara Academy shall confirm the employment eligibility of all new hires through E-verify, examination of documents establishing identity and employment authorization and completion of the I-9 Form required by the Department of Homeland Security. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present appropriate documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with Manara Academy within the past three years, or if their previous I-9 is no longer retained or valid.

New Hire Reporting

By the 20th day after hiring a new employee, a report containing the employee's name, address, and employer identification number of the school shall be submitted to the Texas Employer New Hire Reporting Operations Center.

New Hire Orientation

Orientation of new employees and their work assignments is arranged by their supervisor and is mandatory. The purpose of the orientation is to acquaint the employees with their jobs and to give a complete explanation of benefits, services, rules, safety training and other information that is helpful to the new employee.

In-Service Training/Professional Development

There is an ongoing professional development/in-service education program for all employees. In addition, instructional staff will participate in mandatory weekly professional development. All employees are expected to attend in-service training meetings.

Introductory Period

New employees shall be subject to an Introductory Period during their first three months of employment. During this Introductory Period, an employee has an opportunity to get acquainted with his or her job, other employees and Manara Academy as an employer. Likewise, Manara Academy has an opportunity to evaluate the employee's job performance and to assist the employee in connecting performance and work standard deficiencies.

During the Introductory Period, the following applies:

- Sick leave accrues from the date of hire and is available as it accrues. Accrued sick leave may be used by the employee during the Introductory Period.
- Vacation leave accrues from the date of hire but is not available to be used by the employee until the completion of the Introductory Period.
- Upon completion of the Introductory Period, the employee will be subject to a performance evaluation by his or her supervisor.



- Health Benefits shall begin the first day of the month following the date of hire, subject to any introductory period required by particular benefit plan.

The Introductory Period for any employee may be extended at the discretion of the employee's supervisor and normally such an extension will be from one to three months. The employee will be notified in writing of any extension of the Introductory Period. In such cases, a performance evaluation will be completed at the end of the original Introductory Period and another will be completed at the end of the extension.

Employees promoted or transferred to a new position, given additional responsibilities or transferred to a different location (but with the same job title) may also be subject to an Introductory Period similar to new employees, however all benefits shall accrue and be available for use by the employee.

The same disciplinary procedures and termination procedures apply to all employees, regardless of whether or not the employee is within the Introductory Period or not. Completion of an Introductory Period does not mean that employment with Manara Academy is guaranteed for any specific duration nor does it alter the at-will status of any employee.

Criminal History Records

Criminal history records of prospective volunteers and applicants for employment shall be obtained from a law enforcement or criminal justice agency pursuant to Texas Education Code section 22.083 and reviewed prior to employment or the commencement of volunteer service. Pursuant to that same section, criminal history checks of employees (or volunteers whose duties are performed where students are regularly present) may be obtained at any time during employment or volunteer services.

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

All employees and applicants must complete the Release of information form.

Prohibition against Employing Individuals Convicted of Certain Offenses

An individual may not be employed by Manara Academy if he or she:

- Has been convicted of a felony or a misdemeanor involving moral turpitude;
- Has been convicted of an offense listed in Education Code section 37.007(a); or
- Has been convicted of an offense listed in the Code of Criminal Procedure section 62.001(5).

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

Except as required by state or federal law, Manara Academy does not prohibit employment or refuse to consider an application for employment solely on the grounds that an



applicant/employee has a prior criminal record. Manara Academy does not prohibit employment or refuse to consider an application for employment based solely on the grounds that the applicant/employee has been arrested. In accordance with Title VII of the Civil Rights Act of 1964, it is the policy of Manara Academy, prior to any exclusion of an applicant for employment or continued employment of an employee that has a criminal record, to conduct an individualized assessment of the criminal conduct at issue. In conducting such an assessment, Manara Academy shall carefully consider the following in order to determine that any exclusion based on criminal conduct is job related to the position in question and consistent with the business necessity of the school:

- The nature and gravity of the offense or offenses;
- The time that has passed since the conviction and/or completion of the sentence;
- The nature of the job held or sought.

Upon consideration of the above factors, Manara Academy shall inform the applicant/employee that he or she may be excluded because of prior criminal conduct and provide the individual an opportunity to demonstrate that the exclusion does not properly apply to him or her and the position in question. Manara Academy shall consider the additional information provided by the applicant/employee that demonstrates that the criminal conduct is not in lieu of or being performed by the employee that would keep them from performing their job and/or job duties which should not be the deciding factor of the final determination of employment. Such additional information may include:

- The facts or circumstances surrounding the offense or conduct;
- The number of offenses for which the individual was convicted;
- Age at the time of conviction, or release from prison;
- Evidence that the individual performed the same type of work, post-conviction, with the same or a different employer, with no known incidents of criminal conduct;
- The length and consistency of employment history before and after the offense; Rehabilitation efforts, e.g., education/training;
- Employment or character references regarding fitness for the particular position;
- Whether the individual is bonded under a federal, state or local bonding program.

Fingerprinting

In accordance with state law, Manara Academy requires all employees and substitutes to complete the fingerprinting process implemented by the SBEC/Texas DPS Clearinghouse prior to employment.

Reporting an Educator's Misconduct

The Superintendent of Manara Academy shall promptly notify the SBEC by filing a written report (within seven (7) days of first learning about an alleged incident of misconduct) with the Texas Education Agency upon obtaining knowledge or information indicating any of the following circumstances:



1. That an educator, applicant for, or holder of an educator's certificate has a reported criminal history;
2. That an educator or certificate holder was terminated for committing any of the following acts:
 - a) Sexual or physical abuse of a student or minor, or engaging in any other unlawful conduct with a student or minor;
 - b) Possessing, transferring, selling, or distributing a controlled substance;
 - c) Illegally transferring, appropriating, or expending school property or funds;
 - d) Attempting by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle the individual to be employed in a position requiring such a certificate or permit or to receive additional compensation associated with a position;
 - e) Committing a crime or any part of a crime while on school property or at a school-sponsored event; or
 - f) Soliciting or engaging in sexual conduct or a romantic relationship with a student or minor;
 - g) That an educator engaged in conduct that violated the assessment instrument security procedures established by Education Code section 39.0301.
3. That a certificate holder resigned and reasonable evidence supported a recommendation to terminate the individual because he or she committed one of the acts specified in paragraph 2 above.

In accordance with state law, the Superintendent must complete an investigation based on reasonable cause that the educator may be engaged in abuse or otherwise committing an unlawful act with a student or minor. An investigation of the educator's misconduct must be completed even if the educator resigns from employment before the completion of the investigation. If the educator is arrested and law enforcement requests that the school cease its investigation and the Superintendent is unable to complete the investigation, the Superintendent is still required to timely report to SBEC that the investigation was interrupted at the request of law enforcement.

Fair Credit Reporting Act

Manara Academy may utilize consumer reports – e.g., credit, criminal, employment references and Department of Public Safety reports to assist us in making employment decisions.

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

In the event Manara Academy relies on a "consumer report" for an "adverse action" as defined by the Fair Credit Reporting Act and regulation – i.e., denying a job application, reassigning or



terminating an employee, or denying a promotion – Manara Academy will take the following action(s):

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

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

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

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

Assignment and Reassignment

All personnel are subject to assignment and reassignment by the Superintendent. School personnel may be directed to perform additional or supplemental duties from time to time. Unless specifically approved by the Superintendent, no additional financial compensation is provided for such duties. The Superintendent’s criteria for approval of campus appointments and reassignments will be consistent with school policy regarding equal opportunity employment.

Any employee may request reassignment to another position for which he or she is qualified. All interested employees who meet a position’s minimum qualifications are encouraged to apply. Selection is based on the school’s needs and a candidate’s qualifications and performance.

Manara Academy fills all job vacancies with the individual it deems most qualified for the position, and reserves the right to select candidates from outside Manara Academy.

Job Vacancy Announcements

Announcements of job vacancies are posted on several employment web sites, including but not limited to, the Manara Academy website, Indeed, School Spring, and Teacher Job Network (Region 10).

Employee Right to Access Personnel File

Manara Academy maintains a personnel file on each employee. This file includes the employee’s job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records. All information in an employee’s personnel file will



be made available to the employee and/or his/ her authorized representative in the same manner that public information is made available under the public information laws found in Texas Government Code Chapter 552.

An employee and/or his/ her authorized representative has a special right of access, beyond the right of the general public, to information held by the school that relates to the employee, and that is protected from public disclosure by laws intended to protect the employee's privacy interests. The school may not deny to the employee and/or his/her representative access to information relating to the employee on the grounds that the information is considered confidential by privacy principles under the Public Information Law.

However, the school may assert, as grounds for denial of access, other provisions of the Texas public information laws or other laws that are not intended to protect the employee's privacy interests. If the school determines that information in an employee's records is exempt from disclosure under an exception of Texas Government Code chapter 552, Subchapter C, other than an exception intended to protect the privacy interest of the employee or his or her authorized representative, it will, when required, submit a written request for a decision to the Attorney General of Texas before disclosing the information. The school will release the information to the employee requesting the information in accordance with applicable law.

Employees who wish to review their own file should contact the HR Dept.

Personnel Data Changes

Each employee is responsible for ensuring that his or her personal information is accurate and current at all times. Employees must notify Human Resources of any changes in personal data, including personal mailing addresses, telephone numbers, names and numbers of dependents, individuals to be contacted in the event of an emergency, educational accomplishment, certification and other such status reports.

Outside Employment

An employee's primary job responsibility shall be to Manara Academy. Employees may engage in work outside the school to the extent there is no conflict of interest or conflict with their responsibilities to Manara Academy, relating to work time, job responsibilities or duties otherwise specified in employees' job description.

Employment Applications

Manara Academy relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in the information or data provided may result in Manara Academy's exclusion of the individual from further consideration for employment or, if the person has been hired, termination from employment.

Employment Reference Checks

To ensure that individuals who join Manara Academy are well-qualified and have a strong potential to be productive and successful, it is our policy to check the employment references of all applicants.



Employee Referrals

Employees may request written letters of recommendation from other Manara Academy employees or Board Members.

Minimum Teacher/Aide Qualifications and Notification to Parents Regarding Teacher Qualifications

Manara Academy employs teachers and instructional staff members who are properly credentialed and qualified as required by state and federal law and who are “highly qualified” in accordance with Elementary and Secondary Schools Act (ESSA) requirements. Any teacher or instructional staff who does not hold the highly qualified status (HQ) will collaboratively develop a plan that ensures their attainment of HQ status by the end of the school year. Teachers may be reassigned to a substitute position until they can obtain HQ status.

State law requires that the school shall provide to the parent or guardian of each enrolled student their right to request qualifications of the student’s classroom teacher. Manara Academy complies with State law that requires notification to parents after the fourth week of instruction if the teacher has not obtained HQ status.

Health Requirements

Manara Academy may require that an employee undergo a physical examination if, at any time, his/her ability to perform assigned work is in question.

Conflicts of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This section establishes only the framework within which Manara Academy wishes to operate.

Manara Academy framework is also guided by applicable state and federal law governing conflicts of interest and nepotism applicable to Texas open-enrollment charter schools and nonprofit entities. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact HR Dept for more information or questions about conflicts of interest.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of Manara Academy’s business dealings and operations.

No “presumption of guilt” is created by the mere existence of a relationship with an employee, contractor or vendor that may be a potential conflict of interest. However, if employees have any influence on transactions involving purchases, contracts or leases, it is imperative that they disclose to their immediate supervisor or Superintendent as soon as possible, the existence of any actual or potential conflict of interest, so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which Manara Academy does business, but also when an employee or relative receives any benefit, including but not limited to a kick-back, bribe, substantial gift, or



special consideration, as a result of any transaction or business dealings involving Manara Academy.

An employee with reason to believe that an actual or potential conflict of interest exists must bring that concern to the attention of that employee’s immediate supervisor or to the Superintendent.

Social Media

As an employee of Manara Academy it is important that staff is aware that we are living in a digital world. We understand that employees will have personal social media accounts to interact with friends, family, colleagues, etc. However, the district reserves the right to investigate an incident where social media is directly affecting the districts reputation and ultimately the students learning environment. Any embarrassing legal actions or matters against an employee should be disclosed during the new hire orientation. Social media conflict could result in possible termination.

Employment of Relatives and Fraternization

Manara Academy is committed to providing equal employment opportunities to its employees. To minimize potential conflicts of interest, it is a violation of Manara Academy employment policy to enter into intimate relationships with employees they supervise.

While relatives of employees or the Board may be employed by Manara Academy in accordance with applicable law, a familial relationship among employees can also create an actual, or at least a potential conflict of interest in the employment setting, especially where one relative has professional supervisory responsibility over another relative. Manara Academy may refuse to hire or assign a relative in a position where the appearance of or potential for favoritism or conflict exists. Employees shall also refrain from making hiring, firing or other decisions impacting the terms or conditions of employment of relatives. Where hardship exists, employees may appeal in accordance with the School’s formal complaint procedures within the Handbook.

If two employees marry, become relatives of each other or enter into an intimate relationship, they should not remain in a professional supervisory relationship. Manara Academy will, at its discretion, attempt to identify other available positions, reassign the supervisory role, allow one or both of such employees to apply for reassignment, and/or Manara Academy may reassign the employees at its discretion.

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

First Degree

Parent

Child

Second Degree



Grandparent

Grandchild

Sister/Brother

Third Degree

Great-Grandparent

Great-Grandchild

Aunt/Uncle

Niece/Nephew/Cousin

Non-Disclosure

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

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

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

Textbook and Materials Acquisition

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

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



Copyrighted Material

All Manara Academy employees are required to abide by and comply with all state and federal laws governing copyright, trademarks and other intellectual property. Federal copyright law protects “original works of authorship fixed in any tangible medium of expression.” Protected works include, but are not limited to:

- Literary works;
- Musical works, including any lyrics;
- Dramatic works, including any musical accompaniment;
- Sound recording;
- Pictorial, video, graphic and sculptural works.

