SOMERSET ACADEMIES OF TEXAS
EMPLOYEE HANDBOOK
2026-2027

Welcome to Somerset Academies of Texas

Dear Employee:

Welcome to another great year at Somerset Academies ("Somerset Academies of Texas")! As an employee at Somerset Academies of Texas, you are the most important part of helping us achieve our mission – to prepare all students for success by gaining admission to and graduating from a four-year college or university of their choice.

This handbook contains information about Somerset Academies of Texas's employment policies and practices. We have designed our employment policies and practices not only to comply with federal and state employment laws, but also to attract, develop, and reward talented educators, administrators, support staff, and leaders.

This handbook supersedes all previously issued handbooks and is a valuable reference for understanding your job at Somerset Academies of Texas. Each employee is expected to read this handbook carefully and know and abide by the policies outlined herein as revised over time, throughout your employment. No oral statements or representations can change the provisions of this handbook. Somerset Academies of Texas reserves the right to revise, delete, and add to the provisions of this handbook. Nothing in this handbook creates an employment contract, constitutes a legally binding agreement, or alters your "at will" status of employment in any way.

If you have any questions regarding the contents of this handbook or any other policy or procedure, please ask your Head of School or supervisor.

Please sign the acknowledgement form agreeing to read and abide by the policies and procedures outlined in this handbook and return it to Human Resources. This acknowledgement will also provide Somerset Academies of Texas with a record that each employee has been provided with access to an online version of this handbook and/or has received instructions on how to obtain a printed copy of the handbook.

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Acknowledgment of Receipt of Employee Handbook
Somerset Academy Inc. d/b/a Somerset Academies of Texas

The purpose of this handbook is to provide information that will help with questions and pave the way for a successful year at Somerset Academy Inc., d/b/a Somerset Academies of Texas of Texas (Somerset Academies of Texas). Not all school or Board policies and procedures are included, and the information, policies, and benefits described herein are subject to change at any time. Such changes will generally be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. I understand that I may request a copy of this handbook by email from my Head of School or office manager and that a paper copy of the handbook is in the main office. Only the Board of Directors can adopt any revisions to the policies in this handbook.

Furthermore, I understand that this handbook is neither a contract of employment nor a legally binding agreement. I accept the terms of the handbook and understand that it is my responsibility to comply with the policies contained in this handbook and any revisions made to it. I further agree that if I remain with Somerset Academies of Texas following any modifications to the handbook, I thereby accept and agree to such changes. Finally, in the event of any inconsistency between the information, policies, and benefits described herein and in my employment agreement, the information, policies, and benefits described in the employment agreement shall control.

I have received my copy of the Somerset Academies of Texas Employee Handbook at https://somersetacademytx.org/ on the date listed below. In signing the Acknowledgment of Receipt below, I also acknowledge my understanding that I am responsible for reading the entire handbook. The Somerset Academies of Texas Employee Handbook can be found at https://somersetacademytx.org/

_____ _____
Signature of Employee Date

SECTION 1: INTRODUCTION

1.1 About Somerset Academies of Texas

Somerset Academies of Texas is a public, open-enrollment charter school operating under a charter contract granted by the Texas Education Agency to the board of directors of Somerset Academy Inc. d/b/a Somerset Academies of Texas, a not-for-profit board of education recognized by the United States Department of Education.

1.2 The Vision of Somerset Academies of Texas

Somerset Academies of Texas is dedicated to providing an equitable high-quality education.

1.3 The Mission of Somerset Academies of Texas

Our mission is to promote a culture that maximizes student achievement and fosters the development of responsible, self-directed life-long learners in a safe and enriching environment. Somerset Academies of Texas first opened its doors to students in the fall of 2006, initially serving 220 students in grades 6–9. The district has since grown and currently serves approximately 3,300 students in grades K–12.

In keeping with the vision and mission of Somerset Academy Inc., Somerset Academies of Texas strives to promote within its students a culture of responsibility, independence and a drive for success that will ensure that they are empowered for a rich and productive life beyond high school.

SECTION 2: EQUAL OPPORTUNITY EMPLOYMENT PRACTICES

2.1 Non-Discrimination Statement/Equal Employment Opportunity

Somerset Academies of Texas is an equal opportunity employer and makes employment decisions based on merit and in accordance with applicable state and federal law. Somerset Academies of Texas prohibits unlawful discrimination on the basis of race, color, national origin, religion, sex or gender, disability, age, military or veteran status, or genetic information in its employment practices as required by Titles VI and VII of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; Title I and Title V of the Americans with Disabilities Act of 1990, as amended (ADA); the Age Discrimination in Employment Act of 1967, as amended (ADEA); Section 504 of the Rehabilitation Act of 1973, as amended; the Genetic Information Nondiscrimination Act of 2008 (GINA); and any other legally-protected classification or status protected by applicable law. Additionally, Somerset Academies of Texas does not discriminate against an employee or applicant who acts to oppose such discrimination or participates in the investigation of a complaint related to an alleged discriminatory employment practice.

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 Somerset Academies of Texas administration, or the Title VII/Title IX, ADA, or ADEA Coordinator.

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

Somerset Academies of Texas has designated the following person(s) as the Title VII/Title IX, ADA, and ADEA Coordinator:

Somerset Academies of Texas Hearing Officer
Name: Cory Oliver
Title: Deputy Superintendent of Schools
Address: 4802 Vance Jackson Road, San Antonio, TX 78230
Email: cory.oliver@somersetacademytx.org

Somerset Academies of Texas Employee Coordinator
Name: Julie DeClouette
Title: Human Resources Manager
Address: 4802 Vance Jackson Road, San Antonio, TX 78230
Email: jdeclouette@academicasw.org

Somerset Academy Brooks
Name: Jorge Cardona
Title: Dean of Students
Address: 3803 Global Way, San Antonio, TX 78235
Email Jorge.cardona@somersetacademytx.org

Somerset Academy Collegiate
Name: Tanya Bonillas
Title: Assistant Principal
Address: 4802 Vance Jackson Road, San Antonio, TX 78230
Email: tany.bonillas@somersetacademytx.org

Somerset Academy Lone Star
Name: Lilia "Lily" Collins
Title: Principal
Address: 25 Burwood Lane, San Antonio, TX 78216
Email: lily.collins@somersetacademytx.org

Somerset Academy Oaks
Name: Tiffany Teer
Title: Instructional Coach
Address: 6070 Babcock Road, San Antonio, TX 78240
Email: tiffany.teer@somersetacademytx.org

2.2 Federal and State Worksite Postings

The following postings can be found in an area common to all employees at their facility: Employee Rights Under the Fair Labor Standards Act; Job Safety and Health: It's the Law; Employee Rights and Responsibilities Under the Family and Medical Leave Act; Equal Employment Opportunity is the Law; Your Rights Under USERRA; Employee Polygraph Protection Act Notice ("EPPA"); Texas Payday Law; Texas Whistleblower Act Notice ("TWA"); Unemployment and Payday Law; Notice to Employees Concerning Workers' Compensation in Texas; and the Texas Hazard Communication Act Notice ("THCA") to Employees. Postings are in both English and Spanish for all Employees to read.

Immigration Law Compliance Somerset Academies of Texas is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate based on citizenship or national origin.

Employees with questions or seeking more information on immigration law issues are encouraged to contact Julie DeClouette, Academica SW, at 210.388.0288. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

2.3 Nondiscrimination Based on Religion

Somerset Academies of Texas does not discriminate based on 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. Absences due to a religious observance or practice shall be without pay unless applicable paid personal leave is available.

2.4 Nondiscrimination Based on Military Service

Somerset Academies of Texas will not deny initial employment, reemployment, retention in employment promotion, or any benefits of employment based on membership in a uniformed service, performance in a uniformed service, application for uniformed service, or obligation to a uniformed service.

Somerset Academies of Texas 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").

2.5 Nondiscrimination Based on Genetic Information

Somerset Academies of Texas will not deny initial employment, reemployment, and retention in employment promotion, or any benefits of employment on the basis of genetic information, including information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about the manifestation of a disease or disorder in an individual's family members.

2.6 Americans with Disabilities Act (ADA)

Somerset Academies of Texas is committed to complying fully with the ADA, as amended, and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Hiring procedures have been reviewed and provide persons with meaningful employment opportunities for disabilities. 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 regard 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 3: EMPLOYMENT PRACTICES

3.1 At-Will Employment

Employment with Somerset Academies of Texas shall be at-will unless a term of employment is expressly stated in a written agreement. **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 Somerset Academies of Texas is voluntarily entered into, and employees are free to resign at any time, with or without cause or notice.**

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

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

3.2 Verification of Employment Eligibility

Prior to the start of employment, Somerset Academies of Texas shall confirm the employment eligibility of all new hires by 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 Somerset Academies of Texas within a timeframe set by Somerset Academies of Texas (generally three years after the date of hire or one year after employment is terminated, whichever is later), or if their previous I-9 is no longer retained or valid.

3.3 Fair Credit Reporting Act

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

Where required by applicable law, prior to running any of the above-mentioned checks/records, each employee will be provided with 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 Somerset Academies of Texas. Continued employment is also expressly conditioned on satisfactory results from legally authorized or required records and background checks.

In the event Somerset Academies of Texas 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 – Somerset Academies of Texas will take the following action(s):

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

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

- The name, address, and telephone number of the Credit Reporting Agency ("CRA") that supplied the report.
- A statement that the CRA supplying the report did not make the decision to take 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 period to refute the information. However, it is ultimately the decision of Somerset Academies of Texas as to what action is taken.

3.4 Pre- and Post-Offer Medical Testing

Employees may be required to submit to certain medical tests (including drug testing) before beginning employment with Somerset Academies of Texas.

3.5 New Hire Reporting

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

3.6 Employee Involvement

Somerset Academies of Texas offers opportunities for input in matters that affect employees and influence the instructional effectiveness of the school. As part of the school's planning and decision-making process, employees are elected or asked to serve on school advisory committees.

3.7 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 Board of Directors and 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.

3.8 Staff Development

Staff development activities are organized to meet the needs of employees and the school. Staff development for instructional personnel is predominantly campus-based and related to achieving campus performance objectives addressed in the campus improvement plan and approved by a campus-level advisory committee. Staff development for non-instructional personnel is designed to meet specific licensing requirements (e.g., bus drivers) and continued employee skill development. Individuals holding renewable SBEC certificates are responsible for obtaining the required training hours and maintaining appropriate documentation.

Somerset Academies of Texas provides for the recruitment, development, support and retention of highly qualified administrators, teachers, and auxiliary staff through the implementation of the Somerset Academies of Texas Professional Development Plan.

3.9 Criminal History Records

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

Criminal history records must be obtained and reviewed prior to the employment of any driver for student transportation (bus drivers, bus monitors, and bus aides) either directly or through a commercial service. The Board of Directors shall be informed of a criminal record of a felony or misdemeanor involving moral turpitude and must affirmatively vote to employ such driver, monitor, or aide.

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

All employees and applicants must complete the Authorization for Criminal History Background Check form included in this handbook.

3.10 Prohibition Against Employing Individuals Convicted of Certain Offenses

Somerset Academies of Texas may not hire an individual who is prohibited from serving as an officer or employee of an open-enrollment charter school under Texas Education Code § 12.120(a). Additionally, Somerset Academies of Texas shall discharge or refuse to hire an employee or applicant for employment if Somerset Academies of Texas obtains information through a criminal history review that:

1. The employee or applicant has been convicted of or placed on deferred adjudication community supervision for an offense for which a defendant is required to register as a sex offender under Chapter 62, Code of Criminal Procedure; or:
2. The employee or applicant has been convicted of:
   a. A felony under Penal Code Title 5, if the victim of the offense was under 18 years of age at the time the offense was committed, or
   b. An offense under the laws of another state or federal law that is the equivalent to an offense under item 1 above (relating to registration as a sex offender).

However, Somerset Academies of Texas may not be required to discharge or refuse to hire an employee or applicant if the person committed an offense under Title 5, Penal Code, and:

1. The date of the offense is more than 30 years before:
   a. June 15, 2007, in the case of a person employed by Somerset Academies of Texas as of that date; or
   b. The date the person's employment will begin, in the case of a person applying for employment with Somerset Academies of Texas after June 15, 2007; and
2. The employee or applicant for employment satisfied all terms of the court order entered on conviction.

Somerset Academies of Texas may make employment decisions in accordance with its policy regarding employment of personnel with criminal history (or arrested or charged with a criminal offense). Somerset Academies of Texas's policy regarding employment of personnel with criminal histories is:

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

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

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

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

Somerset Academies of Texas reserves the right to annually (or more frequently) perform criminal history record checks on current employees.