If employees use a protected work in an inappropriate manner, the action may constitute an “infringement” of federal copyright law. Infringement is similar to theft, and there are both civil and criminal penalties for such action. The use of copyrighted material may require the permission of the copyright owner. The absence of a copyright notice or symbol on a work does not mean it is not copyrighted. Under what is called the Fair Use Doctrine, school employees may use portions of copyrighted works without the owner’s permission if the use “serves a public purpose.”

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

Performance Evaluations/Balanced Score Card (BSC)

The job performance of all employees will be reviewed by the employee’s supervisor on a regular basis. Performance evaluation is based on an employee’s assigned job duties and other job-related criteria. All employees will participate in the evaluation process with their assigned supervisor at least annually according to a schedule developed by the Superintendent. These evaluations provide both the employee and his or her supervisor the opportunity to discuss job performance, identify and correct weaknesses, encourage and recognize strengths, and discuss purposeful approaches for meeting goals. In addition, a Balanced Score Card for each individual will be required as a part of their evaluation.



Written evaluations will be completed on forms approved by the Superintendent annually, no later than the fourth Friday of March each year. Reports, correspondence, and memoranda also can be used to document performance information. All employees will receive a copy of their written evaluation, have a performance conference with their supervisor, and be given an opportunity to respond to the evaluation. Evaluation documents are confidential.

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

Letters of Intent (LOIs) for each employee will be issued no later than the second Friday of May each year.

Incentives

Manara Academy's Employees are considered for a potential incentive under the Manara Academy's Balanced Score Card (BSC). incentives are normally paid out at the beginning of the next school year (between Sept and Oct). The Employee will not be considered for an incentive if they have left the employment of the Manara Academy or is serving out any notice given by them or by Manara to terminate their employment. Manara may at any time modify the incentive scheme due to fiscal circumstances (positive or negative). It is expressly agreed that the fact that the employee may have received an incentive at any time does not give rise to any expectation or entitlement to receive any incentive in the future, or as to the size of any future incentive.

Employee Recognition

Manara Academy identifies and rewards employees for exceptional service. Monthly the Administration awards an "Exemplary Educator" award to recognize accomplishments.

Informal Commendation Form

In an effort to promote a positive environment, the Manara Academy "Way to Go!" note may be used by any stakeholder as a timely and effective way to recognize others on the spot for a job well done, appreciation, or thanks.

Local Recognition Awards

Each campus has established a local program to recognize their employees. For more information, please refer to your campus handbook.

Employee Complaints, Concerns, and Grievances

Manara Academy is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from supervisors and management.

Employees of Manara Academy who have a complaint or concern about the work environment 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, he/she may file a formal complaint in writing.

Except for sexual harassment complaints where the supervisor is the subject of the complaint, all employees shall first bring their work-related complaints or concerns to their immediate supervisor.

Formal Complaint Process

Complaints or concerns that are not resolved at the supervisory or informal level may be brought to the Director level within 15 working days of the date the employee knew or should have known of the complaint. The complaint or concern addressed to the Director must be in writing, must be specific and, where possible, suggest a resolution. The Director shall attempt to respond to the complainant and issue a written decision within ten (10) days of receipt of the written complaint.

Employees who are dissatisfied with the response of the Director may make their complaint known in writing to the HR Dept within ten (10) days of receiving the Director's decision or, if no decision is issued, within ten (10) days of the deadline for issuing a decision. The HR Dept shall attempt to respond to the complainant and issue a written decision within ten (10) days of receipt of the written complaint. In the event where the employee is dissatisfied with the decision of the HR Dept, the complaint along with the decision of the HR Dept will be reviewed by the Superintendent. The Superintendent will make a decision to execute further action or agree with the action of the HR Dept. The employee may appeal the decision of the Superintendent in writing, the complaint must be rewritten and a copy of the decision of each person who previously considered the grievance must be included. Ultimately if the employee is dissatisfied with the response at each stage set forth above, the employee may submit a written complaint to the President or Secretary of the School Board (Board). The President shall, at the next regular board meeting, provide a copy of the complaint record to all Board Members. Any action of the Board regarding the complaint shall be taken in compliance with the Open Meetings Act. The failure of the Board to act on a complaint has the effect of upholding the decision below. The decision of the Board is final.

If the complaint is against the Superintendent, the employee should file the grievance directly with the President of the Board.

Neither the Board nor any school employee shall unlawfully retaliate against an employee for bringing a concern or complaint.

Termination or Resignation

An employee may be separated from employment either voluntarily or involuntarily by retirement, voluntary resignation, and lack of work or termination. Usually, before an employee is terminated he or she may be told the reason(s) for termination where appropriate, and may be counseled by his or her supervisor. However, the Board and the Superintendent have the authority to discharge the employee immediately and without warning.



All school-owned property in the employee's possession must be returned to his or her supervisor upon separation from employment. Failure to return school-owned property constitutes theft of public property and will be reported to law enforcement.

In the event an employee has been terminated or resigns, it is the employee's responsibility to provide a forwarding address and telephone number. This information must be provided to HR Dept no later than December 31 of that year for W-2 purposes, and no later than the last day of work in the event of termination or resignation. In the event the W-2 or final paycheck is returned to the school, the school will hold the W-2 or the final check until claimed by the former employee or by an individual authorized in writing by the former employee to collect the check and/or the W-2.

Section IV: Compensation and Pay Schedules

Payroll

Manara Academy follows all Texas Payday Laws. All employees will be paid monthly. Pay dates are the last business day of the month.

Paychecks will be directly deposited into the employee's financial institution of choice. No advanced pay of any kind is authorized.

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

Manara Academy pays all exempt employees an annualized salary over 12 months, regardless of the number of months worked during the school year. Exempt employees will be paid in equal monthly payments beginning with the first pay period of the school year. Exempt employees whose employment ends after the last day of instruction (and who are not returning for the next school year) will be paid-out in accordance with the Texas Payday Act.

Salaries and Wages

Employees are paid in accordance with administrative guidelines and a pay structure established for each position. Salaries and wages are reviewed periodically and adjusted according to the adopted pay schedules approved by the Board. Employees should contact the HR Dept for further information concerning their own salary.

Certification

All professional personnel certified by the State of Texas must hold the proper state or national license and/or certification as required by the job position, and the educational requirements for the job assigned.

Minimum Qualifications for Principals and Teachers

A person employed by Manara Academy as a principal must hold a master's degree with appropriate certification. A Teacher must hold a baccalaureate degree and meet highly qualified standards.



Service Records/Verification Letters

Employees who have worked for any of the following school systems listed below must request a service record/verification letter from the last school district in which they were employed. The service record should be provided directly to HR Dept, who should then review the information on the service record/verification letter for accuracy. Following this review, the employee should submit an original service record for Manara Academy to review.

The school systems eligible for credit include:

- Texas Private Schools
- Out of State Public or Private Schools
- Texas and Out of State colleges and Universities
- Texas Public Schools
- Texas Charter Schools
- State Regional Education Service Centers
- State Department of Education
- Overseas schools operated by the U.S. Government
- Texas non-public special education contract schools
- U.S. Service Academies
- U.S. Department of Labor's Job Corps Program

Please note: The original service record is needed within 30 days of the first day of employment to determine service year salary credit. If Manara Academy does not have a service record at the time of an employee's start date, Manara Academy will pay the employee at 0 years of experience according to the salary schedule adopted by the Manara Academy Board until the work history is verified.

Employee Reimbursement

Manara Academy employees are entitled to be reimbursed for mileage, lodging and meals and incidental expenses incurred for work related trips exceeding 70 miles from District Office, however, may not exceed the alternative cost of travel by the most economical air routing. Texas Government Code Section 660.041 The reimbursement may not exceed the product of the actual number of miles traveled for business and the maximum mileage reimbursement rate. Texas Government Code Section 660.042 The mileage reimbursement rate is inclusive of all expenses associated with the employee's use of his or her vehicle. Manara Academy is not required to reimburse employees at the maximum rate. Manara Academy may specify a mileage reimbursement rate that is lower than the maximum allowable rate per mile under Texas Government Code Ann. §660.007(b). Manara Academy must notify affected individuals in writing about the lower rate before implementing it. Meals and Mileage will be reimbursed following the U. S. General Services Administration website (<http://www.gsa.gov/portal/category/26429>) Expense and Reimbursement forms must be completed. Receipts must accompany the forms and must be turned in within 30 days of the return date of travel.



Transportation by Personal Motor Vehicle

Travelers may be reimbursed for use of a personal vehicle while on Manara Academy business that is more than 70 miles from the District Office. Total reimbursement for vehicle use, however, may not exceed the alternative cost of travel by the most economical air routing.

Route determination

The number of reimbursable miles may not exceed the number of miles of the most cost-effective reasonably safe route between two duty points. In determining the most cost-effective reasonably safe route, Manara Academy will consider the route that provides the shortest distance, the quickest drive time or the safest road conditions.

Odometer reading (point-to-point method)

The number of miles traveled can be calculated using an electronic mapping source (such as Google Maps, GPS, etc...)

Mileage calculation

The number of miles traveled by an employee for school business may be determined by point-to-point itemization. Point-to-point mileage may be documented by an employee's vehicle odometer reading or by a readily available online mapping service (such as that on Google map). If this method is chosen, the traveler must print out the driving directions provided by the site and attach them to the travel voucher.

Note: An increase in the number of miles incurred due to an employee receiving inadequate directions or being lost is not reimbursable.

Rate Determination

The "personal" mileage rate may be used if the travel distance is 70 miles (one way) or more per day (point to point from the 8001 Jetstar Dr.).

The amount that Manara Academy pays or reimburses for an employee to travel between points by commercial airline may not exceed the lowest rate available. First class airfare may be paid or reimbursed only if it is the only available airfare. Business class airfare may be paid or reimbursed only if a lower airfare is not available.

Meal, Lodging and Incidental Expenses

A Manara Academy employee is entitled to be reimbursed as provided by the Texas Government Code Section 660.111 for a meal, lodging, or incidental expense incurred by the employee.

A reimbursement may not exceed:

1. the limits established by U. S. General Services Administration for meal and lodging expenses; and
2. the amount of incidental expenses actually incurred by the Manara Academy employee.

Other Reimbursable Expenses

1. Business telephone calls
2. Data transmission charges



3. Internet charges necessary for business activity
4. Registration fees (no more than 90 days in advance)

The above list is not all-inclusive. Travelers should use prudent judgment and remember that all travel expense accounts are open to the public and must be able to sustain the test of public review.

Unallowable Expenses

1. Lost or stolen articles
2. Alcoholic beverages
3. Damage to personal vehicles, clothing, or other items
4. Services to gain entry to a locked vehicle
5. Movies charged to hotel bills
6. Mini-bar and Interior bar charges
7. Gym/Spa fees
8. All expenses related to the personal negligence of the traveler, such as fines
9. Entertainment expenses
10. Towing charges
11. Expenses for children, spouses, and companions while on travel status

The above list is not all-inclusive.

If two or more employees travel on the same dates with the same itinerary, for the same or similar business purposes, they may be requested to coordinate their travel to help reduce costs.

Travel Reimbursement

It is the responsibility of the traveling employee to initiate and accurately maintain the Travel Approval form and Request for Reimbursement form (required itemized receipts attached) in order to document all aspects of reimbursable school district travel. The receipts must be legible. If the business office staff cannot read the receipts they may ask for the originals to be mailed. This documentation is an important part of our end of the year auditing process.

The Travel Approval form must be submitted, approved by the supervisor and approved by the superintendent no less than 30 days prior to the date of travel. Failure to adhere to these timelines may jeopardize the opportunity to travel. Requests for Reimbursement forms must be submitted within 30 days after returning from travel.

Any employee who knowingly misapplies and misappropriates school district funds for their intended purpose and/or knowingly falsifies information regarding the Travel Request or Employee Reimbursement Forms shall be subject to discretionary disciplinary action to include immediate termination and will reimburse the school district for any amounts due and payable using their final paycheck.



Supplies Reimbursement

Manara Academy requires its staff to utilize the direct bill process for all purchases. Prior to any purchase, an approved purchase order must be obtained before any reimbursement will be issued. This will require prior approval from the employee's direct supervisor.

Pay Deductions

Manara Academy will deduct from an employee's paycheck only that which is allowable under state and federal law. Generally, optional deductions, if any, may only be made from pay as long as the resulting wage does not fall below the FLSA minimum wage.

All optional deductions from an employee's paycheck must be authorized by the employee in writing.

Deductions Required by Law

The following deductions are required by law and are withheld from every paycheck; no written authorization is required:

- **Social Security/Medicare/TRS:** The amounts withheld are based upon a tax rate set by law and are applied up to a certain specified amount of annual earnings. The school is liable for an amount equal to the amount of tax paid by the employee at the time the wages are paid.
- **Federal Withholding Income Tax:** Federal income tax will be withheld from each employee's paycheck. The amount is shown on the paycheck stub under the heading "Federal withholding." The Internal Revenue Service ("IRS") requires that deductions be made based on an employee's gross earnings in accordance with established withholding tax tables in effect at the time of withholding.

The classification used to determine the amount of tax withheld is taken from the Employee's Withholding Allowance Certificate (Form W-4). The withheld tax is forwarded to the IRS, and the employee is given credit toward payment of their individual income tax.

- **Involuntary Assignment of Wages:** An involuntary assignment of wages – also called a garnishment – requires that the school deduct certain amounts from an employee's wages in order to repay the employee's debts, such as child support and court ordered wage garnishments. The school will make such deduction from an employee's paycheck only upon receipt of official notice and/or paperwork from a court or governing body.

If you have questions why deductions were made from your paycheck or how they were calculated, notify the Business Office.

Administrative Pay Corrections

In the event of an error in payment, the employee should contact his/her supervisor as soon as possible. The supervisor will then contact the Business Office and send the necessary paperwork to correct the matter.



Any questions concerning how or when corrections will be made should be directed to the appropriate supervisor and/or Business Office.

Direct Deposit

All faculty and staff are required to enroll in direct deposit. Every employee participating in the program must sign a Direct Deposit Authorization Agreement form.

Wage and Tax Statements

All employees will receive a Wage and Tax Statement (Form W-2) from Manara Academy showing their annual earnings and the amounts deducted for Social Security, Medicare, TRS and federal income taxes.

W-2 forms will be prepared by the Business Office and distributed on or before January 31st of each year.

Fair Labor Standards Act (FLSA)

Employment Categories

It is the intent of Manara Academy to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at-will at any time is retained by both the employee and the school.

Each employee is designated as either EXEMPT or NON-EXEMPT under federal and state wage and hour laws in accordance with applicable federal law. NON-EXEMPT employees are entitled to overtime pay under the specific provisions of federal law. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. An employee's EXEMPT or NON-EXEMPT classification may be changed only upon written notification by the school, and in accordance with applicable federal law.

Exempt status applies to the position and not the employee. Exempt simply means the position the employee fills is exempt from the Fair Labor Standards Act ("FLSA"), and is not entitled to overtime compensation.

Exempt employees are paid on a salaried basis, and their salary is not reduced for absences of less than one full day. However, any full days of absence taken in excess of the employee's allotment time will result in an employee payroll deduction calculated on a pro-rated daily rate.

Non-exempt positions are those positions that are not exempt from the FLSA. Non-exempt positions require the school to pay the employee overtime (time and a half) for all hours worked in excess of 40 during a workweek. The key phrase here is "hours worked." An employee may work 32 hours in a week and have 16 hours of vacation time. This would reflect as 48 hours on a paycheck, but for overtime calculation, the employee actually worked 32 hours – so overtime would not be paid. All employees in positions that are classified as non-exempt will be required to maintain a time card or record, and will be eligible for overtime pay in accordance with the appropriate Wage and Hour laws.



The organization's positions are reviewed and assigned an FLSA (exempt or non-exempt) status that is maintained on a master record. Employees may obtain this information from Human Resources.

Timekeeping

Federal and state laws require Manara Academy to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties. Employees are not to estimate future hours and include them on their time sheets.

Non-exempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. This work log should be recorded as it takes place – not several hours or days later. Overtime work must always be approved before it is performed.

Non-exempt employees should report to work no more than 15 minutes prior to their scheduled starting time nor stay more than 15 minutes after their scheduled stop time without expressed, prior authorization from supervisor.

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

Wage and Overtime

Employees not exempt under the Fair Labor Standards Act shall be paid at least minimum wage and receive compensation for overtime under the conditions specified in the Act. Under no circumstances should an employee work “off the clock” or outside of the employee’s approved work schedule.

Section V: Benefits

Manara Academy currently offers the following benefit programs to eligible employees in the manner prescribed by law:

- Teacher Retirement
- Health Coverage Benefit
- COBRA
- Supplemental

Benefits eligibility is dependent upon a variety of factors, including employee classification. Human Resources can identify the programs for which you are eligible.

Teacher Retirement System (“TRS”) - Covered Employment

Employment that makes one eligible for membership in TRS is:

- Regular employment in a public, state-supported educational institution in Texas that is expected to last for a period of four and one-half months or more;



- For one-half or more of the standard full-time workload; and
- With compensation paid at a rate comparable to the rate of compensation for other persons employed in similar positions.

An employee of a public, state-supported educational institution in Texas meets these requirements if the member's customary employment is for 20 hours or more each week and for four and one-half months or more in one school year.

Full-time service is employment that is usually 40 clock hours per week.

If the TRS-covered employer has established a lesser requirement for full-time employment for certain positions, full-time service includes employment in those positions. In no event may full-time employment require less than 30 hours per week.

All new TRS Eligible employees are eligible for benefits on the first day of the month following the first day worked, or the date they become eligible for benefits. At no time will employees be eligible for coverage before the first day worked by the employee. If an employee does not enroll within 31 days of eligibility, that employee will be eligible to enroll during the next open enrollment opportunity.

All regular employees of the public education system in Texas (employed for four and one-half months or more, for one-half time or more of the standard full-time workload, and paid at a rate comparable to other persons employed by that employer in similar positions) must participate in TRS, unless an exception to TRS membership applies.

The exceptions to TRS membership include but are not limited to:

- A substitute, as defined by TRS Rules (To be considered a substitute, the individual must be serving in a position currently held by another employee and paid at a rate of pay that does not exceed the rate for substitute work established by the employer.);
- A person employed on a temporary (less than four and one-half months), part-time (less than one-half time), seasonal, or on an irregular basis.

Substitutes not receiving TRS service retirement benefits that work at least 90 days a year may also be eligible for TRS membership and to purchase one year of creditable service. TRS provides members with an annual statement of their accounts showing all deposits and the total account balance for the year ending August 31, as well as an estimate of their retirement benefits.

Manara Academy will make all required contributions for employees eligible for TRS benefits on a timely basis.

Health Coverage Benefits

Manara Academy currently offers medical coverage through Cigna Healthcare. The school's medical coverage plan(s) is/are approved annually by the Board. The school's annual contribution to the plan(s) is also approved on an annual basis by the Board. Details regarding the Manara Academy's health coverage benefit may be obtained from the HR Dept.



Benefits Continuation – COBRA

Manara Academy will notify employees of their potential rights under COBRA upon separation from employment with the school.

Other Benefits

From time to time, Manara Academy may offer its employees the option to additionally purchase and/or participate in various other benefits and insurance programs, subject to the terms and conditions of the various programs.

Unemployment Compensation Insurance

Terminated employees may be eligible for unemployment compensation benefits under the Texas Unemployment Compensation Act. At-will employees and employees whom are provided with a notice of reasonable assurance of returning to service are not eligible for unemployment benefits during regularly scheduled breaks in the school year or summer months. Employees with questions about unemployment benefits should contact HR Dept.

Section VI: Employee Attendance and Leave

Attendance and Punctuality

To maintain a safe and productive work environment, Manara Academy expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on Manara Academy.

Work hours for most employees are:

Manara STEM Academy – 7:15 A.M. to 4:00 P.M.

Manara Irving Elementary – 7:15 A.M. to 4:00 P.M.

Manara Irving Intermediate – 7:15 A.M. to 4:00 P.M.

Manara Leadership Academy – 7:30 A.M. to 4:15 P.M.

However, there may be exceptions to this requirement based on the employee's role at Manara Academy. Your supervisor will provide you with your actual work schedule, if it varies from the above.

Teachers are expected to be in their classrooms by 7:30 A.M. However, on many occasions, it will be necessary to meet with colleagues and administrators before or after regular school hours and possibly during evenings and weekends.

Late Arrival or Absence

Absence is defined as an employee's failure to report to work during their scheduled work hours. All employees are encouraged to show up for work during their normal scheduled work hours. In the event that an employee will be absent from work or late, the employee must notify their correct supervisor no later than 60 minutes before the employee's scheduled starting time on the same day to avoid disciplinary actions. If the employee cannot call within the allotted time due to an illness or an emergency, the employee should have someone else make the call for the employee.



Excessive Absenteeism or Tardiness

Excessive absenteeism, tardiness, and leaving work prior to the designated time may result in grounds for any of the following disciplinary actions:

- Disciplinary probation.
- Denial of pending or future promotion.
- Production of medical certification of reason or reasons for absences and/or tardiness.
- Any other appropriate disciplinary measure, including suspension or termination of employment.

Job Abandonment

Job abandonment is defined as an employee that has not showed up for their scheduled work day and has not notified their employer due to the fact that they have no intention of returning to their job; the employees' intention is to quit.

In accordance to Manara Academy's sick leave policy, if an employee cannot report to work during their regular work schedule due to a sickness or illness they are to notify their correct supervisor immediately. Employees who do not report to work or notify their correct supervisor for three consecutive business days for any reason or matter will be considered as having resigned as a result of job abandonment. In the event that an employee was not able to contact the employer due to a medical situation, the employer will be obligated to determine if the absence is covered under the Family and Medical Leave Act (FMLA). In some cases, Americans with Disabilities act (ADA) may apply. In any case, Manara Academy will perform an investigation before making any decisions that could result in FMLA claims, ADA claims or wrongful termination claims.

Notice of Voluntary Resignation

An employee voluntarily resigning from their position is requested to provide notice of resignation to their correct supervisor as follows:

- One (1) Month Advance Notice of Termination by Teachers and Other Exempt Employees
- Two (2) Weeks Advance Notice of Termination by Non-Exempt Employees.

An employee who provides the appropriate notice of resignation above shall be paid for any accrued but unused personal leave up to the date of the last day of employment provided in such notice.

Employees who do not give appropriate notice will not be paid for any accrued but unused personal leave. No payment shall be made for sick leave or any other type of leave, regardless of whether or not the employee provided advance notice of resignation.

Exit Interview/Questionnaire

An exit interview may be conducted with each employee that voluntarily resigns from employment with Manara Academy and the employee may be asked to complete an Exit Questionnaire Form.



Holiday Leave

Each year, the Board (in consultation with school administrators) will establish a school calendar indicating school holidays and closures. This calendar is distributed to each school employee.

*Please refer to calendars listed on Manara Academy's official website.

Time Off

187-day Employees	5 State days and 5 Local days
220-day Employees	5 State days, 5 Local days
233-day Employees	5 State day, 5 Local days, 7 Flex Vacation days

- Note – Vacation days can change based on calendar year

Vacation

Vacation days are earned from July 1 to June 30 of each academic year for each employee with flexible vacation time. Unused vacation days can be carried over to the next school year, however the carryover days must be used by June 30th of the next calendar year. Flex vacation employees will accrue time during the fiscal year with the ability to borrow against vacation time starting July 1 of each academic year. If an employee is terminated or resigns and their vacation time bank is in the negative the amount will be deducted from employee's final pay check. If the employee is terminated or resigns and their vacation time bank is in the position the amount will be paid out in employee's final pay check.

An authorized Manara Academy holiday that falls on a normal business day during your vacation is not counted as a vacation day.

State Days

Full-time employees are eligible for five state days per year. The employee has to inform the Supervisor of his/her intention to use the state day(s) at least 1 week in advance in writing. State days may be rolled over to the next year of employment. Employees will not be paid out for any unused state days when their employment ends. State days are transferable to other districts.

Local Days

Full-time employees are eligible for five local days per year. The employee has to inform the Supervisor of his/her intention to use the local day(s) at least 1 week in advance in writing. Local day cannot be rolled over to the next year of employment. Employees will not get paid for any unused local days when their employment ends.

All time off requires approval. A request should be submitted through Eduphoria at least one week in advance. In the event that the request for personal leave is approved, arrangements will need to be made to cover the workload, instruction or classes. Although personal leave may be taken at the employees' discretion, 187-day and 220-day employees are restricted from taking leave on the day before or the day after a school break. Principal, Teachers, Paraprofessional, Administrative Staff, etc... are restricted to use personal time on the day before and/or the day



after testing and breaks in the school calendar. Approval for use of personal leave is based on the needs of the students and the campus. Should a supervisor reject or deny leave and the employee believes the leave should be approved, the employee should appeal the decision through the grievance process.

Bereavement Leave

Full-time and part-time employees may be absent, without loss of pay in the event of a death. Employees may use up to three workdays per occurrence for the death of an immediate family member. Bereavement leave will need to be reported to the correct supervisor in a timely manner. Any other relation to the deceased will need to be approved at the District Office level. If the death occurs during a weekend (Saturday and Sunday) or on a national holiday in which the employee is not scheduled to work, the bereavement leave will begin on the next scheduled working day. This excludes any breaks in the school work calendar that has more than two days off for break (i.e. Thanksgiving break, winter break and spring break)

Immediate family is defined as the following:

- Spouse;
- Son, daughter, step-son, step-daughter, including biological, adopted, foster child, a current son-in-law, daughter-in-law, or a legal ward;
- Parent, step parent, current father-in-law, mother-in-law, or other individuals who stands as a parent to the employee;
- Sibling, current step-sibling, current brother-in-law, sister-in-law;
- Grandparent, grandchild, spouse's grandparent
- Any person residing in employee's household.

Emergency Leave

Employees may be granted up to two days of emergency leave without loss of pay or accumulated personal leave for destruction of their home or domicile due to flood, fire, or storm, other natural disasters or force majeure. Such leave is subject to the approval of the campus Principal or Superintendent or designee. Any further leave granted will result in a deduction of accumulated personal leave, a deduction of the daily rate of pay, or unpaid leave, unless otherwise provided by the School

Jury Duty and Other Court Appearances

The School will pay a non-exempt employee his or her normal daily compensation for each regularly scheduled workday on which the employee serves in any phase of jury service. Any employee selected for jury duty must notify his or her supervisor within 48 hours of the court's notice. The employee must also present documentation of jury service to his or her supervisor.

Employees will be paid while on leave to comply with a valid subpoena to appear in a civil, criminal, legislative, or administrative proceeding. Absences for court appearances related to an employee's personal business must be taken as personal leave or leave without pay (if no personal leave is available). Employees may be required to submit documentation of their need for leave for court appearances.



Voting Leave

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

Family and Medical Leave Act (FMLA)

The Family and Medical Leave Act ("FMLA") provides employees who meet certain eligibility criteria with unpaid leave for certain family and medical reasons during a 12-month period. During this leave, eligible employees are entitled to continue group health plan coverage as if they had continued to work. At the conclusion of the leave, subject to some exceptions, eligible employees generally have the right to return to the same or an equivalent position and equivalent pay, benefits and working conditions.

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

To be eligible for FMLA leave, an eligible employee must have been employed by Manara Academy:

- For at least 12 months (which need not be consecutive) and for at least 1,250 hours during the 12- month period immediately preceding the commencement of the leave; and
- At a worksite with 50 or more employees located within 75 miles of the employee's worksite.

Events that may Entitle Employees to FMLA Leave

- An eligible employee shall be entitled to a total of 12 workweeks of leave during any 12-month period for one or more of the following:
- Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- Because of the placement of a son or daughter with the employee for adoption or foster care.
- In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
- Because of a serious health condition that makes the employee unable to perform the functions of his or her position.
- Because of any Qualified Exigency (defined below) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.