3.11 Fingerprinting

In accordance with state law, Somerset Academies of Texas requires all employees and substitutes to complete the fingerprinting process implemented by the State Board of Educator Certification and the Texas Department of Public Safety Clearinghouse prior to employment.

3.12 Arrest and Conviction Occurring after Employment Begins

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

3.10.1 Crimes involving school property or funds;
3.10.2 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;
3.10.3 Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
3.10.4 Crimes involving moral turpitude.

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

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

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

3.10.5 The nature of the offense;
3.10.6 The date of the offense;
3.10.7 The relationship between the offense and the position to which the employee is assigned; and
3.10.8 The best interests of Somerset Academies of Texas and its students.

3.13 Employee Right to Access Personnel File

Somerset Academies of Texas maintains a personnel file on each employee. This file includes the employee's job application, resume, training records, salary increases, and other employment records.

All information in an employee's personnel file will be made available to the employee or his or her 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 or his or 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 the employee or his or her representative access to information relating to the employee on the grounds that the information is considered confidential by privacy principles under the Public Information Law. However, the school may assert, as grounds for denial of access, other provisions of the Texas Public Information Act 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 Office Manager.

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

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

Please complete and return to Julie DeClouette, Human Resources Manager, the "Texas Government Code § 552.024 Public Access Option Form" included with this Handbook if you wish to opt-out and have the

above-identified information "exempted" from disclosure under the TPIA. New or terminated employees have 14 days after hire or termination to submit a request; otherwise, personal information will be released to the public in accordance with the TPIA. A request to deny public access to personal information is effective only for public information requests made after the date the employee submits to Human Resources the request to deny access. With respect to certain medical information protected by state and federal law and evaluation documents exempted from disclosure under state law, Somerset Academies of Texas will seek to exempt and protect such documentation from disclosure to the extent permitted by law.

3.14 Personnel Data Changes

Each employee is responsible for ensuring that his or her personal information is always accurate and current. Employees must notify the Business Office of any changes in personal data, including personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of emergency, educational accomplishments, and other such status reports.

3.15 Employment Applications and References

Somerset Academies of Texas 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 this information or data may result in Somerset Academies of Texas's exclusion of the individual from further consideration for employment or, if the person has been hired, termination from employment.

3.16 Job Vacancy Announcements

Announcements of job vacancies are distributed on a regular basis and may be posted in the main school offices, departments, and/or on the Somerset Academies of Texas website: https://somersetacademytx.org. Vacancies may also be listed on the Indeed.com website: www.indeed.com.

3.17 Minimum Qualifications for Heads of School and Teachers, and Notification to Parents Regarding Teacher Qualifications

Somerset Academies of Texas employs Heads of School, teachers and instructional staff members who are properly credentialed and qualified as required by state and federal law. Employment is contingent upon and subject to the employee submitting all required documentation in a timely and accurate manner and meeting all other employment requirements of Somerset Academies of Texas.

State law requires that the school shall provide to the parent or guardian of each enrolled student written notice of the professional qualifications of the student's classroom teachers. The school will also provide this information upon request from a parent.

3.18 Health Requirements

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

3.19 First Aid CPR and AED Certification

Certain employees who are involved in physical activities for students must maintain and submit to Somerset Academies of Texas proof of current certification in first aid cardiopulmonary resuscitation (CPR), and the use of an automated external defibrillator (AED). Certification must be issued by the American Red Cross, the American Heart Association, or another organization that provides equivalent training and certification. Employees subject to this requirement must submit their certification to the school at the start of each school year and anytime an employee is recertified.

3.20 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 Somerset Academies of Texas wishes to operate. Somerset Academies of Texas's framework is also guided by applicable state and federal law governing conflicts of interest and nepotism applicable to Texas open-enrollment charter schools and nonprofit tax-exempt entities. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact Julie DeClouette at 210.388.0288 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 Somerset Academies of Texas'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 the Office Manager, 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 Somerset Academies of Texas 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 Somerset Academies of Texas.

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 Head of School.

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

Outside Employment

Employees should not be engaged in outside employment that provides a conflict of interest or directly interferes with the employee's performance with Somerset Academies of Texas. For purposes of this "employment" includes employment with another organization, consulting, or self-employment, whether on a voluntary basis or for pay.

Full-time and part-time employees who wish to engage in any form of outside employment are required to notify their immediate supervisor and, if a potential or actual conflict of interest is present, have written permission from their immediate supervisor to engage in the outside employment. At all times, employees are expected to maintain a satisfactory level of performance in their job at Somerset Academies of Texas. Somerset Academies of Texas prohibits the performance of non-school work while on the job or with school equipment and/supplies.

Employment of Relatives and Fraternization

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

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

Somerset Academies of Texas 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 to the Superintendent in accordance with the General Employee Complaint and Grievance process outlined in Section 3.27 of this handbook.

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

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

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

3.21 Non-Disclosure

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

3.10.1 Curriculum systems;
3.10.2 Instructional programs;
3.10.3 Curriculum solutions;
3.10.4 Student course work;
3.10.5 Compensation data;
3.10.6 Computer processes;
3.10.7 Computer programs and codes;
3.10.8 New materials research;
3.10.9 Pending projects and proposals;
3.10.10 Proprietary production processes;
3.10.11 Research and development strategies;
3.10.12 Technological data; and
3.10.13 Technological prototypes.

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

3.22 Special Rules for Social Studies Courses

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

3.23 Textbook and Materials Acquisition

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

Any Somerset Academies of Texas officer, administrator, or teacher who accepts a gift, favor, or service given to the person, or to Somerset Academies of Texas, 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.

3.24 Copyrighted Material

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

Employees acknowledge and understand that the entire right, title and interest of all writings, works and other creations that they may prepare, create, write, initiate or otherwise develop as part of their efforts while employed by Somerset Academies of Texas shall be considered the property of Somerset Academies of Texas. 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 Somerset Academies of Texas, including any copyright, patent or trademark or application thereof. Employees hereby assign and transfer to Somerset Academies of Texas 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 all papers, applications or instruments that in Somerset Academies of Texas’s opinion may be necessary or desirable to secure the Somerset Academies of Texas’s full enjoyment of all right, title interest and properties herein assigned. Employees agree not to charge the school for use of their copyrighted, trademarked and patented material.

3.25 Proprietary Information

Proprietary information includes all information relating in any manner to the business of Somerset Academies of Texas and its schools, students, parents, consultants, customers, clients, and business associates obtained by school employees during the course of their work. Occasionally, in the service of Somerset Academies of Texas’s mission, the school may choose to share otherwise proprietary information (e.g., best practices) with outside parties. Such documents will be prepared specifically for publication and dissemination. If an

individual employee receives a request from an outside party for either paper or electronic copies of Somerset Academies of Texas documents, that employee should direct the request to the Superintendent before disseminating documents.

3.26 Performance Evaluations

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

3.27 Termination or Resignation

Employees are employed at will and can be dismissed without notice or warning.

An employee voluntarily resigning his or her position is requested to provide notice of resignation to his or her supervisor as follows so that Somerset Academies of Texas may prepare for the employee ending service with the school:

3.27.1.1 One-month advance notice of resignation by teachers and other exempt employees.
3.27.1.2 Two weeks' advance notice of resignation by non-exempt employees.

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 the Business Office 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.

Exit interviews will be scheduled or exit forms provided for all employees leaving Somerset Academies of Texas. Information on the continuation of benefits, release of information, and procedures for requesting references will be provided at this time.

Reports Concerning Court-Ordered Withholding

Somerset Academies of Texas is required to report the termination of employees that are under court order or writ of withholding for child support or spousal maintenance to the court and the individual receiving the support (Texas Family Code §8.210, 158.211). Notice of the following must be sent to the court and support recipient:

3.25.1.1 Termination of employment not later than the seventh day after the date of termination
3.25.1.2 Employee's last known address
3.25.1.3 Name and address of new employer, if known.

Termination Grievances (General Complaints)

A terminated employee may request a review of the dismissal decision. Termination grievances (other than whistleblower complaints) must be submitted in writing to the HR Manager within five calendar days of notice of termination. The HR Manager will schedule and hold a conference within five business days of the request and shall issue a written decision within five business days after the conference. A former employee wishing to appeal this decision may appeal through the General Employee Complaint and Grievance process described in Section 3.28 of this Handbook, beginning at Level III.

3.28 General Employee Complaint and Grievance Process

Somerset Academies of Texas 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.

Informal Process: Somerset Academies of Texas encourages employees to discuss their complaints and concerns through informal meetings with their supervisor and/or Head of School. Complaints and concerns should be expressed as soon as possible to allow early resolution at the lowest administrative level possible.

Formal Complaint Process: An employee may initiate a formal process by timely filing a written complaint form. Complaint forms can be obtained from Julie DeClouette, Human Resources Manager. Even after initiating a formal complaint, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.

Freedom from Retaliation: Neither the Board nor any Somerset Academies of Texas employee will retaliate against an employee for bringing a complaint or concern.

Process for Filing General Employee Complaints and Grievances

The purpose of this grievance procedure is to entertain employee views and to resolve employee complaints and workplace conflicts in an efficient and expeditious manner at the lowest possible administrative level. In using and applying the policy, all participants are expected to remain courteous and to adhere to the Code of Ethics and Standard Practices for Texas Educators.

Definitions

For purposes of understanding the General Employee Complaints and Grievances Process, terms are defined as follows:

The terms "complaint" and "grievance" shall have the same meaning and may pertain to the following situations:

1. Grievances concerning an employee's wages, hours, or conditions of work;
2. Specific allegations of unlawful discrimination in employment based on the employee's sex (including allegations of sexual harassment and/or wage discrimination on the basis of sex), race, religion, national origin, age, veteran status, or disability, following completion of an investigation by the designated Compliance Coordinator or designee set by policy; or
3. Specific allegations of unlawful discrimination or retaliation based on the employee's exercise of constitutional rights.

The term "day" shall be defined as a calendar day. In calculating timelines under these procedures, the day a document is filed is "day zero," and all deadlines shall be determined by counting the following school business day as "day one."

Complaint Rules

1. Neither the Board nor any school employee shall unlawfully retaliate against an employee for bringing a concern or complaint informally or formally.
2. Employees filing a formal grievance must utilize Somerset Academies of Texas's Grievance Forms for the corresponding grievance level. The forms are available from Julie DeClouette, Human Resources Manager.
3. A grievant must specify the harm alleged by each individual named, as well as the remedy for that harm the grievant seeks. For purposes of efficiency and expediency, the school's grievance forms must be completed in all parts. Any grievance form that is incomplete in a material way may be dismissed but may be re-filed with all the required information if the re-filing is within the designated time for filing a complaint.
4. An employee may not bring separate or serial grievances regarding the same event or action. Employee grievances addressing similar matters may be consolidated at the school's discretion.
5. A grieving employee may be represented by an attorney or advocate at any level of the grievance process.
6. The complaining employee must comply with all time limits applicable to the grievance process, unless such time limits are modified by mutual consent.
7. If the administrator addressing the complaint determines that additional time is needed to complete a thorough investigation of the complaint and/or to issue a response, the administrator shall inform the complainant in writing of the necessity to extend the response time and a specific date by when the response will be issued.
8. School grievance officials who fail to meet a time requirement, without providing written notice of an extended deadline, shall be considered to have denied the grievance as effective the date of the missed deadline.
9. The complaining employee shall present all reasonably available documents supporting their grievance at Level One.
10. Grievance officials shall have the discretion to hold conferences, conduct interviews, conduct fact investigations, review relevant records and employ other means that will aid in their decision.
11. Costs of a grievance shall be borne by the party incurring them.

Employee Complaint Process

Informal Process: An employee may request an informal conference through his or her supervisor or the Head of School within ten days of the time the employee knew or should have known of the event(s) giving rise to the complaint. If the employee is not satisfied with the results of the informal conference, the employee may (1) request a second informal conference with the supervisor or Head of School, or (2) submit a written grievance form. Employees should make their concerns known as soon as possible and attempt to reach an informal resolution prior to the expiration of ten days from the time the employee knew of or should have known of the event(s) giving rise to a complaint.

Formal Process: The formal complaint process provides all employees with an opportunity to be heard up to the highest level of management. Once all administrative procedures are exhausted, employees can bring concerns or complaints to the Board, as outlined below.