Service Member Family Leave

An employee may be eligible for up to 26 weeks of “Service Member Family Leave” if the employee’s spouse, child, parent (not parents-in-law), or next of kin, is a current member of the active duty Armed Forces (including National Guard or Reserves), or a member of the Armed Forces (including National Guard or Reserves) on the Temporary Disability Retired List, who is recovering from a serious injury or illness incurred in the line of duty, while on active duty for which he or she is undergoing medical treatment, recuperation, therapy, in outpatient status, or otherwise on the Temporary Disability Retired List. (This does not include former members of the Armed Forces, former members of the National Guard and Reserves and members on the Permanent Disability Retirement List).

With respect to both Qualified Exigency and Service Member Family leave, employees may take the leave intermittently or on a reduced leave schedule. However, if an employee has accrued paid leave (vacation, local, or state leave), he or she must substitute any qualifying paid leave for unpaid leave first. “Qualifying paid leave” is leave that would otherwise be available to eligible employees for the purpose for which FMLA leave is taken. The remainder of the 26 work weeks of leave, if any, will be unpaid leave. Any paid leave used for an FMLA-qualifying reason will be charged against an employee’s entitlement to FLMA leave. This includes leave for disability provided that the leave meets FMLA requirements. The substitution of paid leave for unpaid leave does not extend the 26-workweek leave period.

Qualifying Exigency FMLA Leave

An employee may be entitled to Qualifying Exigency FMLA leave if the employee’s spouse, child, or parent is in the National Guard, is a Reservist, or is retired military and is called to active duty, or has been notified of an impending call or order to active duty in support of a contingency operation as defined by federal law. The time spent in several specific activities, defined by law as “Qualifying Exigencies,” may also be considered FMLA time. (This does not include those on the Permanent Disabled Retired List or Active Duty Military).

Certification of Leave

The first time an employee requests Qualifying Exigency leave, the school will require the employee to provide a copy of the covered military member’s active duty orders or other documentation issued by the military that indicates that the covered military member is on active duty, or call to active duty status in support of a contingency operation, and the dates of the covered military member’s active duty service.

In addition, each time an employee first requests leave for one of the Qualifying Exigencies, the school may require certification of the exigency necessitating leave. Certification supporting leave for a Qualifying Exigency includes: appropriate facts supporting the need for leave, including any available written documentation supporting the request; the date on which the Qualifying Exigency commenced or will commence, and the end date; where leave will be needed on an intermittent basis, the frequency and duration of the Qualifying Exigency; and appropriate contact information if the exigency involves meeting with a third-party.



Post-Deployment Activities

An employee may be entitled to take Qualifying Exigency leave for certain qualifying post-deployment exigencies, including reintegration activities, for a period of 90 days following the termination of the covered military member's active duty status.

State calls to active duty are not covered unless under order of the President of the United States.

The Maximum Amount of FMLA Leave within a 12-Month Period

Except as provided above, an employee is entitled up to 12 weeks of unpaid leave during a 12-month period for any FMLA qualifying reason(s). The 12-month period is a rolling period measured backward from the last date the employee used any FMLA leave. An eligible employee who is eligible for Service Member Family Leave may take a maximum of only 26 weeks during a rolling 12-month period, even if the employee also qualifies for FMLA leave for a reason other than Service Member Family leave.

Limitations on FMLA Leave

Leave to care for a newborn, or for a newly placed adopted or foster child, must conclude within 12 months after the birth or placement of the child. When both spouses are employed by the school, they are entitled to a combined total of twelve 12 work weeks of FMLA leave within the designated 12-month period for the birth, adoption, or foster care placement of a child, for aftercare of the newborn or newly placed child, and to care for a parent (but not in-law) with a serious health condition. Each spouse may be entitled to additional FMLA leave for other FMLA-qualifying reasons, but not more than a total of twelve 12 workweeks per person. For example, if each spouse took six weeks of leave to care for a newborn child, each could later use an additional six weeks due to his or her own serious health condition or to care for a parent or child with a serious health condition.

Intermittent or Reduced Work Schedule Leave

FMLA leave may be taken intermittently or on a reduced leave schedule under certain circumstances. "Intermittent leave" is FMLA leave taken in separate blocks of time due to a single qualifying reason. A "reduced leave schedule" is a leave schedule that reduces an employee's usual number of working hours per workweek, or hours per work day. For leave taken because of the employee's own serious health condition, to care for a parent, son, or daughter with a serious health condition, or military caregiver leave, there must be a medical need for leave, and it must be that such medical need can be best accommodated through an intermittent or reduced leave schedule. Leave due to a Qualifying Exigency may also be taken on an intermittent or reduced schedule basis.

When leave is taken after the birth of a healthy child or placement of a healthy child for adoption or foster care, an eligible employee may take leave intermittently, or on a reduced leave schedule, only if the school agrees.

If an employee requests intermittent or reduced schedule leave that is foreseeable based on planned medical treatment, the school may require the employee to transfer temporarily to an available alternative position for which the employee is qualified, and which better accommodates recurring periods of leave than does the employee's regular position.



Calculating Leave Use

When an employee takes leave on an intermittent or reduced schedule, only the amount of leave actually taken may be counted toward the employee's leave entitlement. The school must account for intermittent or reduced schedule leave using an increment no greater than the shortest period of time that it uses to account for use of other forms of leave, provided the increment is not greater than one hour.

Request for FMLA Leave

Any absence of five days or more for an illness or medical condition may be designated FMLA leave and will require appropriate documentation. Employees should request FMLA leave by notifying their appropriate supervisor, completing an Employee Change Notice (ECN) and submitting the ECN form to the HR Department. Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When such notice is not possible, the employee must provide notice as soon as practicable, and generally must comply with the school's call-in procedures.

Employees must provide sufficient information to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider; or circumstances supporting the need for military family leave. Employees also must inform the HR Department if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Required Documentation for Birth, Adoption, or Health-Related FMLA Leave

When leave is taken to care for a family member, the school will require employees to provide documentation or a statement of a family relationship (birth certificate or court document). The employee may be required to submit medical certification from a health care provider to support a request for FMLA leave for his or her or a family member's serious health condition. Medical certification forms are available from the main office.

If the school deems the medical certification to be incomplete or insufficient, the school will specify, in writing, what information is lacking, and the employee will have seven calendar days to cure the deficiency. It is the employee's responsibility to provide a complete and sufficient certification. Such failure to provide complete and sufficient certification, despite the opportunity to cure any deficiency, may lead to denial of FMLA leave. The school may (a) have a designated health care provider or the Business Manager (but in no case the employee's direct supervisor) contact the employee's health care provider in an effort to clarify or authenticate the initial certification if the school has reason to doubt an employee's initial certification; and/or (b) require the employee to obtain a second opinion by an independent provider at the school's designation and expense. If the initial and second certifications differ, the school may, at its expense, require the employee to obtain a third, final and binding certification from a jointly-selected health care provider.



During FMLA leave, the school may request that the employee provide recertification of a serious health condition, at intervals, in accordance with the FMLA. In addition, during FMLA leave, the employee must provide the school with periodic reports regarding his or her status and intent to return to work. If the employee's anticipated return to work date changes, and it becomes necessary for the employee to take more or less leave than originally anticipated, he or she must provide the school with reasonable notice (within two business days) of such changed circumstances and new return to work date. If the employee gives notice of such intent not to return to work, he or she will be considered to have voluntarily resigned.

Before an employee returns to work from FMLA leave for his or her own serious health condition, the employee will be required to submit a fitness-for-duty certification from his or her health care provider with respect to the condition for which the leave was taken, stating that the employee is able to perform the essential functions of his or her job. Where a reasonable job safety concern exists, the school may require a fitness-for-duty certification before an employee's return to work from intermittent leave.

FMLA leave or return to work may be delayed or denied if the appropriate documentation is not provided in a timely manner. Also, a failure to provide requested documentation of the reason for an absence from work may lead to termination of employment.

Use of Paid and Unpaid Leave

FMLA provides eligible employees with up to 12 workweeks of unpaid leave, except as described above. However, if an employee has accrued paid leave (vacation, sick, or personal leave), he or she must substitute any qualifying paid leave for unpaid FMLA leave first. Substituted paid leave will run concurrently with the unpaid FMLA leave. "Qualifying paid leave" is leave that would otherwise be available to an employee for the purpose for which FMLA leave is taken. The remainder of the 12 workweeks of leave, if any, will be unpaid leave. Any paid leave used for an FMLA-qualifying reason will be charged against the employee's entitlement to FMLA leave. This includes leave for disability provided that the leave meets FMLA requirements. The substitution of paid leave for unpaid leave does not extend the 12 work week period. During the period that an employee takes a leave of absence, including FMLA, he or she is not eligible to accrue paid time off benefits. Accruals will resume upon the employee's return to work.

Designation of Leave

The HR Department will notify an employee that his or her leave has been designated as FMLA leave within five business days, absent extenuating circumstances, of the school's determination that leave is for an FMLA qualifying reason. If an employee has not notified the school of the reason for the leave, and desires that leave be counted as FMLA leave, he or she must notify HR Department within two business days of returning to work that the leave was for an FMLA reason.



Special Rules for Instructional Employees

Special rules may apply to certain employees of charter schools. These special rules affect leave taken intermittently or on a reduced schedule, or taken near the end of an academic term (semester) by instructional employees.

“Instructional employees” are those whose primary 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 interventionist, and special education assistants. It does not include teacher assistants or aides who do not have as their primary job actual teaching or instructing.

Failure to Provide Notice of Foreseeable Leave

If an instructional employee does not give required notice of foreseeable leave to be taken intermittently or on a reduced schedule, the school may require the employee to take leave of a particular duration or to transfer temporarily to an alternative position. Alternatively, the school may require the employee to delay the taking of leave until the notice provision is met.

Twenty Percent (20%) Rule

If an eligible instructional employee needs intermittent leave or leave on a reduced leave schedule to care for a family member with a serious health condition, to care for a covered service member, or for the employee’s own serious health condition; the leave is foreseeable based on planned medical treatment; and the employee would be on leave for more than 20% of the total number of working days over the period the leave would extend, the school may require the employee to choose:

- To take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
- To transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee’s regular position.

“Periods of a particular duration” means a block or blocks of time beginning no earlier than the first day for which leave is needed and ending no later than the last day on which leave is needed, and may include one uninterrupted period of leave. If an employee chooses to take leave for “periods of a particular duration” in the case of intermittent or reduced schedule leave, the entire period of leave taken will count as FMLA leave.

Leave at the End of a Semester

As a rule, the school may not require an employee to take more FMLA leave than the employee needs. The FMLA recognizes exceptions where instructional employees begin leave near the end of a semester. As set forth below, the school may, in certain cases, require the employee to take leave until the end of the semester.

The school semester, or “academic term,” typically ends near the end of the calendar year and the end of spring each school year. In no case may a school have more than two academic terms or semesters each year for purposes of the FMLA.



If the school requires the employee to take leave until the end of the semester, only the period of leave until the employee is ready and able to return to work shall be charged against his or her FMLA leave entitlement.

Any additional leave required by the school to the end of the semester is not counted as FMLA leave; however, the school shall maintain the employee's group health insurance and restore the employee to the same or equivalent job, including other benefits, at the end of the leave.

More Than Five Weeks before the End of the Semester

The school may require an instructional employee to continue taking leave until the end of the semester if:

- The employee begins leave more than five weeks before the end of the semester;
- The leave will last at least three weeks; and
- The employee would return to work during the three-week period before the end of the semester.

During Last Five Weeks of the Semester

The school may require an instructional employee to continue taking leave until the end of the semester if:

- The employee begins leave during the last five weeks of the semester for any reason other than the employee's own serious health condition or a Qualifying Exigency;
- The leave will last more than two weeks; and
- The employee would return to work during the two-week period before the end of the semester.

Failure to Return to Work Following FMLA Leave

If an employee does not return to work following the conclusion of FMLA leave, he or she will be considered to have voluntarily resigned. The school may recover from the employee such portion of health insurance premiums that were paid on the employee's behalf during any unpaid FMLA leave. Recovery may be made through deductions from any outstanding sums due to the employee, except where prohibited by federal or state law, or through legal action against the employee.

For further information or clarification about FMLA leave, please contact the HR Dept. For more information or to file a complaint with the U. S. Department of Labor (DOL), you may contact them by phone at 1-866-487-9243 or visit the website at: www.wagehour.dol.gov.

Military Leave of Absence

Manara Academy is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is Manara Academy's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in, or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Furthermore, no



person will be subjected to retaliation or adverse employment action because such person has exercised his/her rights hereunder. If any employee believes that he/she has been subjected to discrimination in violation of this provision, the employee should immediately contact Human Resource or the Representative's Supervisor if the Representative is unavailable or unable to be of assistance.

Temporary (Two-Week) Military Leave

In addition to the rights and benefits provided to employees taking Extended Military Leave (as described in this Handbook), eligible employees who must be absent from their job for a period of not more than ten working days each year in order to participate in temporary military duty are entitled to as many as ten days' unpaid military leave. All benefits will continue during an employee's temporary military leave.

All Other (Extended) Military Leave

Employees directed to participate in extended military duties in the U.S.

Armed Forces that exceed ten working days will be placed on an unpaid military leave of absence status for a period of as long as five years, except as otherwise required by USERRA, and will be entitled to the rights and benefits described below and in accordance with Manara Academy's policies and procedures.

Section VII: Employee Conduct

General

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

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

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

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

Code of Ethics

All certified educators employed at the school shall comply with the following Code of Ethics:



A. Texas Educator Preamble

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

B. Professional Ethical Conduct, Practices and Performance.

- The educator shall not intentionally, knowingly, or recklessly engage in deceptive practices regarding official policies of the charter school, the Texas Education Agency, or the State Board of Educator Certification (SBEC) and its certification process.
- The educator shall not knowingly misappropriate, divert, or use monies, personnel, property, or equipment committed to his or her charge for personal gain or advantage.
- The educator shall not submit fraudulent requests for reimbursement, expenses, or pay.
- The educator shall not use institutional or professional privileges for personal or partisan advantage.
- The educator shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or to obtain special advantage. This standard shall not restrict the acceptance of gifts or tokens offered and accepted openly from students, parents of students, or other persons or organizations in recognition or appreciation of service.
- The educator shall not falsify records, or direct or coerce others to do so.
- The educator shall comply with state regulations, written local school board policies, and other state and federal laws.
- The educator shall apply for, accept, offer, or assign a position or a responsibility on the basis of professional qualifications.
- The educator shall not make threats of violence against school employees, members of the Board of Trustees, students, or parents of students.
- The educator shall be of good moral character and be worthy to instruct or supervise the youth of this state.
- The educator shall not intentionally or knowingly misrepresent his or her employment history, criminal history, and/or disciplinary record when applying for subsequent employment.
- The educator shall refrain from the illegal use or distribution of controlled substances and/or abuse of prescription drugs and toxic inhalants.
- The educator shall not consume alcoholic beverages on school property or during school activities when students are present.



C. Ethical Conduct Toward Professional Colleagues

- The educator shall not reveal confidential health or personnel information concerning colleagues unless disclosure serves lawful professional purposes or is required by law.
- The educator shall not harm others by knowingly making false statements about a colleague or the school system.
- The educator shall adhere to written local school board policies and state and federal laws regarding the hiring, evaluation, and dismissal of personnel.
- The educator shall not interfere with a colleague's exercise of political, professional, or citizenship rights and responsibilities.
- The educator shall not discriminate against or coerce a colleague on the basis of race, color, religion, national origin, age, gender, disability, family status, or sexual orientation.
- The educator shall not use coercive means or promise of special treatment in order to influence professional decisions or colleagues.
- The educator shall not retaliate against any individual who has filed a complaint with the SBEC or who provides information for a disciplinary investigation in accordance with applicable laws or regulations.

D. Ethical Conduct toward Students

- The educator shall not reveal confidential information concerning students unless disclosure serves lawful professional purposes or is required by law.
- The educator shall not intentionally, knowingly, or recklessly treat a student or minor in a manner that adversely affects or endangers the learning, physical health, mental health, or safety of the student or minor.
- The educator shall not intentionally, knowingly, or recklessly misrepresent facts regarding a student.
- The educator shall not exclude a student from participation in a program, deny benefits to a student, or grant an advantage to a student on the basis of race, color, gender, disability, national origin, religion, family status, or sexual orientation.
- The educator shall not intentionally, knowingly, or recklessly engage in physical mistreatment, neglect, or abuse of a student or minor.
- The educator shall not solicit or engage in sexual conduct or a romantic relationship with a student or minor.
- The educator shall not furnish alcohol or illegal/unauthorized drugs to any person under 21 years of age unless the educator is a parent or guardian of that child or knowingly allow any person under 21 years of age unless the educator is a parent or guardian of that child to consume alcohol or illegal/unauthorized drugs in the presence of the educator.
- The educator shall maintain appropriate professional educator-student relationships and boundaries based on a reasonably prudent educator standard.
- The educator shall refrain from inappropriate communication with a student or minor, including, but not limited to, electronic communication such as cell phone, text



messaging, email, instant messaging, blogging, or other social network communication. Factors that may be considered in assessing whether the communication is inappropriate include, but are not limited to:

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

Professional Code of Ethics and Standard Practices for Texas Educators, amended to be effective December 26, 2010.

E. Financial Ethics

Manara Academy prohibits fraud and financial impropriety in the actions of its directors, employees, vendors, contractors, consultants, volunteers, and others seeking or maintaining a business relationship with the school.

Fraud and financial impropriety shall include but not be limited to:

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



Any person who suspects violation the ethical behaviors above shall report the suspicions immediately to any supervisor, the Superintendent or designee, the Board President, or local law enforcement.

Reports of suspected violations will be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with law. All employees involved in an investigation shall be advised to keep information about the investigation confidential.

Neither the Board nor any school employee shall unlawfully retaliate against a person who in good faith reports a perceived violation.

If an employee is found to have committed the violation, the Superintendent or designee shall take or recommend appropriate disciplinary action, which may include termination of employment and, when circumstances warrant, referral to appropriate law enforcement or regulatory authorities.

Employee Appearance

Dress, grooming, and personal appearance standards contribute to the morale of all employees and directly affect the professional image presented to students, parents, and visitors.

All staff will be neatly and professionally attired and groomed at all times.

Campus principals/supervisors will offer employees additional guidance on matters of professional dress, if needed. Final judgment regarding any professional dress will rest with the Superintendent.

Appropriate Dress

- Suits, dresses, blouses, dress slacks, dress jeans, dress capris, cardigans, polo shirts, button up shirts, and dress shirts.
- Dress top must cover the entire area.
- Skirts and dresses must be knee length.
- Blouses or dress tops must cover the midriff.
- Undergarments must not be visible.
- Clothing should be neither revealing, nor excessively tight, and it should not have rips, tears, or holes.

Appropriate Shoes

- Loafers, boots, tennis shoes, and dress sandals are appropriate.
 - Flip flops are not considered professional dress.

Appropriate Hair, Jewelry and Tattoos

- Hair must be neat and clean.
- Facial hair is allowed, but must be trimmed.
- Jewelry should be appropriate. No face jewelry or body piercing other than ears should be visible.



- Tattoos, if uncovered, must be of appropriate content.
- All of the above should not be distracting to students.

Employees should comply with the standards of conduct set out in this policy and with any other policies, and guidelines that impose duties, requirements, or standards attendant to their status as district employees.

Inappropriate Employee Conduct

The following are examples of employee misconduct. The district reserves the right to decide whether an action not listed below is a form of misconduct, with the final decision made by the Superintendent. An employee who conducts in any of the behavior below or in a way feels someone else might take actions that would be harmful to the district, should immediately notify their principal or direct supervisor.

- Threatening, intimidating or coercing fellow employees on or off Manara Academy premises, at any time, for any reason;
- Engaging in an act of sabotage; willful or with negligence causing the destruction or damage of Manara Academy property, or the property of fellow employees, volunteers, contractors, or visitors, in any manner;
- Theft of Manara Academy-owned property or the property of fellow employees, students, contractors or visitors;
- Unauthorized possession or removal of any school property, including documents, from the premises without prior permission from a supervisor;
- Unauthorized use of Manara Academy's equipment or property, including using Manara Academy's equipment for personal use or profit;
- Dishonesty, falsification or misrepresentation on an application for employment or other work records; falsifying reasons for leave of absence or other data requested by Manara Academy and/or alteration of Manara Academy's records or documents;
- Giving confidential or proprietary Manara Academy information to other schools, organizations or persons;
- Breach of confidentiality of personnel or student information;
- Malicious gossip, spreading rumors or otherwise engaging in behavior designed to create discord and lack of harmony;
- Willfully interfering with another employee on the job;
- Unsatisfactory performance or conduct, or
- Smoking in prohibited areas.

Conduct Involving Authorities

An employee who is arrested for a felony or any offense involving moral turpitude must report the arrest to the Superintendent or his or her immediate supervisor within three (3) calendar days of the arrest. An employee who is convicted of or received deferred adjudication for such an offense must also report that event to the Superintendent or his or her immediate supervisor



within three (3) calendar days of the event. An employee shall notify the Superintendent or his or her immediate supervisor within three (3) calendar days of any arrest, indictment, conviction, no contest or guilty pleas, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

- Crimes involving school property or funds;
- Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
- Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
- Crimes involving moral turpitude, which include but are not limited to:
 1. Dishonesty, fraud, deceit, theft, misrepresentation;
 2. Deliberate violence;
 3. Base, vile or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
 4. Felony possession, transfer, sale, distribution or conspiracy to possess, transfer, sell, distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
 5. Acts constituting public intoxication, operating a motor vehicle while under the influence of alcohol, or disorderly conduct if two or more acts are committed within any 12-month period; or
 6. Acts constituting abuse under the Texas Family Code.

Employees who fail to notify the Superintendent or his/her immediate supervisor within (3) three calendar days of any of the offenses listed above will be subject to disciplinary action up to and including termination.

Employee Discrimination / Harassment

Manara Academy prohibits discrimination, including harassment, based on a person's race, color, gender, national origin, military service, disability, religion, age, sexual orientation or any other basis prohibited by law. Discrimination against an employee is defined as conduct directed at an employee on the previous basis that adversely affects the employee's employment.

Retaliation against anyone involved in the complaint process is a violation of Manara Academy policy and acts of retaliation may result in disciplinary action up to and including termination of employment. Employees shall not tolerate discrimination or harassment of others and are encouraged to report claims as soon as possible to their supervisor. Failure to promptly report alleged harassment may impair the school's ability to investigate and address the claim(s).

Prohibited harassment of an employee is defined as physical, verbal, or nonverbal conduct based on an employee's race, color, religion, gender, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Has the purpose of effect of unreasonably interfering with the employee's work performance;



2. Creates an intimidating, threatening, hostile, or offensive work environment;
3. Otherwise adversely affects the employee's performance, environment or employment opportunities.

Employees shall not engage in conduct constituting discrimination or harassment. Manara Academy shall investigate all allegations of such claims and shall take appropriate disciplinary action against employees found to engage in such acts. A substantiated charge of discrimination and/or harassment shall result in disciplinary action.

An employee who believes he or she has experienced prohibited conduct or believes that another employee has experienced prohibited conduct should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor. Alternatively, the employee may report the alleged acts to Human Resources. A complainant who is not satisfied with the outcome of the investigation may appeal through the School's formal complaint process, as described on in this Handbook.

Student Discrimination / Harassment

Manara Academy prohibits discrimination, including harassment, against any student on the basis of race, color, religion, gender, national origin, disability, age, sexual orientation, military service or any other basis prohibited by law. Discrimination against a student is defined as conduct directed at a student on the previous bases that adversely affects the student.

Manara Academy prohibits dating violence, as defined by law. Retaliation against anyone involved in the complaint process is a violation of Manara Academy policy and acts of retaliation may result in disciplinary action, up to and including, termination of employment. Employees shall not tolerate any form of discrimination of students and shall report any alleged acts in a timely manner. Failure to promptly report alleged discrimination may impair the School's ability to investigate and address the discrimination/harassment.

Manara Academy employees shall not engage in discrimination of students nor tolerate student-to-student discrimination or harassment.

Manara Academy shall investigate all allegations of such discrimination and shall take appropriate disciplinary action against employees or students who have engaged in such acts. Sexual harassment includes dating violence as well as any unwelcome verbal or physical sexual advances, including but not limited to engaging in sexually oriented conversations, telephoning or texting students at home or elsewhere to solicit unwelcome social relationships, physical contact that would reasonably be construed as sexual in nature, threatening or enticing students to engage in sexual behavior in exchange for grades or other school-related benefit, request for sexual favors, sexually motivated physical, verbal, or nonverbal conduct when the conduct affects the student's ability to participate in or benefit from a program or activity, or creates an intimidating, threatening, hostile or offensive educational environment.

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



Sexual Harassment Complaint Procedures

Manara Academy will take appropriate actions against all substantiated allegations of harassment. Employees who believe they are being sexually harassed are requested to take the following actions:

- In the event an employee believes he/she is a victim of harassment; he/she should contact his/her supervisor immediately. In the event the supervisor is the alleged harasser, the employee should contact the next level of management immediately.
- Any employee who is uncomfortable with face-to-face interaction may write down his/her complaints in a memo and submit them to the appropriate supervisor or the Human Resources Department.
- Supervisors are expected to contact the Human Resources Department immediately upon receiving a complaint of sexual harassment. Supervisors are not to investigate and try to handle the situation alone. All complaints of harassment must be reported to Human Resources.
- All complaints will be handled in a timely manner. The complaint will be handled in as confidential to the extent possible. Under no circumstances will information concerning any employee's complaint be released by Manara Academy to any third person or to anyone within Manara Academy who is not involved in the investigation.
- In the event of a complaint involving the Superintendent, complaint should be made to the President of the Board.

The purpose of this provision is to maintain impartiality and confidentiality to the extent possible. Both the individual filing the complaint and the alleged harasser have equal privacy rights under the law. Due to the nature of the investigative requirements and process, it may not be possible to ensure absolute confidentiality, but Manara Academy will protect the privacy and confidentiality of both the accuser and accused to the extent possible.

Retaliation is strictly prohibited. Retaliation against any person who in good faith reports or complains about sexual harassment is illegal and will not be tolerated. 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, poor performance appraisals, transfer, and assignment of demeaning tasks or taking any kind of adverse actions against a person who complains about sexual harassment.

In addition to using the school's complaint process, an employee may file a formal complaint with the United States Equal Employment Opportunity Commission (EEOC) or Texas Workforce Commission Civil Rights Division (TWCCRD). Additional information may be found by visiting:

<http://www.eeoc.gov/employees/charge.cfm> or

<http://www.twc.state.tx.us/customers/jsemp/employee-rights-laws.html>



Conducting the Investigation

Manara Academy recognizes all official complaints as a serious matter and will follow through with an appropriate and timely investigation of the allegations. All complaints must be investigated. At no time will an employee who files a complaint be required or allowed to handle the problem themselves.

All investigations into sexual harassment will follow these guidelines:

- The complainant will be asked for specifics about what happened, where it happened, when it happened and why.
- Co-workers may be questioned, to determine if there are other victims or witnesses to the harassment.
- The accused employee will be questioned and will be informed of who is complaining and be asked for their statement/explanation. The accused employee will be warned not to retaliate or to discuss the matter with the complainant or any other Manara Academy employees or affiliated persons without permission from the investigator/Manara Academy administration. Failure of the accused employee to abide by this will be grounds for disciplinary action, up to and including, termination.

Corrective Action

Manara Academy will take prompt, effective action to end any harassment and to deter future harassment. After all the circumstances of the complaint, including responses of the alleged perpetrator and witnesses, have been documented, a determination will be made as to whether or not a sexual harassment has occurred. Prompt corrective action, if warranted, will follow immediately. This may include discipline or termination of the perpetrator or the complainant in the case that a falsified and malicious complaint was discovered and substantiated. The complainant and other persons directly involved will be provided notice of Manara Academy's disposition in the matter.