Level I

Formal complaints must be filed within the later of (1) ten days of the date the employee first knew, or with reasonable diligence should have known, of the decisions or action-giving rise to the complaint or grievance, or (2) within ten days after the date notice is mailed or e-mailed to the employee after completion of the informal grievance process and notifying the employee of the formal grievance process. Complaints must be submitted to the employee's immediate supervisor. The complaint must be specific, referencing any law or policy alleged to have been violated, and/or the dissatisfaction raised by the employee. The complaint must also specify a remedy or remedies requested. Somerset Academies of Texas may, upon review of the grievance, require the employee to begin the grievance process at Level Two. A decision by Somerset Academies of Texas to require the employee to file at Level Two suspends the timelines under this procedure, so that the number of days between the filing of the Level One Grievance and the decision of Somerset Academies of Texas to require the employee to start at Level Two shall not be considered in determining the timeliness of a grievance.

The employee's immediate supervisor or designee shall serve as the Level One Grievance Officer. Within ten days of receipt of the written complaint, the Level One Grievance Officer will investigate the complaint and meet with the complaining employee and/or representative to consider the complaint. The Level One Grievance Officer will thereafter decide on the grievance and, within ten days following the conference, provide a written Level One Grievance Decision to the employee.

Level II

If the complaint is not resolved to the employee's satisfaction at Level One, or if no written decision is received from the Level One Grievance Officer within the time allotted, or if the employee is directed to do so by Somerset Academies of Texas, the employee may submit a written appeal to the Superintendent by completing and submitting the Level Two Grievance Form. Unless otherwise provided by applicable policy or procedure, Level Two Grievance shall explain the employee's objection to the Level One Decision, if any, and shall be filed within ten days after receipt of a Level One Decision or, if no response was received, within ten days of the response deadline at Level One. The Level Two record shall consist of the Level One Form and the Level One Decision, if available.

The Superintendent or designee shall serve as the Level Two Grievance Officer. The Level Two Grievance Officer will hold a conference with the grievant within ten days after the appeal notice is filed. At the

conference, the Level Two Grievance Officer shall consider only the issues and documents presented at Level One and identified in the Level Two appeal notice. The Level Two Grievance Officer shall issue a written decision on or before ten days following the conference.

Level III
A grieving employee who is dissatisfied with the Level Two Decision, or is otherwise authorized to appeal to Level Three, may submit a written appeal to the Board of Directors using the school's Level Three Grievance Form. Level Three Grievance shall explain the employee's objections to the decision from the level below and shall be filed within ten days of the employee's written response of the prior Grievance Officer or, if no response was received, within ten days of the deadline for receipt of a prior Grievance Decision. The Level Three grievance record shall consist of all previously submitted Grievance Forms and, if available, the Level One and Level Two Decisions.

The Board shall then consider the grievance and may, at its discretion, require the appearance of the employee and administration. The Board may subsequently act or no action. No action by the Board supports the Decision at the level below. If the Board acts, it may make and communicate its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting.

Grievances involving the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the employee bringing the grievance, may be heard by the Board in closed meetings. Grievances involving a complaint or charge against another Somerset Academies of Texas employee, director, or officer shall be heard in closed meetings unless an open meeting is requested in writing by the employee, director, or officer against whom the complaint or charge is brought.

The Board of Director's decision, if any, is final and may not be appealed.

3.29 Process for Employee Complaints and Grievances Regarding Harassment and Discrimination

****NOTE**** The following procedures apply to allegations of Prohibited Conduct other than allegations of harassment prohibited by Title IX. For allegations of sex-based harassment that, if proved, would meet the definition of a formal complaint of sexual harassment under Title IX, please see the procedures outlined in "Sexual Harassment Prohibited," Section 7.8 of this Handbook.

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

3.29.1 In the event you feel you are a victim of harassment; you should contact your immediate supervisor and/or the designated Compliance Coordinator immediately. In the event your immediate supervisor is the alleged harasser, you should contact the next level of management immediately. Complaints against the designated Compliance Coordinator may be submitted to Academica Southwest, Attention: Julie DeClouette, jdeclouette@academicasw.org.

Any employees who are uncomfortable with face-to-face interaction may write down their complaints in a memo and submit the memo to their immediate supervisor and/or the designated Compliance Coordinator.

3.29.2 Any Somerset Academies of Texas employee who receives a report of suspected harassment or discrimination is expected to immediately contact the designated Compliance Coordinator.

3.29.3 All complaints will be handled in a timely manner. Due to the need to investigate, absolute confidentiality may not always be possible. However, the complaint will be handled in as confidential a manner as possible. Except as required by law, under no circumstances will information concerning any employee's complaint be released by Somerset Academies of Texas to any third person or to anyone within Somerset Academies of Texas who is not involved in the investigation.

The purpose of this provision is to maintain impartiality and confidentiality to the extent possible. Both the reporting individual, victim and the accused have equal privacy rights under the law, and the school must respond accordingly.

Retaliation against any person who in good faith reports or complains about harassment or discrimination is unlawful and will not be tolerated. Employees who take part in any retaliatory action will be subject to disciplinary action up to and including immediate termination from employment. Unlawful retaliation may include, but is not limited to, any of the following actions as a result of an employee's complaint or involvement in an investigation of harassment or discrimination:

3.29.4 Demotion;
3.29.5 Poor performance appraisals;
3.29.6 Transfers;
3.29.7 Assignment of demeaning tasks; or
3.29.8 Taking any kind of adverse action against a person who complains or is involved in an investigation of sexual harassment or discrimination.

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

After receiving a complaint of prohibited discrimination or harassment, the Compliance Coordinator may, but need not, require the complaining employee to prepare a written report. Oral complaints will be reduced to written form. Upon receipt of a complaint, the Compliance Coordinator or designee shall promptly undertake an investigation. Following completion of the investigation, the Compliance Coordinator or designee shall prepare a written decision regarding the complaint.

An employee who is dissatisfied with the outcome of the investigation may appeal through the General Employee Complaint and Grievance process described in Section 3.28 of this Handbook, beginning at Level II.

3.30 Whistleblower Complaints

3.30.1 The Texas Whistleblower Act ("TWA") protects employees who make good faith reports of violations of law by Somerset Academies of Texas or another employee to appropriate law enforcement.

An employee who alleges a violation of whistleblower protection must file a written complaint to Julie DeClouette no later than the 90th day after the date on which the alleged suspension, termination, or other adverse employment action occurred or was discovered by the employee through reasonable diligence.

Following receipt of a whistleblower complaint, Julie DeClouette, or designee will investigate and issue a written response to the complaint. An employee who is dissatisfied with the outcome of the investigation may file an appeal to the Board of Directors through the General Employee Complaint and Grievance process described in Section 3.28 of this Handbook, beginning at Level III.

Somerset Academies of Texas may shorten its general timelines for investigating employee complaints and concerns to allow the Board of Directors to make a final decision within 60 calendar days of the initiation of the complaint. If the Board of Directors does not render a final decision before the 61st day after a whistleblower complaint is filed, an employee may:

1. Exhaust Somerset Academies of Texas's complaint/grievance procedure, in which case the employee must sue no later than the 30th day after the date those procedures are exhausted to obtain relief under the TWA; or
2. Terminate Somerset Academies of Texas's complaint/grievance procedures and sue within the timelines established by the TWA.

3.31 Reporting an Educator's Misconduct

The Superintendent shall promptly notify the SBEC by filing a written report (within seven days of first learning about an alleged incident of misconduct) with the 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 and Somerset Academies of Texas learned of the criminal record by means other than the criminal history clearinghouse established by the Texas Department of Public Safety.
2. That an educator or certificate holder was terminated and there is evidence that the educator:
   a. Abused or otherwise committed an unlawful act with a student or minor;
   b. Was involved in a romantic relationship or solicited or engaged in sexual conduct with a student or minor;
   c. Possessed, transferred, sold, or distributed a controlled substance;
   d. Illegally transferred, appropriated, or expended school property or funds;
   e. Attempted by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle the individual to be employed in a position requiring such a certificate or permit or to receive additional compensation associated with a position; or
   f. Committed a crime or any part of a crime while on school property or at a school-sponsored event.
3. That a certificate holder resigned, and reasonable evidence supported a recommendation to terminate the individual because he or she committed one of the acts specified in paragraph 2

above.

4. That an educator engaged in conduct that violated the assessment instrument security procedures established by Education Code 39.0301.

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

In accordance with state law, the Superintendent must complete an investigation involving evidence that an educator may be engaged in abuse or otherwise committing an unlawful act with a student or minor or was involved in a romantic relationship with or solicited or engaged in sexual contact with a student or minor. 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.

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

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

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

3.32 Reporting Employee Misconduct (Non-Educators)

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

1. A non-educator's employment with Somerset Academies of Texas was terminated and there is evidence that the employee:
   a. Abused or otherwise committed an unlawful act with a student or minor; or
   b. Was involved in a romantic relationship with or solicited or engaged in sexual contact with a student or minor; or
2. The employee resigned and there is evidence that the employee engaged in misconduct described above.

SECTION 4: COMPENSATION AND PAY SCHEDULES

4.1 Payroll

Somerset Academies of Texas follows all Texas Payday Laws. All employees are paid twice a month, on the 15 and 30thor 31st of the month. Pay dates are posted in the main office.

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

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

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

Somerset Academies of Texas pays all exempt salaried 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. Pay earned during the first 15-day pay period is held in arrears. All salaries are paid out in accordance with the Texas Payday Act.

4.2 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 budgeted amounts approved by the Board of Directors. All employees will receive written notice of their pay and work schedules (subject to adjustment by Somerset Academies of Texas) before the start of each school year. Employees should contact Julie DeClouette. Human Resources Manager at jdeclouette@academicasw.org for further information concerning their own salary.

4.3 Payroll Deductions

Somerset Academies of Texas is required to make the following automatic payroll deductions:

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

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

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

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 Office Manager who shall determine if there was an error and then send the necessary paperwork to correct the matter to the business office. Any questions concerning how or when corrections will be made should be directed to the appropriate supervisor and/or the Office Manager.

Overpayments

Employees must inform the Somerset Academies of Texas Office Manager of known overpayments on any paychecks received. Somerset Academies of Texas will pursue all legal means necessary to recover overpayments.

Deductions Following Exhaustion of Personal Leave

Somerset Academies of Texas offers employees paid leave in certain circumstances. See "Section 6: Employee Attendance and Leave." In accordance with applicable law, Somerset Academies of Texas may make deductions from pay when an employee has exhausted his or her paid leave allowance and is absent from work.

For exempt employees, other than teachers, deductions from pay are permissible when an exempt employee is absent from work on one or more full days for personal reasons other than sickness or disability; or for absences of one or more full days due to sickness or disability if the employee has not yet accrued paid time off or has exhausted his or her available paid leave.

For exempt employees serving in a teaching capacity, Somerset Academies of Texas may make salary deductions for partial days or whole days of absence more than the employee's available paid leave balance, as allowed by applicable law.

4.4 Direct Deposit

All faculty and staff are strongly encouraged to take advantage of direct deposit because of the many advantages it offers. In addition to being efficient and convenient, direct deposit is the most reliable method of receiving pay. Every employee participating in the direct deposit program must sign a Direct Deposit Authorization Agreement form to initiate the service. **A notification period of two pay periods may be necessary to activate this service.** Terminated employees with Direct Deposit will receive a paper check for their final paycheck within six calendar days of termination in accordance with the Texas Payday Act. Please contact Julie DeClouette with any specific questions regarding the program.

4.5 Lost/Stolen Paychecks

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

4.6 Unclaimed Payroll

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

4.7 Authorized Check Pick Up

Somerset Academies of Texas may release a paycheck to a third party, including a spouse, who is authorized in writing by the employee to receive the paycheck. Written authorization must be provided to the Business Office prior to any pay being released.

4.8 Expense and Travel Expense Reimbursement

Before any travel expenses are incurred by an employee, the employee's supervisor and the Head of School must give approval. For approved travel, employees will be reimbursed for mileage and other travel expenditures according to the current rate schedule established by the school. Employees must submit receipts to be reimbursed for expenses other than mileage.

A Somerset Academies of Texas employee shall be reimbursed for authorized mileage incurred while performing job related duties only if such travel is at the request of the employee's supervisor and is approved in advance (see Somerset Academies of Texas expense and travel reimbursement policy for more specific information).

4.9 Wage and Tax Statements

All employees will receive a Wage and Tax Statement (Form W-2) from Somerset Academies of Texas showing their annual earnings and the amounts deducted for Social Security, Medicare, and federal income taxes. Additional earnings and deductions that may be included, if applicable, are social security tips, allocated tips, advance earned income credit, and dependent care benefits. W-2 forms will be prepared by the Business Office and distributed on or before January 31st of each year.

4.10 Fair Labor Standards Act (FLSA)

Employment Categories

It is the intent of Somerset Academies of Texas 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. 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 more than the employee's allotment/service record accumulation of sick or personal leave will result in an employee payroll deduction calculated on a pro-rated daily rate, as allowed by applicable law.

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 paystub or similar form, but for overtime calculation, the employee worked 32 hours – so overtime would not be paid. All employees in positions that are classified as non-exempt will be required to maintain a timecard or record and will be eligible for overtime pay in accordance with the appropriate Wage and Hour laws.

The school's positions are reviewed and assigned an FLSA (exempt or non-exempt) status that is maintained on a master record by the Business Office. Employees may obtain this information from Office Manager upon request.

Timekeeping

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

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

Non-exempt employees should report to work no more than 5 minutes prior to their scheduled starting time nor stay more than 5 minutes after their scheduled stop time without expressed, prior authorization from the Superintendent.

Exempt employees should use a time sheet/time clock to document days worked. Sick or personal leave must be clearly marked, as should days off without pay. Teachers must clock in and out or otherwise keep track of all instances in which they leave work during a scheduled conference period designated for grading or parent conferences. Such conference periods are considered part of a teacher's assigned duties, and leaving work during these time periods may be considered an early departure from work, subjecting a teacher to the disciplinary and salary reduction procedures discussed in "Disciplinary Action for Tardiness and Early Departure" on page 45 of this Handbook.

Employees sign their time sheets to certify the accuracy of all time recorded. The Superintendent will review and then sign the time sheet before submitting it for payroll.

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

Minimum Wage and Overtime

Employees not exempt under the Fair Labor Standards Act shall be paid 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.

Depending on the school's work needs, employees may be requested to work overtime. The Head of School and/or the employee's immediate supervisor must approve all overtime in advance of overtime being worked. An employee who works overtime without prior written approval may be subject to disciplinary action, up to and including termination.

SECTION 5: BENEFITS

The benefits information in this handbook is only a summary of benefit plans offered by Somerset Academies of Texas. This general explanation is not intended to and does not provide employees with all the details of these benefits. This handbook does not change or otherwise interpret the terms of the official plan documents. If there is any conflict or difference between the information in this handbook and the plan documents, the plan documents will govern. Somerset Academies of Texas reserves the right to change or end these benefits at any time and for any reason, consistent with all laws. Additionally, benefit eligibility is dependent upon a variety of factors, including employee classification.

Substitute teachers and temporary employees may be eligible for the benefits described in this section in accordance with the Patient Protection and Affordable Care Act and other applicable rules and regulations governing the school's benefit plans.

5.1 Benefit Offerings

Somerset Academies of Texas currently offers the following benefit programs to eligible employees in the manner prescribed by law:

- Teacher Retirement
- Group Health Coverage
- Life Insurance
- COBRA
- Supplemental Insurance

Somerset Academies of Texas's contribution to employee insurance premiums is determined by the Board of Directors. At their own expense, employees may enroll in supplemental insurance programs (Dental, Supplemental Life, Critical Illness, Cancer, Heart/Stroke, Accident, Long-Term Care and Disability). Detailed description of insurance coverage, prices and eligibility requirements are provided to all employees in separate benefit documentation. Please contact the Human Resources Manager for more information and to identify the programs for which you are eligible.

5.2 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 twenty (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 40 or more clock 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 or as provided by the rules of Somerset Academies of Texas's health benefits provider.

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 basis (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.

Somerset Academies of Texas will make all required contributions for employees eligible for TRS benefits on a timely basis. Individuals who are planning retirement and retirees who are considering employment after retirement should contact the Office Manager for the current administrative procedures regarding the Somerset Academies of Texas Retire/Rehire Policy.

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

5.3 Health Coverage Benefits

Somerset Academies of Texas offers medical coverage through TRS Active Care to all eligible full-time employees. The school's medical coverage plan(s) and the school's annual contribution to the plan(s) are reviewed annually and approved as needed by the Board of Directors. Details regarding the Somerset Academies of Texas health coverage benefit may be obtained from the Human Resources office.

5.4 Benefits Continuation – COBRA

Somerset Academies of Texas will notify employees of their potential rights under the Consolidated Omnibus Budget Reconciliation Act (COBRA) upon separation from employment with Somerset Academies of Texas. Please contact the Benefits Liaison with questions regarding COBRA benefits.

5.5 Other Benefits

From time to time, Somerset Academies of Texas 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.

5.6 Unemployment Compensation Insurance

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

5.7 Workers' Compensation Insurance Benefit

Somerset Academies of Texas may provide workers' compensation benefits to employees who suffer a work-related illness or personal injury due to accidents arising out of their employment with the school. Such benefits are paid for entirely by the school and help pay for medical treatment and make up for part of the income lost while recovering.

An employee receiving workers' compensation wage benefits may elect to receive accrued paid leave benefits, whether such employee is on family and medical leave. If the employee makes such an election, the school shall pay the difference between the weekly income benefit received under workers' compensation, and the employee's regular weekly compensation, and shall charge leave proportionately.

An employee whose accumulated leave is exhausted prior to or during an absence for a work-related injury or illness shall be placed on an unpaid leave of absence. Except while on family and medical leave, the employee shall be responsible for full payment, in advance, of all premiums for insurance benefits during such leave of absence.

Upon release from workers' compensation for regular or accommodated duty, the employee must submit a written request for reinstatement of employment. The request must be accompanied by a physician's statement certifying the employee's fitness to return to work. If the release is for an accommodated-duty position, the return to work shall be coordinated by the Superintendent.

Except as required under the temporary disability law, an employee released from workers' compensation shall be considered for a position for which the employee is qualified, provided such a position is available. If no position for which the employee is qualified is available at the time the employee requests reinstatement, the employee shall be considered for a subsequent vacancy. Failure of an employee to report to the school upon release from workers' compensation leave within three days, or refusal to accept an offered position, shall constitute a resignation.

Mandatory Requirements

Workers' Compensation Insurance covers all employees during the time they are on the job.

- Covered injuries and illnesses may be physical or mental and specific or cumulative.
- An injury is considered job-related when it arises out of and in the course and scope of employment.
- The activity that caused the injury must also be an activity that is in the course and scope of employment.

Denial of Workers' Compensation Insurance Benefits

Except as otherwise required by state law, injuries not covered by Workers' Compensation Insurance include those where the employee:

- Was intoxicated on alcohol or drugs.
- Was in the process of committing a felony (and has been convicted).
- Was participating in a social or recreational activity off duty that was not directly related to his or her work.
- Was commuting to or from work unless doing so under the direct control or orders of the school on school-related business.
- Caused the injury intentionally or committed suicide.
- Was "horsing around" or fighting on the job.
- Violated a school safety policy or procedure.

If the school denies a Workers' Compensation Insurance claim:

- The employee may contest the decision in accordance with the provisions of the Workers' Compensation laws of the State of Texas.
- All costs incurred by the employee in contesting a denial of the claim shall be the sole responsibility of the employee.
- The school is not obligated to make any commitments or statements pertaining to its liability concerning an employee's injury or illness.

Reporting Requirements

Any employee suffering an injury or illness that is work related is responsible for immediately reporting that illness or injury – no matter how minor – to his or her supervisor. The employee should not attempt to make any medical decisions on his or her own.

The supervisor will assist the individual immediately to obtain all the details of the incident and the identities and contact information of any witnesses, if necessary.

All appropriate incident forms must be completed and submitted to the school's insurance carrier within 24 hours of the incident. Additionally, the employee will be required to participate in a post-accident drug and alcohol test within 24 hours of the accident.

Employees desiring information about the school's position on the Workers' Compensation Insurance claim will be informed only that the school and/or its insurance carrier is conducting an investigation.

All questions and claims regarding workers' compensation should be referred to the Human Resources Manager. An employee receiving workers' compensation wage benefits shall be assigned to FMLA leave, if applicable.

Request for Leave

Any employee whose job-related injury or illness will prevent him or her from reporting to work within one week following the initial incident should contact the Office Manager or Superintendent during the first week of absence. Workers' Compensation Insurance leave may be granted for situations in which there is a physician's written statement indicating that a leave of absence is required.

The physician's statement must provide adequate details, acceptable to the school, regarding the nature of the disability and the anticipated length of absence from work. The school may, at its discretion and expense, require another medical opinion by a physician. The school reserves the right to select the physician to examine and treat the injury or illness, to seek additional medical opinions, and to deny benefits where there is insufficient evidence that the illness or injury arose out of or occurred in the course of employment.

If a leave of absence is needed in the case of a legitimate Workers' Compensation Insurance injury or illness, the employee shall be paid according to the state schedule and shall remain on leave until he or she is released by a physician's statement.

Fraudulent Claims for Workers' Compensation

Filing a false or fraudulent claim is a violation of law and school policy, and can result in disciplinary employment actions, including termination of employment.

Return to Work Policy

Upon expiration of a Workers' Compensation absence, and prior to returning to work, the employee must obtain and submit a physician's release to the Office Manager or Superintendent.

Potential employment following such Workers' Compensation absence shall be determined based on the type of leave for which the employee qualifies. All employees qualifying for leave under the Family Medical Leave Act ("FMLA") or Uniformed Services Employment and Reemployment Rights Act ("USERRA") shall be placed in a like or comparable position upon their release to return to work or as otherwise required by law. Employees returning within the Extended Leave period, defined later in this Handbook, may return to a previously vacated position, at the school's discretion subject to availability,

upon release to return to work. If the position is unavailable, the employee may be assigned to a substantially similar position or another suitable position for which the employee is qualified, subject to availability. If no position is available, the employee's name may be placed on the substitute roster, if any, and the employee may be considered for a subsequent vacancy along with other applicants. Employees exceeding the 30-day Extended Leave period will have been considered to have resigned and/or separated from employment due to unavailability to work, but will be able to reapply for any vacancies, subject to qualifications and availability of job openings.

Early Return to Work Qualifying Terms and Definitions

- The employee must have a temporary disability due to an "Employment Related Injury," which is defined as an injury or occupational disease that arises out of the course and scope of employment and is a compensable injury or illness, as defined under the Texas Workers' Compensation Act (the "TWCA").
- "Physician" means a Doctor of Medicine, osteopathic medicine, optometry, dentistry, podiatry, or chiropractic who is licensed and authorized to practice as defined in the Texas Workers' Compensation Rules (Texas Labor Code, Title 5, Subtitle A).
- "RTW" is a temporary Modified Duty position to which an employee is assigned when he or she is unable to return to his or her regular position following an Employment Related Injury. The RTW position temporarily addresses the restrictions placed on an individual by the employee's treating Physician. The employee will receive their regular pay during the Early Return to Work period.
- RTW Eligibility: To be eligible for participation in the RTW Program, an employee must provide a written statement (Form TWCC-73) from his or her treating physician that the employee is: (1) temporarily unable to perform his or her essential duties, following an employment related injury or illness; and (2) capable of carrying out work of a lighter or modified nature from his or her regular duties and is expected to return to his or her regular duties within 90 calendar days.

Early Return to Work Procedure

- Once notified of an on-the-job injury or illness, the Human Resources/Office Manager must complete a First Report of Injury (TWCC-1) for Workers' Compensation and inform the employee in writing of the Return-to-Work Program.
- The employee must be seen and evaluated by his or her physician to determine if the employee is able to return to work and if so, with or without restrictions. At the time of the evaluation, the employee must inform the physician of the Return-to-Work Program and provide a copy of the employee's regular job description that identifies the essential functions of the job and its requirements.
- When the employee is able to return to work with restrictions, the employee's physician must complete the TWCC 73 Work Status Report, indicating the specific restrictions, and the duration of those restrictions. Clarification regarding temporary restrictions may be requested of the treating physician.
- Taking into consideration the information provided by the physician, the Human Resources Manager or designee will determine if a temporary RTW assignment can be offered. The school may not be able to offer an RTW assignment in all circumstances.
- A decision on RTW placement will be based on the following criteria:

  - Employees with no restrictions and a valid medical release/TWCC-73 will be returned to regular duty status.
  - Employees with a valid medical release/TWCC-73, which indicates physical limitations, may be placed on regular duty status if those limitations do not impede the employee's ability to perform their regular work.
  - Employees with a valid medical release/TWCC-73, which indicates physical limitations that would prevent the employee from performing their regular duties, may be placed in other work assignments, if accommodations can be made.
- Once the Business Office has approved participation in the RTW Program, the Superintendent will present the employee with an RTW (Modified Duty) job offer letter. This letter shall include:
  - The position offered.
  - The location and duties of the position offered.
  - The schedule of the position offered.
  - The duration of the temporary work assignment.
  - A statement that the school will only assign a position or duties consistent with the employee's knowledge and skills and will provide training if necessary.
  - A statement acknowledging that the employer is knowledgeable about and will abide by the limitations under which the treating physician has authorized the return to work.