Either the complaining employee or the alleged employee has the right to appeal the determination of the investigation to the Board if he/she indicates so in writing, and delivers the appeal to the Superintendent within ten (10) calendar days of the determination.

Manara Academy accepts no liability for harassment of one employee by another employee. The individual who makes unwelcome advances, threatens or in any other way harasses another employee is personally liable for such actions and their consequences. Manara Academy will not provide legal, financial, or other assistance to an individual accused of harassment if a legal complaint is filed.

Reporting Unlawful Acts or Acts in Violation of School Policy

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



Fraud, Dishonesty and False Statements

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

Insubordination

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

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

Employee Discipline

Employment with Manara Academy is based on mutual consent and both the employee and Manara Academy have the right to terminate employment at-will, with or without cause or advance notice. With the exception of the employee under 1 year or 3 year contracts, these employees must give a 30-day notice.

Manara Academy may use progressive discipline at its discretion.

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

1. Verbal warning.
2. Conference with a supervisor and/or the Superintendent.
3. Written warning.
4. Suspension with or without pay.
5. Termination of employment.

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

Participation in Social Networking Sites

Employees have a right to participate in social networking sites, blogs, forums, wikis, etc. as individuals in the community; however, employees should not post anything (through written messages, images, or videos) that would violate student confidentiality or the professionalism and ethical conduct expected of Manara Academy employees, or that would negatively impact the perception of the employee's ability to be effective in their employment capacity, or that uses images or intellectual property of Manara Academy inappropriately. Postings that are considered



inappropriate or disruptive may be addressed by Manara Academy and could have an impact on an individual's employment status.

Sales and Solicitations

In the interest of maintaining an efficient, safe, orderly and productively work environment, Manara Academy's general policy is to prohibit solicitations of products or services by anyone on the premises. Under no circumstances may an employee disturb the work of others to solicit or distribute literature to other employees during working time. Non-employees are absolutely prohibited anywhere on the premises for the purpose of selling products or services, soliciting employees or distributing literature. No one may sell investment products under any voluntary retirement plan on Manara Academy property during hours of operation, including staff meetings. Commercial advertisements or sales for personal profit or non-school related activities are prohibited. Any attempts to conduct such selling or solicitation should be reported immediately to Human Resources/ Superintendent.

Public Relations/Media

The Board has designated the Superintendent as the official spokesperson for media questions and public relations. Any official statements from Manara Academy to the media are to be handled through the Superintendent or designee only.

Employee Involvement

All staff members are encouraged to attend Manara Academy functions. Additionally, appropriate staff members must attend student related meetings and functions including, but not limited to: parent meetings and conferences, open houses, scheduled faculty/staff meetings, and ARD/504 meetings. As part of the school's planning and decision-making process, employees may either be asked or elected to serve on advisory committees.

Faculty/Staff Meetings

Employees are expected to attend regularly scheduled meetings whenever deemed necessary. Any absence from a meeting must have prior approval. An absent employee is expected to contact their supervisor for meeting details.

Outside Employment

Employees who wish to accept outside employment or engage in other activities for profit, including tutoring or other private instruction, must provide written notification to their direct supervisor. The outside employment must not interfere with the employee's ability to carry out his/her regular assignment and render a decision concerning the request.



Section VIII: Employee Health and Safety

Workplace Safety and Occupational Safety and Health Administration (OSHA)

Compliance

To assist in providing a safe and healthy work environment for employees, students, parents, and visitors, the school has established a workplace safety program. This program is a top priority of the school, and its success depends on the alertness and personal commitment of all.

The school provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the Superintendent. Employees who violate safety standards, cause hazardous or dangerous situations, fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify their immediate supervisor. Such reports are necessary to comply with laws and initiate insurance and work injury benefit procedures.

Hazard Communication Act

Manara Academy is concerned about the safety of all employees, and therefore will perform the following duties in compliance with the Texas Hazard Communication Act:

- Post and maintain the notice promulgated by the Texas Department of State Health Services (TDSHS) in the workplace.
- Provide an education and training program for employees using or handling hazardous chemicals under normal operating conditions or foreseeable emergencies.
- Maintain the written hazard communication program and a record of each training session to employees, including the date, a roster of the employees who attend, the subjects covered in the training session, and the names of the instructors. Records will be maintained for at least five years.
- Compile and maintain a workplace chemical list that includes required information for each hazardous chemical normally present in the workplace or temporary workplace in excess of 55 gallons or 500 pounds, or as determined by the TDSHS for certain highly toxic or dangerous hazardous chemicals. The list will be readily available to employees and their representatives.
- Update the list as necessary, but at least by December 31 each year, and maintain the list as required by law. Each workplace chemical list shall be dated and signed by the person responsible for compiling the information.
- As required by law, label new or existing stocks of hazardous chemicals with the identity of the chemical and appropriate hazard warnings, if such stocks are not already appropriately labeled.



- Maintain a legible copy of the most current manufacturer’s material safety data sheets (“MSDS”) for each hazardous chemical; request such sheets from the manufacturer if not already provided or otherwise obtain a current MSDS; make such sheets readily available to employees or their representatives on request.
- Provide employees with appropriate personal protective equipment.

The Facilities Supervisor shall notify employees of any planned pest control treatment by both of the following methods:

- Posting the sign provided by the certified applicator or technician in an area of common access the employees are likely to check on a regular basis at least 48 hours before each planned treatment.
- Providing the official Structural Pest Control Service Consumer Information Sheet to any individual working in the building, on request.

Occupational Safety and Health Administration (“OSHA”) Statement

Manara Academy wants to reduce dangers to health and safety by creating and maintaining improved working conditions, free from recognized hazards that might cause serious physical injury.

In accordance with the Occupational Safety and Health Act (“OSHA”), the school maintains a log of all occupational injuries and illnesses, and asks that employees report such injuries and illnesses within 48 hours so that the school may report these occurrences within a lawful period of time to the nearest OSHA office.

As Employees of Manara Academy:

- You have the right to notify your employer or OSHA about workplace hazards. You may ask OSHA to keep your name confidential.
- You have the right to request an OSHA inspection if you believe that there are unsafe and unhealthful conditions in your workplace. You or your representative may participate in that inspection.
- You can file a complaint with OSHA within 30 days of retaliation or discrimination by your employer for making safety and health complaints, or for exercising your rights under the OSHA Act.
- You have a right to see OSHA citations issued to your employer. Your employer must post the citations at or near the place of the alleged violation.
- Your employer must correct workplace hazards by the date indicated on the citation, and must certify that these hazards have been reduced or eliminated.
- You have the right to copies of your medical records and records of your exposures to toxic and harmful substances or conditions.
- Your employer must post this notice in your workplace.



- You must comply with all occupational safety and health standards issued under the OSHA Act that apply to your own actions and conduct on the job.

As Your Employer:

- The school must furnish all employees a place of employment free from recognized hazards.
- The school must comply with the occupational safety and health standards issued under OSHA.

If you would like more information regarding your OSHA rights or additional information, visit www.osha.gov or call 1-800-321-OSHA.

Asbestos Management Plan

The Asbestos Hazardous Emergency Response Act created by the Environmental Protection Agency requires Manara Academy to develop and maintain an Asbestos Management Plan. A copy of the complete management plan is located with the Superintendent. If you have any questions regarding the School's Asbestos Management Plan, please contact the Superintendent.

Communicable Diseases

The following information will provide simple and effective precautions against the transmission of a communicable disease for all students and school personnel who are potentially exposed to the body fluids of any person. No distinction is made between body fluids from persons with a known disease or those from persons without symptoms or with an undiagnosed disease.

The term "body fluids" includes: blood, semen, drainage from scrapes and cuts, feces, urine, vomitus, respiratory secretions and saliva. Contact with body fluids presents a risk of infection with a variety of germs.

In general, however, the risk is very low and dependent on a variety of factors including the type of fluid with which contact is made and the type of contact made with it.

Transmission of communicable disease is more likely to occur from contact with infected body fluids of unrecognized carriers than from contact with fluids from diagnosed individuals, because simple precautions are not always carried out.

To avoid contact with body fluids, the following precautions should be observed:

- Avoid direct skin contact with body fluids. This also includes the mucous membranes (e.g. eyes, nose, and mouth);
- Wear disposable gloves when contact with body fluids is anticipated (e.g. when treating bloody noses; open cuts, abrasions and other lesions; handling contaminated clothing; and cleaning up body fluid spills) (see below);
- Always practice good personal hygiene through proper hand washing techniques (see below);
- Request assistance from a custodian for proper cleaning of all body fluid spills.



Accident Reporting

Employees shall report any on-the-job injury or accident immediately to their supervisor. Supervisors must notify the Director of Human Resources for Lutheran Social Services, Inc. within 24 hours of notification of an occurrence. If an employee fails to report the accident within 30 days of the incident, the claim may be denied by the Texas Department of Insurance – Division of Workers’ Compensation. The employee’s supervisor and/or the appropriate management personnel shall conduct a thorough investigation, involving the employee and any witnesses that observed the injury or accident. The employee’s supervisor and/or appropriate management personnel will ensure corrective action is taken to avoid a recurrence of the accident.

Reporting Serious Injuries

Within eight hours after the death of any employee from a work-related incident or the in-patient hospitalization of three or more employees as a result of a work-related accident, the school will orally report the fatality/multiple hospitalization by telephone or in person to the Area Office of the Occupational Safety and Health Administration (“OSHA”), Department of Labor, that is nearest to the site of the incident. If the

Area Office is not reachable, the school may use the OSHA toll-free central telephone number, 1-800-321-6742.

Reporting Procedures

The school will utilize the required OSHA forms to document and log each recordable injury or illness. This information will be kept current, maintained accurately, and retained for a period of five years.

Safety Committees

Each Manara Academy location will have a safety committee with meetings held on a monthly basis. The chairperson of each committee will be appointed by the Director of Education. The Safety chair will oversee and work with the committee to help improve safety awareness.

The responsibilities of the Safety Committee will include but are not limited to:

1. Promotion and maintenance of safety interest and awareness.
2. Identifying and evaluating unsafe hazards and work practices.
3. Discussion and analysis of all Accident Reports filed since the last meeting.
4. Discussion and analysis of Accident Investigation Reports.
5. Conduct monthly walkthrough inspections of the facility.
6. Make recommendations on all safety related issues to the Director of Education (with a copy to the Safety chair) on a monthly basis.

Searches

Manara Academy administrative staff reserves the right to conduct searches to monitor compliance with rules concerning safety of employees, security of company and individual



property, drugs and alcohol, and possession of other prohibited items. “Prohibited items” include illegal drugs, alcoholic beverages, prescription drugs or medications not used or possessed in compliance with a current valid prescription, weapons, any items of an obscene, harassing, demeaning, or violent nature, and any property in the possession or control of an employee who does not have authorization from the owner of such property to possess or control the property. “Control” means knowing where a particular item is, having placed an item where it is currently located, or having any influence over its continued placement. In addition to the school’s premises, Manara Academy administrative staff may search employees, their work areas, personal vehicles (if driven or parked on school property), and other personal items such as bags, purses, briefcases, backpacks, lunch boxes, and other containers. In requesting a search, the school is by no means accusing anyone of theft, some other crime, or any other variety of improper conduct.

There is no general or specific expectation of privacy in the school workplace, either on school or elsewhere while on duty. In general, employees should assume that what they do while on duty or on school premises is not private. All employees and all of the areas listed above are subject to search at any time; if an employee use storage area at work, including a locking desk drawer or locking cabinet, the school will either furnish the lock and keep a copy of the key or combination, or else allow the employee to furnish a personal lock, but the employee must give the school a copy of the key or combination. The areas in question may be searched at any time, with or without the employee being present. As a general rule, with the exception of items relating to personal hygiene or health, no employee should ever bring anything to work or store anything at work that he or she would not be prepared to show and possibly turn over to school officials and/or law enforcement authorities.

All school employees are subject to this policy. However, any given search may be restricted to one or more specific individuals, depending upon the situation. Searches may be done on a random basis or based upon reasonable suspicion. “Reasonable suspicion” means circumstances suggesting to a reasonable person that there is a possibility that one or more individuals may be in possession of a prohibited item as defined above.

Any search under this policy will be done in a manner protecting employee privacy, confidentiality, and personal dignity to the greatest extent possible. The school will respond severely to any unauthorized release of information concerning individual employees.

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

Workplace Violence Prevention

Manara Academy is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, the school has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on school property.



All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, “horseplay,” or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are at all times prohibited without proper authorization.

Conduct that threatens, intimidates, or coerces another employee, student, or member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment. All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by board members, employees, students, vendors, solicitors, or other members of the public. When reporting a threat of violence, please be specific and as detailed as possible.

All suspicious individuals or activities should be reported as soon as possible to a supervisor. Do not attempt to interfere in a disturbance unless it is reasonably safe to do so. Manara Academy will promptly and thoroughly investigate all reports or threats of violence and suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety, and the integrity of its investigation, Manara Academy may suspend employees, either with or without pay, pending investigation. Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

Drug-Free Workplace Requirements

Manara Academy intends to provide a safe and drug-free work environment for our students and our employees. With this goal in mind, and because of the serious drug abuse problem in today's workplace, we have established the following policy for existing and future employees of Manara Academy.

Manara Academy explicitly prohibits:

- The unlawful manufacture, distribution, dispensation, possession, or use of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on school premises or while attending a school-sponsored or school-related activity.
- Being impaired or under the influence of legal or illegal drugs or alcohol away from school property, if such impairment or influence adversely affects the employee’s work performance, the safety of the employee or of others, or puts at risk the school’s reputation.
- Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from school property, if such activity or involvement adversely affects the employee’s work performance, the safety of the employee or of others, or puts at risk the school’s reputation.
- The presence of any detectable amount of prohibited substances in the employee’s system while at work, on school property, or while attending a school-sponsored or school-related activity.