Refusal of Return-to-Work Offer

An employee may choose to accept or refuse the RTW (Modified Duty) job offer. However, an employee who refuses a Modified Duty job offer is subject to termination. Rejection of the job offer might also result in cancellation of income benefits under Workers' Compensation Insurance.

Duration of Early Return to Work Assignment

RTW assignments are temporary in nature. All job accommodation will cease when an employee receives a valid release for regular duties from his or her physician. An RTW with Modified Duty offer will be extended for an initial period not to exceed 90 calendar days. The duration of approved time will be based upon the information provided by the employee's physician. If the employee is unable to return to work at full duty after the initial approved time, he or she may request a continuation of RTW Modified Duty not to exceed a total of 90 calendar days in a Modified Duty capacity.

An employee requesting an extension of Modified Duty, beyond the originally approved amount of time in the RTW with Modified Duty offer letter, must submit documentation to the Business Manager from his or her Physician. This document should include what limitations continue to exist, and the probable duration of those limitations.

If an employee is unable to return to work at full duty after 90 calendar days, he or she may request a continuation of Modified Duty not to exceed a total of 180 calendar days in a Modified Duty capacity. Approval beyond 90 calendar days will be based upon the assessment of the employee's ability to return to full duty within the immediate future. An employee requesting an extension beyond 90 calendar days must submit updated information from his or her physician.

An employee who is unable to return to his or her regularly assigned duties at the end of the RTW Modified Duty agreement may elect to terminate his or her employment with the school. Provided that employee

has exhausted any entitlements under the FMLA, an employee who is unable to return to work at the end of the RTW Modified Duty agreement may be terminated in accordance with the Extended Leave and Absence Control section of this Handbook.

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

SECTION 6: EMPLOYEE ATTENDANCE AND LEAVE

Somerset Academies of Texas offers eligible employees paid and unpaid leaves of absence based upon qualifying events. This handbook describes the basic types of leave available and related restrictions. Employees who expect to be absent for an extended period of more than five days should notify Julie DeClouette, Academica Management SW, at 210.388.0288 for information about applicable leave benefits, payment of insurance premiums, and requirements for communicating with the school.

6.1 Attendance and Punctuality

To maintain a safe and productive work environment, Somerset Academies of Texas 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 Somerset Academies of Texas. All employees must maintain regular and reliable attendance.

Work hours for most employees serving elementary grades are 7:30 A.M. to 4:30 P.M., and work hours for employees serving middle and high school grades are 7:45 A.M. to 4:45 P.M. However, there may be exceptions to this requirement based on the employee's role at Somerset Academies of Texas. 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 7:45 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. Additionally, teachers are required to attend Saturday or after-school sessions, as scheduled by the Head of School, to receive progress reports for distribution to students.

Employees are expected to arrive on time to work and to not leave prior to the end of their scheduled work time. If an employee arrives late to work or must leave work early, he or she must notify the Office Manager as early as possible.

Absence

When the need to be absent from or late to work is known in advance, the employee must notify his/her supervisor as far in advance as possible.

Excessive Absenteeism or Tardiness

Excessive absenteeism, tardiness, and leaving work prior to the designated time constitute 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 tardies.
- Any other appropriate disciplinary measure, including termination of employment.

For purposes of this policy, "tardiness" means failing report to work within two (2) minutes of the employee's scheduled starting time, and/or failing return to duty within two (2) minutes at any point during the normal schedule (breaks, meal periods, etc.) without supervisory approval.

"Early departure" means leaving work any time prior to the employee's designated release time.

Disciplinary Action for Tardiness and Early Departure

Employees who routinely arrive late to work or leave work early are subject to discipline, up to and including termination of employment.

Somerset Academies of Texas may generally implement the following disciplinary action for employee tardiness and early departure, however for singular or multiple instances of tardiness or early departure that the Head of School determines are egregious and serious (including but not limited to significantly late arrival or early departure, failure to report on critical dates such as testing or before or after school holidays or last three weeks of a semester), the Head of School may take any action deemed appropriate, up to and including termination:

- Second–fourth occurrence: Head of School issues written warning.
- Fifth occurrence: Head of School conducts counseling session with the employee.
- Sixth occurrence: One (1) day suspension without pay.
- Seventh–ninth occurrence: Deductions from Paid Leave (*see below*).
- Tenth occurrence: Termination (with Superintendent and HR approval).

In addition to the above, tardiness and early departure constitute grounds for any of the following disciplinary actions:

- Disciplinary probation.
- Denial of pending or future promotion or pay raises.
- Requirement to provide medical certification of reason or reasons for tardiness and/or early departure.
- Any other appropriate disciplinary measure, including termination of employment for habitual tardiness or early departure.

Documentation of tardiness and early departures will be maintained in each employee's personnel file.

Docking Employees for Tardiness and Early Departure

1. Non-exempt hourly: Non-exempt employees are compensated for all hours worked. A non-exempt hourly employees' pay will reflect tardiness and early departure in a ratio accounting for

the minutes of work missed. In no circumstance will a deduction cause an employee's pay to fall below minimum wage.

2. Non-exempt salaried: Non-exempt salaried employees are also compensated for all hours worked. A non-exempt salaried employee's pay will reflect tardiness and early departure in an amount consistent with the employee's regular rate of pay and accounting for all time actually worked. In no circumstance will a deduction cause an employee's pay to fall below minimum wage.

3. Exempt (non-teaching staff): Beginning with the sixth occurrence of tardiness or early departure, and for each subsequent occurrence, a non-instructional exempt employee will be docked one-half (1/2) day of accrued Paid Leave from his or her available leave balance. If the employee has not accrued enough Paid Leave to cover this deduction, or if all available Paid Leave has been exhausted, the deduction will occur when the employee has accrued enough Paid Leave to cover the deduction.

   While non-instructional exempt employees generally are not subject to pay docking for tardiness or early departure, the continued failure to adhere to established work hours as directed by a supervisor makes such employees subject to disciplinary action, up to and including termination.

4. Exempt (teaching staff): Beginning with the sixth occurrence of tardiness or early departure, and for each subsequent occurrence, an exempt teacher will be docked one-half (1/2) day of accrued Paid Leave from his or her available leave balance.

   If an exempt teacher has not accrued sufficient Paid Leave to cover this deduction, or if all available Paid Leave has been exhausted, Somerset Academies of Texas may reduce an exempt teacher's salary in increments of fifteen (15) minutes for any amount of time the employee has missed, rounded to the nearest quarter hour.

Notice of Unexpected Absence

When employees who have not given advance notice find that they cannot report for work, they are required to notify their supervisor within the first working hour each day of absence. Notifications to an employee other than the appropriate supervisor is insufficient.

Failure to Give Notice – Voluntary Resignation and Job Abandonment

Failure to report to work without supervisory approval and/or to provide notification of absence to a supervisor for two consecutive workdays (unless prevented by circumstances beyond the employee's control) may be considered job abandonment and/or voluntary resignation on the last day worked, in accordance with applicable federal and state laws.

In the event of job abandonment or voluntary resignation, all school-owned property (e.g., keys, uniforms, etc.) must be returned immediately upon termination of employment.

6.2 Holiday Leave

Each year, the Board of Directors – in consultation with Somerset Academies of Texas administrators – will establish school calendar indicating school holidays and closures. This calendar is available to school employees on the Somerset Academies of Texas website https://somersetacademytx.org

6.3 General Leaves and Absences

Somerset Academies of Texas offers employees paid and unpaid leaves of absence in times of personal need. This section of the handbook describes the basic types of leave available and restrictions on leaves of absence. Employees who expect to be absent for an extended period of more than five (5) days should contact the Office Manager/Human Resources for counseling about leave options, payment, and continuation of benefits, and communicating with the Somerset Academies of Texas while on leave.

Employees must follow Somerset Academies of Texas procedures to report or request any leave of absence and complete the appropriate leave request form or certification.

As an open-enrollment charter school, Somerset Academies of Texas does not officially offer traditional "state leave" earned under Chapter 22 of the Texas Education Code. This leave is generally transferrable among school districts and may be rolled over from year to year. Somerset Academies of Texas employees will not earn state leave days that are transferrable among Texas public schools, as the state leave program does not apply to charter schools. For this reason, any local leave earned during service with Somerset Academies of Texas may not transfer to another charter school or school district if an employee leaves service with Somerset Academies of Texas.

Discretionary Personal Leave

Each employee shall receive discretionary personal leave ("discretionary days"), otherwise known as paid time off ("PTO"), according to the following schedule:

- Instructional staff (10-month employees) a total of 10 discretionary days per year or 80.00 hours.
- All other staff (12-month employees) receive a total of 12 discretionary days per year or 96 hours.

Discretionary days/PTO will be made available upon employment, pro-rated based on the employee's start date. Unused leave may carry forward to the next school year.

A written request for use of discretionary days/PTO shall be submitted to the immediate supervisor or designee, at least 10 days in advance of the requested leave. Use of accrued discretionary days/PTO must be pre-approved by the employee's supervisor. In deciding to approve personal leave, the supervisor or designee shall consider the effect of the employee's absence on the school's educational program and the impact on school safety, as well as the availability of substitutes.

Employees will not accrue discretionary days/PTO while using unpaid extended leave, such as FMLA leave.

Duration of Leave/ Schedule Limitations

Discretionary personal leave generally may not be taken for more than three consecutive days, except in extenuating circumstances as determined by the Head of School/Superintendent or designee, or in cases involving illness. Any employee absent more than two consecutive workdays due to illness must submit to their supervisor a medical certification of illness. *See* "Medical Certification" below. Discretionary leave shall not be allowed in the following circumstances:

- The first week of school;
- Days scheduled for end-of-semester or end-of-year exams, days scheduled for state-mandated assessments or for school achievement tests;
- Days scheduled for professional or staff development and/or in-service training;
- Within three days of a scheduled holiday (before or after) unless a request is submitted at least 30 days in advance of the requested time off and such request is approved; and
- Discretionary personal leave requested to be taken within 30 days of the last day of school must be requested 30 days in advance of the requested time off.

Personal leave by reason of illness, two or more days in duration must be accompanied by a doctor's note upon return to work.

Any leave taken for which leave balances are insufficient shall result in a deduction from the employee's paycheck commensurate with the amount of leave taken, to the extent allowed by law.

Sick Leave (Non-Discretionary)

Leave that is taken for personal or family illness, or other family or personal emergency is considered sick leave/non-discretionary. This type of leave is provided for those situations when very little or no advance planning is possible.

Forfeiture of Accrued Leave upon Separation of Employment

Unless stated otherwise below, all unused paid leave is forfeited when an employee separates from employment. However, employees who are laid off for economic reasons, or who resign with at least 14 day's advance written notice (except as stated below), will receive the balance of any unpaid accrued leave (not fronted) remaining at the time of separation. Unused leave will be paid at a rate of $100.00 per day for exempt employees and $50.00 per day for non-exempt employees. Paid or unpaid leave time may not be counted toward such a notice period.

Employees who resign between July 1st and August 31st of any calendar year will not be eligible to receive the balance of any unpaid accrued leave remaining at the time of separation, including but not limited to any accrued leave that has "rolled over" from the previous year, if allowed by school policy.

If Somerset Academies of Texas terminates an employee's employment, all unused accrued leave (not fronted) will be paid at a rate of $100.00 per day for exempt employees and $50.00 per day for non-exempt employees paid in accordance with applicable law, less any necessary leave balance deductions not previously deducted.

Medical Certification

An employee absent more than two consecutive workdays, but less than five consecutive workdays because of personal illness or illness in the immediate family shall submit, to their immediate supervisor, upon return to work, a medical certification (a doctor's note) of illness. An employee absent more than five consecutive workdays because of personal illness or illness in the immediate family shall contact the Office Manager.

Medical Certification is required for absences occurring in the following circumstances:

- on the day before or after a school holiday;
- on the first or last day of a semester;
- on days scheduled for end-of-semester or end-of-year exams;
- on days scheduled for state assessment tests;
- on professional or staff development days;
- any day in excess of the days provided in a school year as PTO.

6.4 Limitations on Leaves of Absence

Apart from leaves of absence for military duty or approved leave under the FMLA, if an employee accumulates more than **five days** of absence after exhausting all available paid and unpaid leave, the employee shall be separated due to unavailability for work, subject to any reasonable accommodation duties Somerset Academies of Texas may have under the ADA or similar law. Any employee separated for unavailability for work following exhaustion of all available leave will be eligible for rehire and will be able to apply for any vacancies that may exist at any given time, depending upon qualifications and availability of job openings.

6.5 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. Please contact the Human Resources Manager for further information on FMLA.

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 Somerset Academies of Texas:

- 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 employees located within 75 miles of the employee's worksite.

Please note that for purposes of an employee's entitlement to leave under the FMLA, the 12-month period within which employees shall be eligible for 12 weeks of FMLA shall be defined as a rolling 12-month period, measured backward from the last date an employee uses leave under the FMLA.

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:

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

The maximum amount of leave available to spouses who are both employed by Somerset Academies of Texas is limited to a 12-week period total between the spouses when leave is taken for the birth, adoption, or foster placement of a child with the employee. Military caregivers leave for spouses is extended to a combined total of 26 weeks.

Upon eligibility for family and medical leave, and at 30-day intervals thereafter, the employee shall provide medical certification of the illness or disability. The employee's request for reinstatement shall be accompanied by medical certification of the employee's ability to perform essential job functions.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. The FMLA does not apply to routine medical examinations, such as a physical, or to common medical conditions, such as an upset stomach, unless complications develop.

For all conditions, "incapacity" means inability to work, including being unable to perform any one of the essential functions of the employee's position, or inability to perform other regular daily activities due to the serious health condition, treatment of the serious health condition, or recover from the serious health condition. The term "treatment" includes but is not limited to examinations to determine if a serious health condition exists and evaluations of the condition.

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, sick, or personal 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 workweeks 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 or workers' compensation injury/illness, 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 workweeks 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 workday.

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.

Transfer to an Alternative Position

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 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 the required FMLA paperwork and submitting the paperwork to the Office Manager.

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 enough information to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Enough information may include whether 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 Human Resources Manager 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 enough certification. Such failure to provide complete and enough 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 heath 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.

The school has no designated temporary or transitional "light duty assignments." Medical certification, therefore, is required to release an employee to return to duties that are part of their essential job functions.

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 or workers' compensation injury/illness, 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 employees' return to work.

Designation of Leave

The Human Resources Manager 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 the Human Resources Manager 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 principal function is to teach and instruct students in a class, a small group, or an individual setting. This term includes not only teachers, but also athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. It does not include teacher assistants or aides who do not have as their principal function actual teaching or instructing, nor does it include auxiliary personnel such as counselors, psychologists, or curriculum specialists. It also does not include cafeteria workers, maintenance workers, or bus drivers.

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 instructional calendar period. As set forth below, the school may, in certain cases, require the employee to take leave until the end of the instructional calendar period.

The school instructional calendar, or "academic term," typically ends near the end of the calendar year and the end of summer each school year. In no case may a school have more than two academic terms or instructional calendar periods each year for purposes of the FMLA.

If the school requires the employee to take leave until the end of the instructional calendar periods, 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. As appropriate for the employee, given the employee group that they belong to, any additional leave required by the school to the end of the instructional calendar period 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 instructional calendar period if:

- The employee begins leave more than five weeks before the end of the instructional calendar period;
- 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 instructional calendar period.

During Last Five Weeks of the Instructional Calendar Period
The school may require an instructional employee to continue taking leave until the end of the instructional calendar period if:

- The employee begins leave during the last five weeks of the instructional calendar period 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 instructional calendar period.

During Last Three Weeks of the Instructional Calendar Period
The school may require an instructional employee to continue taking leave until the end of the instructional calendar period if the employee begins leave during the three-week period before the end of the instructional calendar period for any reason other than the employee's own serious health condition or a Qualifying Exigency.

Maintenance of Health Benefits
During FMLA leave, employees are entitled to continue group health plan coverage under the same conditions as if they had continued to work. To the extent that FMLA leave is paid, the employee's portion of health insurance premiums will be deducted from their salary. For the portion of FMLA leave that is unpaid, an employee's portion of health insurance premiums must be paid in accordance with the school's rules for leave without pay. If payment of health insurance premiums is more than 30 days late, the school may discontinue health insurance coverage upon notice to the employee.

Salary Action
The length of the leave will delay any planned, but not implemented, salary increase for a period equal to an employee's leave of absence, including FMLA.

Performance Evaluation
The length of the leave will extend an employee's normal performance evaluation date by the length of the leave of absence, including FMLA.

Return from FMLA Leave
Upon return from FMLA leave, the employee will be placed in the same position he or she held before the leave, or an equivalent position with equivalent pay, benefits, and other employment terms. An

employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave, nor be counted against the employee under a "no fault" attendance policy. If a bonus or other payment, however, is based on the achievement of a specified goal such as hours worked, or perfect attendance, and the employee has not met the goal due to FMLA leave, payment may be denied unless it is paid to an employee on equivalent leave status for a reason that does not qualify as FMLA leave. An employee has no greater right to restoration or to other benefits and conditions of employment than if the employee had been continuously employed.

Limitations on Reinstatement
An employee is entitled to reinstatement only if he or she would have continued to be employed had FMLA leave not been taken. Thus, an employee is not entitled to reinstatement if, because of a layoff, reduction in force or other reason, he or she would not be employed at the time job restoration is sought.

The school reserves the right to deny reinstatement to salaried, FMLA eligible employees who are among the highest paid 10% of school employees employed within 75 miles of the school's main office, if such denial or reinstatement is necessary to prevent substantial and grievous economic injury to the school's operations.

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 Human Resources Manager.

For information or to file a complaint regarding FMLA leave, contact the U. S. Department of Labor (DOL) at 1-866-487-9243 or by visiting www.wagehour.dol.gov.

6.6 Military Leave of Absence

Somerset Academies of Texas is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is Somerset Academies of Texas's policy that no employee or prospective employee will be subjected to any form of discrimination based on 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 benefits of employment based on 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 Office Manager or the Head of School if the Office Manager 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 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 the employee will be entitled to the rights and benefits described in this Handbook and in accordance with Somerset Academies of Texas's policies and procedures.

To request a temporary or extended military leave of absence the employee should, unless prevented from doing so by military necessity, notify the Office Manager and complete and submit the appropriate form to the Benefits Liaison. An employee on temporary or extended military leave may elect, at his or her option, to use accrued paid leave (vacation, sick or personal) available; the remainder of military leave will be unpaid.

6.7 Maternity and Paternity Leave (Non-FMLA)

Somerset Academies of Texas allows an employee up to four workweeks (20 days) of unpaid leave for maternity or paternity leave immediately following the birth or adoption of a child. The fact that a multiple birth or adoption occurs (for example, the birth or adoption of twins) does not increase the length of unpaid leave granted for that event.

An additional two workweeks (10 days), following the initial four weeks, may be granted upon submission of request to the Superintendent. A request for the additional leave must be accompanied by a statement from the employee's (or spouse's, etc.) physician stating that additional time off is necessary for a return to normal health.

The available days of leave begin following the birth or adoption of the child, but the leave is not approved until it is submitted and marked as approved by the Superintendent. This leave period runs concurrently with all holidays and breaks, as well as any period of approved FMLA leave for an employee eligible under the FMLA.

Somerset Academies of Texas will continue to pay its share of any applicable employee benefit plan during the period of unpaid leave.

If an employee has accrued paid leave (e.g., vacation, sick, or personal leave), he or she must use any qualifying paid leave available, which will run concurrently with the unpaid leave.

If an employee is temporarily unable to perform her job due to pregnancy or pregnancy complications, Somerset Academies of Texas will treat the situation (whether pre- or post-birth) the same as any other temporary disability, and provide reasonable accommodation as required by and in accordance with the Americans with Disabilities Act.

Somerset Academies of Texas has no designated temporary or transitional "light duty assignments." Medical certification, therefore, is required to release an employee to return to duties that are part of their essential job functions.

If an employee is unable to return to work within this time period, employment will cease without prejudice as of the date approved leave has been exhausted. Compensation and benefits will be adjusted accordingly, and the employee is responsible for paying for all current benefits for which a premium is owed within 15 days of notice of cessation of employment.

Employees expecting a child will be permitted to work if they are able to do their jobs. The employee is eligible to return to work pursuant to the guidelines above, or as otherwise required by law, as soon as she is released by her treating physician.

6.8 Jury Duty and Grand Jury Service

Somerset Academies of Texas may not discharge, threaten to discharge, intimidate, coerce, reduce the salary of, or otherwise penalize or discriminate against an employee because of the employee's compliance with summons to appear as a juror or a grand jury. For each regularly scheduled workday on which a non-exempt employee serves in any phase of jury service, Somerset Academies of Texas shall pay the employee his/her normal daily compensation up to a total of three days of paid absence per school year.

Any employee selected for jury duty must notify the Office Manager within 48 hours of the court's notice.

Exempt employees will be paid for their entire time on Jury Duty.

6.9 Other Court Appearances

Employees will be granted paid leave to comply with a valid subpoena to appear in a civil, criminal, legislative, or administrative proceeding related to School business. 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. The school shall not discharge, discipline, or otherwise penalize an employee because the employee complies with a valid subpoena to appear in a civil, criminal, legislative, or administrative proceeding.

6.10 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 to vote, unless more time is required by state law. The employee should notify the appropriate supervisor before Election Day if time off is needed, so that the timing of the employee's absence can be pre-arran

6.11 Bereavement Leave

Employees will receive two days of paid bereavement leave for death in the immediate family for the school year. Five total workdays, subject to the approval of the Head of School will be allowed but will be unpaid except for the two paid bereavement days. After exhausting the two paid days, the remaining absences shall be without pay unless applicable paid personal leave is available to the employee. Bereavement leave days will not rollover to the next school year. Immediate family members are one of the following relatives related to the employee either by blood or current marriage: spouse, parent, child, brother, or sister. grandparent, grandchild, stepchild, stepbrother or stepsister, stepparent, step grandparent.
Approval of bereavement leave may be requested by telephone, if necessary. Employees may, with their supervisors' approval, use any available paid leave for additional time off as necessary.

SECTION 7: EMPLOYEE CONDUCT

7.1 General

The successful operation and reputation of Somerset Academies of Texas 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.

Somerset Academies of Texas 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 Somerset Academies of Texas 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 Superintendent or the Business Office.

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.

7.2 Standards of Conduct

All employees are expected to work together in a cooperative spirit to serve the best interests of the school and to be courteous to students, one another, and the public. Employees are expected to observe the following standards of conduct:

- Check e-mail at least three times per day: once in the morning, once near lunch, and again in the afternoon before leaving work.
- Engage in professional communications and behavior toward students, fellow employees, services providers, and other Somerset Academies of Texas stakeholders.

- Express concerns, complaints, or criticism through appropriate channels.
- Know and comply with department and school policies and procedures.
- Maintain confidentiality in all matters relating to students and coworkers.
- Notify their immediate supervisor in advance or as early as possible if they must be absent or late
- Observe all safety rules and regulations and report injuries or unsafe conditions to a supervisor immediately.
- Recognize and respect the rights of students, parents, other employees and members of the community.
- Report to work according to the assigned schedule. Unauthorized absences, chronic absenteeism, tardiness, and failure to follow procedures for reporting an absence may be cause for disciplinary action.
- Use school time, funds, and property for authorized school business and activities only.

All Somerset Academies of Texas employees should perform their duties in accordance with state and federal law, Somerset Academies of Texas policies and procedures, and ethical standards. Violation of policies, regulations, or guidelines may result in disciplinary action, up to and including termination. Additionally, Somerset Academies of Texas will report educator and employee misconduct as required by applicable law.

7.3 Code of Ethics

All employees must comply with the following Code of Ethics, which has been adapted from the Professional Code of Ethics and Standard Practices for Texas Educators:

Ethical Conduct in General

Somerset Academies of Texas employees 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. Somerset Academies of Texas employees, in maintaining the dignity of the profession, shall respect and obey the law, demonstrate personal integrity, and exemplify honesty and good moral character. Somerset Academies of Texas employees, in exemplifying ethical relations with colleagues, shall extend just and equitable treatment to all members of the profession. Somerset Academies of Texas employees, 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. Somerset Academies of Texas employees, in fulfilling responsibilities in the community, shall cooperate with parents and others to improve the public schools of the community.

Professional Ethical Conduct, Practices and Performance:

- Standard 1.1: A Somerset Academies of Texas employee shall not intentionally, knowingly, or recklessly engage in deceptive practices regarding official policies of Somerset Academies of Texas, an educator preparation program, the Texas Education Agency, or the State Board of Educator Certification (SBEC) and its certification process.
- Standard 1.2: A Somerset Academies of Texas employee shall not knowingly misappropriate, divert, or use monies, personnel, property, or equipment committed to his or her charge for personal gain or advantage.
- Standard 1.3: A Somerset Academies of Texas employee shall not submit fraudulent requests for

reimbursement, expenses, or pay.