“Prohibited substances” include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.

Employees who violate this policy may be referred to drug counseling programs, drug rehabilitation programs, employee assistance programs, or may be terminated from employment.

As a condition of employment with the school, each employee shall abide by the terms of the requirements and prohibitions set out in this statement and shall notify the school of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. Within 30 days of receiving such notice, the school shall either (1) take appropriate personnel action against the employee, up to and including termination; or (2) require the employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law enforcement agency, or other appropriate agency.

In addition, Manara Academy will conduct drug and/or alcohol testing under any of the following circumstances:

For-Cause Testing: The school may ask an employee to submit to a drug and/or alcohol test at any time it feels that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee’s person or in the employee’s vicinity; unusual conduct on the employee’s part that suggests impairment or influence of drugs or alcohol; negative performance patterns; or excessive and unexplained absenteeism or tardiness.

Post-Accident Testing: Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. This includes not only the employee who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

Pre-Employment Testing: Manara Academy may perform pre-employment drug or alcohol testing after an offer of employment is made and accepted.

Testing at Random: Employees may be selected for drug and alcohol testing at random. All reports by the school regarding drug or alcohol testing results shall be kept strictly confidential but may be used as the basis for disciplinary action or other action regarding employment status.

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

Employees who, prior to any consideration of testing, voluntarily seek help in dealing with the problems related to alcohol dependency will be assisted in obtaining counseling and



rehabilitation. Manara Academy will attempt to make reasonable accommodation for those seeking such assistance.

Alcohol and Tobacco Use and Possession

Manara Academy maintains a smoke-and tobacco-free and alcohol-free school environment. It is a violation of state law to ingest or possess alcohol or smoke or use tobacco products (including, but not limited to, cigarettes, pipes, cigars, snuff, or chewing tobacco) on school property, in school vehicles, or during school-sponsored or school-related activities. Any violation of this policy may result in immediate termination. Violations or suspected violations of this policy should be reported to the Principal as soon as possible.

Video Surveillance

Manara Academy is charged with the responsibility of caring for students. Maintaining safe and efficient schools is critical to fulfilling this responsibility. Manara Academy reserves the right to conduct surveillance in its facilities and offices when such surveillance is in the best interest of the school, its students, or its employees, such as for possible problems with student abuse, theft, drugs, alcohol or other serious misconduct. Therefore, employees are on notice that they should have no expectation of personal privacy while at work and all schools and school facilities are subject to surveillance, including parking lots.

Surveillance may be by electronic means or direct human involvement. Surveillance methods may be visible or may be concealed. Periods of surveillance may or may not be announced at the option of Manara Academy. No employee shall initiate surveillance of any kind without express approval of the Superintendent. Technical assistance with surveillance may be sought from local law enforcement agencies in conducting surveillance and surveillance results may be shared with local law enforcement agencies when possible criminal action is indicated.

Prohibition of Weapons (including handguns)

Texas Penal Code section 46.03, prohibits firearms, illegal knives, clubs or any prohibited weapon on the physical premises of a school, any grounds, parking lot or building on which an activity sponsored by a school is being conducted, or school transportation vehicle. Any violation of this policy by a Manara Academy employee may result in immediate termination.

Section IX: Miscellaneous Provisions

Emergencies

All employees should be familiar with the evacuation diagrams posted throughout the school. Training in the Safety Manual for each campus occurs routinely, and fire, tornado, and other emergency drills will be conducted to familiarize employees and students with evacuation and lock down procedures. Fire extinguishers and AED machines are located throughout all school buildings. All employees know the location of these devices and how to use them.

Emergency Closings

Generally, the district-campus will follow the same policy on closing as the area school (e.g. Irving ISD, Arlington ISD, etc...). The campus dismisses classes for weather-related events on



the same days as surrounding local independent school districts. Any closures for weather will be broadcast on local television stations as early as possible.

FERPA

Student records are confidential and protected from unauthorized inspection or use. Employees with access to student information and/or performance data will consistently and uniformly maintain the privacy and confidentiality of this information in accordance with the Federal Educational Rights and Privacy Act (“FERPA”).

HIPAA

The Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) established rules for protecting individual Personal Health Information (“PHI”). HIPAA provides individuals certain rights regarding their PHI, and requires employers and other individuals to adhere to restrictions on how PHI is disclosed. Every employee should respect the rights of others and only disclose PHI about themselves and others to those with a need to know. Disclosure of PHI without the written approval of the individual is a violation of federal law.

HIV-AIDS and Other Life-Threatening Illnesses

Individuals infected with HIV and individuals with life threatening illnesses have the same rights and opportunities as other individuals. Employees are not required to reveal their HIV status to employers under Texas Law HSC 81.103. All medical information that an HIV-infected employee provides to medical or management personnel is confidential and private.

Employers may not reveal this information without the employee’s knowledge and written consent, except as provided by law. Those with access to confidential information must maintain strict confidentiality and privacy, separating this information from employees’ personnel records. Individuals who fail to protect these rights commit a serious offense, which may be cause for litigation resulting in both civil and criminal penalties and may result in disciplinary action, up to and including termination.

Employees who have concerns of a co-worker or student infected with HIV or a life-threatening illness should contact Human Resources for appropriate information and reference materials. Employees do not have the right to refuse to work with someone who has HIV or AIDS or any disability. An employee who refuses to work with co-workers or students who have a disability shall be subject to disciplinary or corrective action, up to and including termination.

Employees who desire assistance concerning a disability or a life-threatening illness should contact Human Resources.

Key/Access Device Security

Key or Access Device security is important because of the nature and value of property on campus. Each employee is responsible for keys issued and losses must be reported immediately.

Keys or Access Devices may not be loaned or duplicated without approval from the Facilities Coordinator. Employees are required to take all reasonable precautions with the keys issued, and all keys must be accounted for at all times.



Personal Property

The school recognizes that employees may desire to display mementos pertaining to their families or bring other personal items to work. The school takes no responsibility for the safekeeping of these items.

However, should any such personal property be stolen, employees should report the incident to the Principal or direct supervisor

The following guidelines should be observed:

- Safety comes first. No object can interfere with job safety as determined by the Superintendent.
- Nothing can be displayed that is derogatory (in the opinion of the Superintendent to any person or system of beliefs, or that is considered sexually offensive under the reasonable person's standards.
- Objects that are inappropriate (in the opinion of the Superintendent or that hinder work efforts will not be allowed and must be removed upon request.

Statement of Confidentiality

According to the Texas Public Information Act, the home addresses, home telephone numbers (including former home addresses and telephone numbers), and any information that reveals whether the person has family members are confidential if the individual has, in writing, opted to keep this information closed from the public. As an employee of Manara Academy, you may indicate whether you wish this information to be released by completing the Public Access to Employee Information Form. Failure to complete the form indicates that you have no objection to having this information released. Any requests for information received, prior to the form being completed and turned in, must be honored in accordance with the Act's requirements. You can file a new form at any time to reflect a change in your choice concerning confidentiality.

School Property

All employees are responsible for taking proper care of school-owned property, including buildings, furnishings, equipment, tools and supplies. School property must remain on the premises at all times unless approved in advance by the Superintendent.

Employees must return all school-owned property that is in their possession or control in the event of termination of employment, resignation or layoff immediately upon request.

School employees shall not use school public property for any purpose not described in the open-enrollment charter, except that employees may use local telephone service, school-issued electronic mail, Internet connections, and similar property for incidental personal use, if, as determined by school administration, such does not:

- Result in any direct cost paid with state funds, or the charter holder is reimbursed by the employee within five business days for any direct cost incurred;
- Impede charter school functions as determined by the school administration.



Only incidental amounts of employee time, comparable to a five to seven-minute coffee break during each day, may be used for personal matters. This does not authorize incidental personal use of public property for private commercial purposes. Any such incidental use of public property is a privilege not a right, and the school's administration may remove or rescind such privilege from time to time on a case-by-case basis for any employee, or all employees.

Student Issues Administration of Medication

Unless otherwise authorized or described below, school employees and volunteers are prohibited from administering medications to students, including vitamins and food supplements. Medication should be administered outside of school hours, if possible. If necessary, medication can be administered at school under the following circumstances:

- Nonprescription medication brought to school must be submitted to the school by a parent along with a written request. The medication must also be in the original and properly labeled container.
- Prescription medications administered during school hours must be prescribed by a physician or advanced nurse practitioner ("ANP") and filled by a pharmacist licensed in the State of Texas.
- Prescription medications must be submitted in a labeled container showing the student's name, name of the medication, reason the medication is being given, proper dosage amounts, the time the medication must be taken, and the method used to administer the medication. Medications sent in plastic bags or unlabeled containers will NOT be administered.
- If the substance is herbal or a dietary supplement, it must be provided by the parent and will be administered only if required by the student's Individualized Education Program ("IEP") or Section 504 plan for a student with disabilities.
- Only the amount of medication needed should be delivered to the school, i.e., enough medication to last one day, one week, etc. In cases of prolonged need, send in the amount for a clearly specified period. Extra medication will not be sent home with the student.
- In certain emergency situations, the school may administer a nonprescription medication to a student, but only in accordance with the guidelines developed by the school's medical advisor and when the parent has previously provided written consent for emergency treatment.

Psychotropic Drugs and Psychiatric Evaluations or Examinations

No school employee may:

- Recommend that a student use a psychotropic drug;
- Suggest any particular diagnosis; or
- Preclude a student from attending class or participating in a school-related activity if the parent refuses to consent to the administration of a psychotropic drug to a student or to a psychiatric evaluation or examination of a student.



“Psychotropic drug” means a substance that is used in the diagnosis, treatment, or prevention of a disease or as a component of a medication and intended to have an altering effect on perception, emotion, or behavior.

Parent and Student Complaints

In an effort to hear and resolve parent and student complaints in a timely manner and at the lowest administrative level possible, the Board has adopted orderly processes for handling parent and student complaints. Parents or students may obtain information on this process from the campus main office or the Superintendent.

Student Conduct and Discipline

Students are expected to follow all classroom and campus rules, and the rules listed in the Student Code of Conduct. Teachers and administrators are responsible for taking disciplinary action based on a range of discipline management strategies that have been adopted by Manara Academy. Non-instructional employees with concerns about a particular student’s conduct should contact the student’s classroom teacher, principle or the Superintendent.

Student Attendance

Teachers and staff should be familiar with the school’s policies and procedures for attendance accounting. Contact the Principal or PEIMS/Attendance Coordinator for additional information.

Student Transportation

Except in limited emergency situations, Manara Academy employees are not authorized to transport students in the employee’s personal automobile.

Use of Personal Vehicles

Employees conducting Manara Academy-related business in their personal vehicles are expected to be in compliance with all state laws related to vehicle insurance coverage requirements. If involved in an accident while on Manara Academy-related business, personal vehicle insurance takes precedence.

Visitors in the Workplace

Manara Academy requires all persons who enter upon its premises to display his or her driver’s license or another form of identification containing a photograph of the person issued by a governmental entity. This applies to family members of employees, friends, parents, social service workers, volunteers, Board members, guest speakers and other guests, maintenance and repair persons not employed by Manara Academy, vendors, and representatives of news media, former students, and any other visitors.

Manara Academy may establish an electronic database for the purpose of storing information concerning school visitors. Such database may only be used for purposes of school security, and may not be sold or otherwise disseminated to a third party for any purpose. Manara Academy may also verify whether any visitor to a campus is a sex offender registered with the computerized central database maintained by the Department of Public Safety, or any other database accessible by Manara Academy.



Visits to individual classrooms during instructional time shall be permitted only with the Principal's approval, and such visits shall not be permitted if their duration or frequency interferes with the delivery of instruction or disrupts the normal school environment.

Dependent Children in the Workplace

Extended visits in the workplace by dependent children of employees are prohibited. Short visits are acceptable such as when a spouse picks up an employee at the end of the day and the child accompanies the spouse.

External Inquiries

Employees should contact the Director of Compliance regarding all employee related legal matters and external inquiries. This includes all inquiries, notices or other communication from attorneys, prospective employers or others regarding employees or former employees, whether verbal or written. It also includes, but is not limited to:

- Any Charges of Discrimination that may come from the Equal Employment Opportunity Commission, Texas Human Rights Commission, the Austin Human Rights Commission or other agencies;
- Any notice or indication of an audit by the U.S. Department of Labor or notification from the Texas Workforce Commission;
- Any OSHA complaints or site visits by OSHA staff members;

Employees are expected to not respond to any OSHA inquiries. All inquiries should be directed to the Facilities Coordinator or the Superintendent. No employee other than the Superintendent may be served with legal papers. Employees who become aware of the attempt to serve legal papers should advise the server of the appropriate agent of record for service of process and notify his or her supervisor and/or the Superintendent as soon as possible.

Student Welfare: Child Abuse and Neglect Reporting

Any Manara Academy officer, employee, agent or volunteer who has cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect by any person shall, as a Mandated Reporter, make a report within 24 hours as required by law. The person may not delegate to or rely on another individual to make the report. Notifying your supervisor only does not fulfill your legal obligation.

If the suspected abuse or neglect involves a person responsible for the custody, care or welfare of the child, the report must generally be made to the Texas Department of Family and Protective Services (DFPS). All other reports should be made to any local or state law enforcement agency, the DFPS, the Texas Education Agency (if the abuse or neglect occurred at school), another state agency near where the abuse occurred, or any agency designated by a court as responsible for the protection of children.

A report should reflect the reporter's concerns that a child has been or may be abused or neglected. The reporter shall identify the following information, if known:

- The name and address of the child;



- The name and address of the person responsible for the care, custody, or welfare of the child; and
- Any other pertinent information concerning the alleged or suspected abuse or neglect.

All reports of abuse shall be reported to the Superintendent or designee contemporaneous to the report mandated by law.

Any person who makes such a report or assists in the investigation of a report of child abuse or neglect in good faith, is immune from any criminal or civil liability that might otherwise be incurred or imposed.