- Standard 1.4: A Somerset Academies of Texas employee shall not use institutional or professional privileges for personal or partisan advantage.
- Standard 1.5: A Somerset Academies of Texas employee 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.
- Standard 1.6: A Somerset Academies of Texas employee shall not falsify records, or direct or coerce others to-do so.
- Standard 1.7: A Somerset Academies of Texas employee shall comply with state regulations, written local school board policies, and other state and federal laws.
- Standard 1.8: A Somerset Academies of Texas employee shall apply for, accept, offer, or assign a position or responsibility on the basis of professional qualifications.
- Standard 1.9: A Somerset Academies of Texas employee shall not make threats of violence against school employees, members of the Board of Directors, students, or parents of students.
- Standard 1.10: A Somerset Academies of Texas employee shall be of good moral character and be worthy to instruct or supervise the youth of this state, as applicable.
- Standard 1.11: A Somerset Academies of Texas employee shall not intentionally or knowingly misrepresent his or her employment history, criminal history, and/or disciplinary record when applying for subsequent employment.
- Standard 1.12: A Somerset Academies of Texas employee shall refrain from the illegal use or distribution of controlled substances and/or abuse of prescription drugs and toxic inhalants.
- Standard 1.13: A Somerset Academies of Texas employee shall not consume alcoholic beverages on school property or during school activities when students are present.

- Standard 1.14: A Somerset employee shall comply with the prohibitions on diversity, equity, and inclusion duties in Texas Education Code (TEC), §11.005.

- Standard 1.15: A Somerset employee shall comply with the prohibitions on assistance with social transitioning in TEC, §11.401.

- Standard 1.16: A Somerset employee shall comply with the restrictions on instruction regarding sexual orientation and gender identity in TEC, §28.0043.

- Standard 1.17: A Somerset employee shall comply with the requirements to provide full information to a parent concerning a student in TEC, §26.008.

- Standard 1.18: A Somerset employee shall not promote, advocate, or encourage, in a manner that is reasonably accessible or visible to students, illegal conduct: (i) described by TEC, §22A.201(a); or (ii) directly related to student behavior or school property.

- Standard 1.19 A Somerset Academies of Texas employee shall not assist another educator, school employee, contractor, or agent in obtaining a new job as an educator or in a school, apart from the routine transmission of administrative and personnel files, if the employee knows or has probable cause to believe that such person engaged in sexual misconduct regarding a minor or student in violation of the law.

Ethical Conduct Toward Professional Colleagues

- Standard 2.1: A Somerset Academies of Texas employee shall not reveal confidential health or personnel information concerning colleagues unless disclosure serves lawful professional purposes or is required by law.
- Standard 2.2: A Somerset Academies of Texas employee shall not harm others by knowingly making false statements about a colleague or the school system.
- Standard 2.3: A Somerset Academies of Texas employee shall adhere to written local school board policies and state and federal laws regarding the hiring, evaluation, and dismissal of personnel.
- Standard 2.4: A Somerset Academies of Texas employee shall not interfere with a colleague's exercise of political, professional, or citizenship rights and responsibilities.
- Standard 2.5: A Somerset Academies of Texas employee 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.

Standard 2.6: A Somerset Academies of Texas employee shall not use coercive means or promise of special treatment to influence professional decisions or colleagues.

- Standard 2.7: A Somerset Academies of Texas employee 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.
- Standard 2.8: A Somerset Academies of Texas shall not intentionally or knowingly subject a colleague to sexual harassment.

Ethical Conduct Toward Students

- Standard 3.1: A Somerset Academies of Texas employee shall not reveal confidential information concerning students unless disclosure serves lawful professional purposes or is required by law.
- Standard 3.2: A Somerset Academies of Texas employee 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.
- Standard 3.3: A Somerset Academies of Texas employee shall not intentionally, knowingly, or recklessly misrepresent facts regarding a student.
- Standard 3.4: A Somerset Academies of Texas employee shall not exclude a student from participation in a program, deny benefits to a student, or grant an advantage to a student based on race, color, gender, disability, national origin, religion, family status, or sexual orientation.
- Standard 3.5: A Somerset Academies of Texas employee shall not intentionally, knowingly, or recklessly engage in physical mistreatment, neglect, or abuse of a student or minor.
- Standard 3.6: A Somerset Academies of Texas employee shall not solicit or engage in sexual conduct or a romantic relationship with a student or minor.
- Standard 3.7: A Somerset Academies of Texas employee shall not furnish alcohol or illegal/unauthorized drugs to any person under 21 years of age unless the employee is a parent or guardian of that child or knowingly allow any person under 21 years of age unless the employee is a parent or guardian of that child to consume alcohol or illegal/unauthorized drugs in the presence of the employee.

Standard 3.8: A Somerset Academies of Texas employee shall maintain appropriate professional employee- student relationships and boundaries based on a reasonably prudent employee standard. Factors that may be considered in context and on the totality of the circumstances in assessing whether appropriate boundaries were maintained include, but are not limited to:

(i) physical proximity or physical contact beyond the professional role or that the student has indicated is unwelcome, unless such contact is professionally required;
(ii) contacting or meeting the student beyond the professional role or making efforts to gain access to or time alone with a student with no discernible professional purpose;
(iii) transporting the student without permission from the student's legal guardian or in violation of school board policy, unless for an emergency;
(iv) taking or possessing a photo or video of the student beyond the professional role or in violation of school board policy; and
(v) showing favoritism or isolation through gifts, rewards, or privileges.

- Standard 3.9: A Somerset Academies of Texas employee 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 another social network communication. Factors that may be considered in assessing whether the communication is inappropriate include, but are not limited to:
  - The nature, purpose, timing, and amount of the communication;
  - The subject matter of the communication;
  - Whether the communication was made openly, or the employee attempted to conceal the communication;
  - Whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;
  - Whether the communication was sexually explicit; and
  - Whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, preferences, or fantasies of either the employee or the student.

7.4 Financial Ethics

Somerset Academies of Texas 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:

- 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;
- Failure to disclose conflicts of interest as required by law or school policy;
- Failure to provide financial records required by state or local entities;
- Forgery or unauthorized alteration of a check, bank draft, or any other financial document;
- Forgery or unauthorized alteration of any document or account belonging to the school;
- Impropriety in the handling of money or reporting of the school's financial transactions;
- Inappropriately destroying, removing, or using records, furniture, fixtures, or equipment;
- Misappropriation of funds, securities, supplies, or other school assets, including employee time;
- 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; or
- Any other dishonest act regarding the finances of the school.

Any person who suspects fraud or financial impropriety shall report the suspicions immediately to any supervisor, the Superintendent or designee, the Board President, or local law enforcement.

Reports of suspected fraud or financial impropriety 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 of Directors nor any school employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety.

If an employee is found to have committed fraud or financial impropriety, the Superintendent or designee or the Board of Directors 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.

7.5 Employee Appearance

Somerset Academies of Texas's goal in establishing a dress code is to create a professional appearance that fosters a safe and positive work environment for our staff and students. The general philosophy is that Somerset Academies of Texas employees are professionals and should dress the part.

All employees are role models and should dress accordingly. Occasionally, there may be situations that warrant an exception, such as a unique medical condition. Sound professional judgment should be used in these instances.

The following specific rules are to be followed by all employees:

- Hair must be neat and clean. Shaggy, unkempt hair is not permissible. Sideburns, moustaches, and beards must be neatly trimmed.
- Halter tops, exposed midriffs, strapless and/or low-cut tops, exposed backs, spaghetti straps, see-through clothing, and tanks with oversized armholes are not permitted. Undergarments shall not be visible or exposed.
- Clothing or conspicuously displayed jewelry or accessories with inappropriate advertising or statements that are offensive or inflammatory are prohibited. This prohibition includes, but not limited to, alcoholic beverages, profanity, sex, tobacco, drugs, gangs, guns, and other weapons, excessively violent or gory imagery, and the promotion of violence.
- Appropriate footwear is required. Flip-flops or other beach-type sandals are not permitted. All shoes must have a back strap – high heels and platform shoes are discouraged due to safety issues.
- Pants shall be worn securely at the waist. Excessively worn, torn, frayed, over-sized or long clothing is not permitted. Undergarments shall not be visible or exposed. Jeans are not allowed except for designated days approved by administration. Jeans are not acceptable if they are frayed or torn; leggings are not acceptable.
- Dresses and skirts will be permitted if they are neatly hemmed, conservative, and modest in appearance. Campus administration will determine appropriate length. Excessively high slits in skirts and tight spandex will not be permitted.
- Visible tattoos and similar body painting(s) that promote violence or reflect gang activity are prohibited. Visible tattoos and similar body painting(s) that are considered offensive, inflammatory, or disruptive to the learning environment are prohibited.
- Hats, caps, or other head apparel are not permitted.

At Somerset Academies of Texas's discretion, employees may occasionally be allowed to dress in a more casual manner. On these occasions, employees are expected to present a neat appearance.

While it is inevitable that there will be differences of opinion as to the appropriateness of dress and grooming, the final determination will be in the judgement of the Superintendent and/or Principal.

Employees who do not comply with this dress code are subject to disciplinary action, up to and including termination.

7.6 Unacceptable Employee Conduct

Employees are expected to follow all laws, policies, regulations, terms and conditions of employment and directives of the school. Somerset Academies of Texas expects its employees to act in a mature, professional, and responsible manner. The following is a non-exclusive list of prohibited employee conduct. Employees who engage in any conduct listed below are subject to disciplinary action up to and including termination. This is not intended to be a complete list, and it does not alter the at-will relationship between employees and the school.

1. Abuse, including but not limited to sexual abuse, of a student.
2. Dishonest, immoral, or illegal conduct while on duty and/or on school property that would tend to bring disrepute to Somerset Academies of Texas.
3. Dishonesty, falsification, or misrepresentation on an application for employment or other work records; falsifying reasons for leave of absence or other data requested by Somerset Academies of Texas and/or alteration of Somerset Academies of Texas's records or documents.
4. Disrupting the work environment.
5. Engaging in an act of sabotage; willful or with negligence causing the destruction or damage of Somerset Academies of Texas property, or the property of fellow employees, volunteers, contractors, or visitors, in any manner.
6. Engaging in or soliciting a romantic, sexual, or otherwise inappropriate relationship with students, regardless of whether the relationship is consensual.
7. Engaging in inappropriate electronic communications with students, as described in Section 7.13 of this handbook.
8. Engaging in malicious gossip, spreading rumors, or otherwise engaging in behavior designed to create discord and lack of harmony or otherwise interfere with the job performance of fellow employees or service providers.
9. Engaging in rudeness, disrespectfulness, or unprofessional behavior toward parents and school contractors or vendors.
10. Fighting or threatening violence toward anyone on Somerset Academies of Texas property or when
representing Somerset Academies of Texas, including "horseplay" or provoking a fight between others.
11. Giving to other schools, organizations, or persons information made confidential by law and/or proprietary Somerset Academies of Texas information that is obtained from Somerset Academies of Texas's files or records in the course of employment.
12. Giving to other schools, organizations, or persons information relating to Somerset Academies of Texas employees and/or students that is obtained from Somerset Academies of Texas's files or records in the course of employment.

13. a supervisor or the Superintendent).
14. Intoxication or being under the influence of controlled substances while at work or representing Somerset Academies of Texas.
15. Negligence or any careless action that endangers the life or safety of another person, or damages or destroys property of Somerset Academies of Texas.
16. Possession of firearms, weapons or explosives on Somerset Academies of Texas property, while on duty or while representing Somerset Academies of Texas.
17. Smoking in prohibited areas, including the use of vaping devices.
18. The use, possession or sale of a controlled substance.
19. Theft of Somerset Academies of Texas-owned property or the property of fellow employees, students, contractors or visitors.
20. Threatening, intimidating or coercing fellow employees on or off Somerset Academies of Texas property, at any time, for any reason.
21. Unauthorized possession or removal of any Somerset Academies of Texas property, including documents, from the premises without prior permission from a supervisor;
22. Unauthorized use of Somerset Academies of Texas equipment or property, including using such equipment for personal use or profit.
23. Unsatisfactory performance or conduct.
24. Violations of Somerset Academies of Texas's expectations for employee conduct, including but not limited to those set out in Sections 7.2, 7.3, 7.4, and 7.5 of this handbook, or as otherwise distributed to employees by Somerset Academies of Texas. Additionally, educators must adhere to the Professional Code of Ethics and Standard Practices for Texas Educators as set forth at 19 Tex. Admin. Code § 247.2.
25. Violation of the rules affecting the health and safety of students and the efforts of Somerset Academies of Texas to operate efficiently and effectively.