A person who reports his or her own abuse or neglect of a child or who acts in bad faith or with malicious purpose in reporting alleged child abuse or neglect may be subject to criminal prosecution.

The toll free number for the Texas Child Abuse Hotline is 1-800-252-5400.

Section X: Employee Acceptable Use Policy

Responsible Use Agreement - Employees

Manara Academy ("School") is committed to staff use of technology as a tool to expand learning opportunities, plan and implement rigorous and high quality lessons, conduct scholarly research, and communicate effectively with other stakeholders. The use of technology facilitates global collaboration--a vital skill for our teachers and for 21st century learners. Staff members at the School utilize devices assigned to them and the school wireless network only for educational use consistent with the School's educational goals. Along with this professional tool comes responsibility. This Responsible Use Agreement is designed to give the School's staff members clear and concise guidelines regarding the appropriate use of the devices. All members of the School's community will model the values of responsibility and integrity, and we expect our employees to exercise good judgment and to utilize technology with integrity.

GENERAL EXPECTATIONS

Expectations for use of **ANY** technological devices at Manara Academy include:

- The purpose is for classroom activities, communication with stakeholders, and school-related matters.
- Instructional staff are able to interact with curriculum, positively impact instruction, and facilitate learning in various ways.
- Student engagement and staff productivity are fostered with the use of best practices around technological devices.
- Formative and summative assessments are gathered more regularly through the use of the device.
- Staff members are encouraged to regularly access his or her device for academic and professional purposes.
- Passwords and other sensitive information is kept private from others.
- Student confidentiality is strictly maintained, and FERPA laws are adhered to at all times.



- When utilizing School devices, software, and access, professionalism is maintained. All activity on a School device is a reflection of the School and its mission.
- Daily use of the devices in accordance with this Agreement.

ONLINE RESPONSIBILITY

Network Access

Acceptable Use	Unacceptable Use
Accessing servers and network information that is available to the public, to students, or to staff.	Using proxy avoidance IP numbers and programs.
Remembering not use the school network for personal or private reasons, to include online ordering and purchases.	Knowingly degrading or disrupting online services or equipment, as such activity is considered a crime under state and federal law. This includes tampering with hardware or software, vandalizing data, invoking viruses, attempting to gain access to restricted or unauthorized network services, or violating copyright laws.

Special Note:

The School is not responsible for damaged or lost data transferred through the school network, stored on school owned devices, or on Manara Academy file servers.

Internet Use

The Internet is a rich and valuable source of information for education. However, inappropriate materials are available on the Internet and are strictly prohibited. These materials include items of a sexual or pornographic nature, extremist or militant materials, gambling, depictions of violence, images that are intended to be abusive or harassing, etc. Staff members must not access, display, or store this type of material.

- Information obtained through the Internet must be properly cited and in compliance with copyright laws.
- Staff members are required to give proper credit to all Internet sources used in academic assignments, whether quoted or summarized. This includes all forms of media on the Internet, such as graphics, movies, music, and text.
- Plagiarism includes the use of any information obtained from the Internet that is not properly cited. Plagiarism of Internet resources will be treated in the same manner as any other incidences of plagiarism.



- Instructional staff members are expected to teach appropriate citing of resources and hold students accountable to the law if electronic resources are employed in the classroom.
- If a staff member accidentally accesses a website that contains obscene, pornographic or otherwise offensive material, he/she is to notify the Technology Coordinator immediately so that such sites can be blocked from further access. This is not merely a request; it is a responsibility.

E-Mail

Every employee will receive an email address, and e-mail services are provided by the school. School email services may be used only for the exchange of appropriate information and for communicating with students, parents/guardians, other educators, and those parties directly involved with the education of Manara Academy students.

Acceptable Use	Unacceptable Use
Using appropriate language in e-mail messages.	Sending inappropriate e-mail, including derogatory, obscene, or harassing messages. E-mail messages of an abusive or harassing nature will be subject to a disciplinary response.
Observing E-mail etiquette. In general, only messages that would be communicated in person should be written.	Sending chain letters of any kind and spam. Chain letters are defined as any email message asking you to pass information or messages on to other individuals or groups via e-mail.
Sending only school-related attachments on the school e-mail system.	Sharing school e-mail addresses with websites, companies, or other third parties not associated with the education of Manara Academy students.
Using Manara-assigned email services for educational or professional use.	Accessing anyone else's e-mail account without first receiving explicit permission from the account holder.

Audio & Video

Some online instructional tools and electronic resources require audio and video capabilities. This can augment instructional impact.

Acceptable Use	Unacceptable Use
Turning off or on the audio on the device.	Sharing music (including iTunes music sharing) over the school network.



Using the digital camera or the digital video camera on the Device for classroom projects.	Listening to music that is unrelated to instruction during instructional blocks, or watching movies without specific supervisor permission.
Obtaining prior permission of all parties being recorded, if recording is needed.	Producing personal photos and videos on the Device.

Special Note: Before using digital photographs or videos of students, ensure that a *Media Release* form is on file from the parent for this school year and that disclosed preferences are followed. Parental permission is required to use student names and faces in a public domain.

Social Media

Online conversations are limited to only those that are related to academic purposes. Principal approval is required before online conversations can occur, and professional responses consistent with the mission and vision of Manara Academy are expected. Random checks can be performed to supervise appropriate use, and employees will demonstrate wise decisions as they pertain to this Agreement. This includes:

- Instant messaging
- Blogging
- Chat rooms
- Social media, such as Facebook and Twitter

File Management

File sharing is the public or private sharing of data or space. Any program that creates a point-to-point connection between two or more computing devices for the purpose of sharing data is considered file sharing.

- File sharing occurs at times, but only with permission from Manara Academy, such as on Manara Academy’s google drive.
- File sharing software cannot be installed on Manara Academy devices. Examples of this type of software are Limewire, Bearshare, Kazaa, iMesh, etc. Although these types of programs are software downloads, they automatically create file-sharing connections.

Deletion of certain files will result in device failure and will interfere with the staff member’s ability to complete daily tasks and meet performance expectations. Users cannot delete any folders or files that the user did not create or that the user does not recognize.

Software Management

Acceptable Use	Unacceptable Use
Downloading only commercial videos that are purchased legally.	“Ripping” copyrighted movies from DVDs and placing them on the device or



	downloading copyrighted movies to the device from the Internet.
Installing only software that is a legally licensed copy.	Installing custom/individual applications that require administrator privileges.
Using the installed software as an educational tool and as expected by Manara Academy.	Downloading music files, video files, games, etc. through the school's network.

Special Note:

Shareware and freeware programs such as animated cursors (i.e. Comet Cursor), screen savers, and other programs similar to these, automatically open connections outside the School's network. Such connections are Spyware, and they not only monitor the activities on the Device, but they also slow down the operation of the Device and the network connection.

Screensavers

Tailoring a device is often something staff members want to do. One way to personalize a device is to install screensavers. There are some important notes to call out around screensavers:

- Copyrighted media and screensavers that include gaming components may not be used as a screensaver.
- Pictures or videos which include the presence of weapons, pornographic materials, inappropriate language, alcohol, drug, gang-related symbols or pictures will result in disciplinary actions.

DEVICE RESPONSIBILITY

Personally Owned Devices

Manara Academy is committed to providing technology to its employees in order to augment learning and job performance. The guidelines and requirements outlined in this Responsible Use document apply not only to the technological devices supplied and owned by Manara Academy, but also to the personally-owned devices that may be brought to school. Staff members may bring personally owned devices to school, but please be aware of the following:

- Employees can only sign in on the guest network for internet access.
- Cell phones are permitted as a communication and safety tool, although use during instructional time is limited to instructional need.
- Damage or loss to the personally owned device is the sole responsibility of the owner. Choosing to bring it to school means accepting the associated risks around loss or damage.
- Consequences for misuse of the personally owned device are consistent with consequences for misuse of Manara owned devices. Potential consequences are listed in this document.
- Manara Academy reserves the right to ban an employee from bringing a particular device if a pattern of inappropriate use has been identified.



- Manara Academy reserves the right to view the content of any device at any time and the right to retain the device in the school's possession if there is a situation that warrants it.

Computers on Wheels (COWs)

To house the iPads and chrome books, Computers on Wheels units have been provided. These are units that safely hold between 20 and 50 Devices and that charge them when plugged in correctly. They also facilitate sharing of the Devices between classes and grade levels throughout the day. Some notes around COW care:

- Younger students should not push the cart from place to place on campus. There is a risk for wall damage, as it is a big and heavy unit that requires strong steering, as well as COW damage. If the unit is damaged, complete loss of the capability to charge the Devices could result.
- Devices must be plugged in to the unit individually AND the unit must be plugged in to the wall for charging to occur.
- Campuses create the internal schedule for sharing the COW units and designate a point person on staff to be responsible for ensuring that the Devices are set up for nightly charging. If they don't charge each night, use of them the next day will be compromised.

PERSONAL RESPONSIBILITY

Privacy, Use & Safety

Having access to technology is an awesome opportunity for learning and growth as well as preparation for the future., and at Manara we are committed to using technology as an instructional tool. It is essential that Manara Academy employees have access to and knowledge and experience with technology in order to help student become most prepared for college and careers. With this privilege though, comes great responsibility. Access to technology and online resources cannot compromise student or staff safety and privacy. This is the fine line Manara has to walk: provide a valuable instructional tool and access to online resources while at the same time protect students and staff from dangerous and potentially damaging elements that are inherent to technology and online access. To ensure that safety and security are not compromised, employees must abide by the following practices.

Acceptable Use	Unacceptable Use
Turning in the Devices each day as directed to ensure that they are fully charged.	Giving any personal information regarding themselves or others through e-mail or the Internet including name, phone number, address, passwords, etc. unless they are completely sure of the identity of the person with whom they are communicating. Frequently the identity of someone on the Internet is impossible to confirm. Therefore, contact with such individuals is considered inappropriate and unsafe.



<p>Securing and maintaining private passwords for network and device access.</p> <p>This is important in order to protect the privacy of each staff member. DO NOT share personal passwords or usernames.</p>	<p>Accessing faculty, administration, and staffs file servers without explicit permission from the user or a supervisor.</p>
<p>Obtaining written consent PRIOR to publishing identifiable photographs of students, faculty, or administration on the Internet or using them in print. Appropriate written consent means a signature by a parent or legal guardian of the student.</p>	<p>Utilizing the command prompt interface.</p>
<p>Keeping e-mail address or other personal information regarding students, faculty, or administration absolutely confidential.</p>	<p>Utilizing peer-to-peer networking or any method of file sharing unless authorized by the technology staff.</p>
<p>Using appropriate language in all communications.</p>	<p>Using any method to obtain control of another person's device through the use of their own device.</p>

Cyber bullying

Cyber-bullying is the use of electronic information and communication devices to willfully harm a person or persons through any electronic medium, such as text, audio, photos, or videos.

Examples of this behavior include, but are not limited to:

- Sending/posting false, cruel, hurtful or vicious messages/comments;
- Creating or contributing to web sites that have stories, cartoons, pictures, and jokes ridiculing others;
- Breaking into an e-mail accounts and sending vicious or embarrassing materials to others;
- Engaging someone in electronic communication, tricking that person into revealing sensitive personal information and forwarding that information to others;
- Posting of a student picture without their permission.
- Any electronic communication that creates a hostile, disruptive environment on the school campus is a violation of the student's and of the staff member's right to be safe and secure.

Actions deliberately threatening, harassing or intimidating an individual or group of individuals; placing an individual in reasonable fear of harm; damaging an individual's property; or disrupting the orderly operation of the school will result in disciplinary action.

Copyright Laws

- Unauthorized duplication, installation, alteration, or destruction of data programs, hardware, or software is prohibited.



- Data, programs, hardware, software, and other materials including those protected by copyright may not be transmitted or duplicated.
- Plagiarism is the act of claiming another’s work as your own. This includes online resources. ALL sources a student uses to complete an assignment will be appropriately cited.

DEVICE LIABILITY

While in your possession, you are fully responsible for any theft or physical damage of the device in your possession and will be held accountable for the replacement or repair of this device.

- Employees are responsible for the charging cord and case of a Device as well as the Device itself.
- The employee is responsible for keeping devices clean and in good condition during their use.
- Should the device be lost, stolen or sufficiently damaged while in your possession, you will be responsible to provide the School with the amount needed to resolve the issue or replace the device.
- Engaging in illegal activities with this device (i.e., hacking, pirating, downloading illegal materials, etc.), taking part in any activities inconsistent with the Manara Academy Responsible Use Agreement, or performing any activities which violate the student handbook will result in disciplinary action.
- The School reserves right to remove any inappropriate content on a Manara Academy device.
- The School respects the privacy of every student, faculty member, and administrator with respect to stored files and e-mail accounts. However, if inappropriate use of email accounts or the School's network, including student/faculty handbook violations or harassment, is suspected, the school's administration has the right to view these files in order to investigate suspected inappropriate behavior.
- The School takes no responsibility for activities conducted on the device independently by an employee or for materials stored on the devices and the school's network.
- Employees agree to release and indemnify the School, the State of Texas and any of its agents for any claims relating to the loss, damage or interception of any information, data, work product, or other material viewed, searched, or stored on this device. Furthermore, staff members agree to release and indemnify the School, the State of Texas and any of its agents for any liability or for claims relating to the use or functioning of the hardware or software included with this device and accessories.
- Employees hereby agree to pay for all reasonable attorney fees and costs incurred by the School in enforcing any of the terms of this Agreement.

CONSEQUENCES

If violations of this Agreement are observed, disciplinary consequences will apply whether the device is the property of Manara or the property of the employee.

- Devices found without an owner will be turned in to the Technology Coordinator.



- Any device with illegal or inappropriate software or materials on it will be reformatted, and the employee will be charged a \$25 reimaging fee. This amount may be increased for repeat violations.
- Employees are expected to report any known violations of this Agreement to appropriate administrative staff members.

In the case of repeated abuse and/or damages, the school has the right:

- To suspend its use for a period of time,
- To revoke the use of the device entirely,
- To apply a fine, or
- To take legal action.