7.7 Prohibition of Discrimination, Harassment, and Retaliation

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

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

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

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

including but not limited to the following:

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

Retaliation

Somerset Academies of Texas strictly prohibits retaliation against a student, parent, or an employee who in good faith reports or complains about discrimination, harassment, or other prohibited conduct, or who serves as a witness or otherwise participates in an investigation. Employees who take part in any retaliatory action will be subject to discipline, up to and including termination. Retaliation may include, but is not limited to: demotion, denial of promotion, poor performance appraisals, transfer, and assignment of demeaning tasks or taking any kind of adverse actions against a person who complains about discrimination or harassment.

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

Reporting Procedures

An employee who believes that he or she has experienced prohibited discrimination or harassment, retaliation, or believes that another employee has experienced such prohibited conduct, should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor or Head of School.

The employee may also report the alleged acts to the Compliance Coordinator identified in Section 2.1 of this Handbook.

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

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

Sexual Harassment Prohibited

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

Sexual harassment means conduct based on sexual conduct that satisfies one or more of the following:

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

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

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

General Definitions

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

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

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

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

Reporting Sexual Harassment

Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by email, using the contact information listed for the Title IX Coordinator in Section 2.1 of this Handbook, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time, including during non-business hours, by using the telephone number or email address, or by mail to the office address, listed for the Title IX Coordinator.

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

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

Notice of Allegations

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

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

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

Grievance Process

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

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

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

- Somerset Academies of Texas shall attempt to complete an investigation of reported sexual harassment within 60 calendar days of receiving a complaint. However, the investigation process may be delayed or extended for a limited time for good cause with written notice to the complainant and the respondent of the delay or extension. Good cause may include considerations such as absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.
- Students found to have engaged in sexual harassment are subject to disciplinary action as outlined in the Student Code of Conduct.
- Somerset Academies of Texas shall employ the preponderance of the evidence standard to determine responsibility when reviewing formal complaints.
- Somerset Academies of Texas may not require, allow, rely upon, or otherwise use questions of evidence that constitute, or seek disclosure, of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

Consolidating Formal Complaints

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

Dismissal of Formal Complaints

Somerset Academies of Texas must investigate the allegations in a formal complaint.

Somerset Academies of Texas *must* dismiss a formal complaint if the conduct is alleged in the formal complaint:

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

Somerset Academies of Texas *may* dismiss a formal complaint or any allegations therein if, at any time during the investigation:

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

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

Investigating Formal Complaints

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

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

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

Determination Regarding Responsibility

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

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

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

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

Appeals

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

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

As to appeals, Somerset Academies of Texas will ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, or the investigator(s), or the Title IX Coordinator. Somerset Academies of Texas will provide both parties a

reasonable equal opportunity to submit a written statement in support of, or challenging, the outcome.

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

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

Emergency Removals

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

Informal Resolution

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

Prior to facilitating an informal resolution process, Somerset Academies of Texas must:

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

Somerset Academies of Texas may not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

Retaliation Prohibited

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

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

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

Confidentiality

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

Non-Sexual Harassment Sex Discrimination

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

7.8 Student Discrimination/Harassment

Somerset Academies of Texas prohibits discrimination, including harassment, against any student based on 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 basis that adversely affects the student.

Somerset Academies of Texas employees shall not engage in discrimination or harassment of students, nor shall they tolerate student-to-student discrimination or harassment. Suspected discrimination or harassment of students shall be reported in a timely manner.

Somerset Academies of Texas shall investigate all allegations of discrimination or harassment against students and shall take appropriate disciplinary action against employees or students who have engaged in such acts, up to and including termination of employment.

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

Sexual Harassment of Students

Sexual harassment of students includes any unwelcome verbal or physical sexual advances, including but not limited to engaging in sexually oriented conversations, 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

program or activity, or creates an intimidating, threatening, hostile or offensive educational environment.

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

Somerset Academies of Texas 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.

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

7.9 Reporting Unlawful Acts or Acts in Violation of School Policy

All Somerset Academies of Texas 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.

7.10 Fraud, Dishonesty and False Statements

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

7.11 Insubordination

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

7.12 Employee Discipline

Employment with Somerset Academies of Texas is based on mutual consent and both the employee and Somerset Academies of Texas have the right to terminate employment at-will, with or without cause or advance notice. Somerset Academies of Texas 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 or, if necessary, the Superintendent.
3. Written warning.
4. Imposition of an employee growth plan / performance improvement plan.
5. Suspension with or without pay.
6. Termination of employment.

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

7.13 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 that would violate student confidentiality or the professionalism and ethical conduct of Somerset Academies of Texas employees. Employees are encouraged to adhere to the following guidelines when engaging in activity on social media:

1. Be respectful of the privacy and dignity of your co-workers, and do not post student photographs without appropriate authority.
2. Do not "friend" students on your personal social media page unless you have an appropriate out-of-school relationship with the student such as relatives, church, scouts, or other activity that would be appropriate for such informal communication.
3. Do not create a link from your blog, website, or other social networking site to a Somerset Academies of Texas website without identifying yourself as a school employee.
4. Do not infringe on Somerset Academies of Texas's logos, taglines, slogans, trademarks, or other symbols.
5. Harassing, obscene, defamatory, threatening, or other offensive content must be avoided.
6. Maintain the confidentiality of Somerset Academies of Texas trade secrets and private or confidential information concerning Somerset Academies of Texas employees, students, and/or agents that is obtained from Somerset Academies of Texas's files or records in the course of employment. Do not post internal reports or other business-related confidential communications.
7. Respect all copyright and other intellectual property laws. For Somerset Academies of Texas's protection, as well as your own, it is critical that you show proper respect for the laws governing copyright, fair use of copyrighted material owned by others, trademarks, and other intellectual property, including Somerset Academies of Texas's own copyrights, trademarks, and brands.
8. The employee may not set up or update the employee's personal social network page(s) using Somerset Academies of Texas computers, network, or equipment.
9. The employee shall limit use of personal electronic communication devices to send or receive calls, text messages, pictures or videos to breaks, mealtimes, and before and after scheduled work hours, unless there is an emergency or the use is authorized by a supervisor to conduct school business.

If an employee's use of social media violates state or federal law or Somerset Academies of Texas policy or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

Electronic Communications with Students

"Electronic Communication" includes any communication facilitated by the use of any electronic device, including a cellular telephone, computer, computer network, personal data assistant, or pager, and includes e-mail, text message, instant message, and any communication made through an Internet website, including a social media website or social networking website.

Employees shall not engage in inappropriate electronic communications with students. Employees should not "friend" students on their personal social media pages unless they have an appropriate out-of-school relationship with the student such as relatives, church, scouts, or other activity that would be appropriate for such informal communication. Employees may elect not to disclose to a student the employee's personal telephone number or e-mail address.

Employees shall immediately notify the Head of School or designee concerning an incident in which a student engages in improper communications with an employee. A report should include a summary of the students' communication, as well as the time, date, and method of communication.

7.14 Use of Personal Cell Phones/Electronic Communication Devices

Employee use of personal electronic communication devices, meaning a handheld electronic device with the ability to transmit and/or receive voice, text, or data messages (including, but not limited to, cellular telephones, wireless telephones, telephone pagers, pagers, tablet computers, or other devices with wireless communications capabilities), is limited during work hours.

Employees may use personal electronic communication devices, including cell phones, only during scheduled breaks or lunch periods in non-working areas, or in emergency situations. At all other times, all personal electronic communication devices must be turned off or set to "silent" and stored in a desk or other area and are not to be kept on person. **The use of personal electronic communication devices during instructional time is strictly prohibited.**

Employees should not take photographs and videos of students during the school day, whether by camera phone or any other device, without receiving prior approval from a supervisor or the Head of School.

Employees who violate these provisions are subject to disciplinary action, up to and including termination of employment. Electronic Communications with Students

"Electronic Communication" includes any communication facilitated using any electronic device, including a cellular telephone, computer, computer network, personal data assistant, or pager, and includes e-mail, text message, instant message, and any communication made through an Internet website, including a social media website or social networking website.

Employees shall not engage in inappropriate electronic communications with students. Employees should not "friend" students on their personal social media pages unless they have an appropriate out-of-school relationship with the student such as relatives, church, scouts, or other activity that would be appropriate for such informal communication. Employees may elect not to disclose to a student the employee's personal telephone number or e-mail address.

Employees shall immediately notify the Head of School or designee concerning an incident in which a

student engages in improper communications with an employee. A report should include a summary of

the student's communication, as well as the time, date, and method of communication. Somerset Academies of Texas is not liable for damage to or loss of personal electronic devices brought into the workplace.

7.15 Sales and Solicitations

Somerset Academies of Texas's general policy is to prohibit solicitations during working time and to restrict distributions by employees to non-work areas during non-work time. Under no circumstances may an employee disturb the work of others to solicit or distribute literature to other employees during working time. Salesmen are not permitted to interview teachers during school hours without the Superintendent's permission. Solicitation of funds or orders is strictly prohibited without prior approval from the appropriate administrative official. No one may sell investment products under any voluntary retirement plan on Somerset Academies of Texas property during hours of operation, including staff meetings. Commercial advertisements or sales for personal profit or non-school related activities are prohibited.

7.16 Public Relations/Media

The Board of Directors has designated the Superintendent as the official spokesperson for media questions and public relations. Any official statements from Somerset Academies of Texas to the media are to be handled through the Superintendent or designee only, or as directed by the Board of Directors.

7.17 Employee Involvement

All staff members are encouraged to attend Somerset Academies of Texas 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 meetings. As part of the school's planning and decision-making process, employees may either be asked or elected to serve on advisory committees.

7.18 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 his or her supervisor for meeting details.

7.19 School Communication

Throughout the school year, the school publishes newsletters, brochures, fliers, calendars, news releases and other communication materials. These publications offer employees and the community information pertaining to school activities and achievements.

7.20 Employee Recognition and Appreciation

Continuous efforts are made throughout the year to recognize employees who make an extra effort to contribute to the success of the school. Employees are recognized at board meetings, in the school newsletters, and through special events and activities.

SECTION 8: EMPLOYEE HEALTH AND SAFETY

8.1 Accident Reporting

Employees shall report any on-the-job injury or accident immediately to their supervisor. Supervisors must notify the Office Manager 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.

8.2 Alcohol and Tobacco Use and Possession

Somerset Academies of Texas 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.

Somerset Academies of Texas also prohibits the use of any "e-cigarette," meaning an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device, at all times on school property, at any school events or activities (whether or not on school property), or in school vehicles. This prohibition also includes all vapors, inhalants, electronic cigarette devices or other devices or paraphernalia used with vapors, other inhalants or chemicals. All personnel shall enforce this policy on school property.

8.3 Asbestos Management Plan

The Asbestos Hazardous Emergency Response Act created by the Environmental Protection Agency requires Somerset Academies of Texas to develop and maintain an Asbestos Management Plan. A copy of the complete management plan is in the Business Office. If you have any questions regarding the school's Asbestos Management Plan, please contact Julie DeClouette.

8.4 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;
- Request assistance from a custodian for proper cleaning of all body fluid spills.

8.5 Drug-Free Workplace Requirements

Somerset Academies of Texas 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 Somerset Academies of Texas.

Somerset Academies of Texas 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 employees' 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 shall be subject to disciplinary sanctions, which may include:

- Referral to drug and alcohol counseling or rehabilitation programs;
- Referral to employee assistance programs;
- Termination from employment; and/or
- Referral to appropriate law enforcement officials for prosecution.

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, Somerset Academies of Texas 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**: Somerset Academies of Texas may perform pre-employment drug or alcohol testing after an offer of employed is made and accepted.

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

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

8.6 Hazard Communication Act

Somerset Academies of Texas 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 Superintendent 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.

8.7 Occupational Safety and Health Administration (OSHA") Statement

Somerset Academies of Texas 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 to the nearest OSHA office.

As Employees of Somerset Academies of Texas:

- You have the right to notify Somerset Academies of Texas 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 Somerset Academies of Texas 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 Somerset Academies of Texas. The school must post the citations at or near the place of the alleged violation.
- Somerset Academies of Texas 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 toa copy of your medical records and records of your exposures to toxic and harmful substances or conditions.
- Somerset Academies of Texas 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:

- Somerset Academies of Texas must furnish all employees a place of employment free from recognized hazards. Somerset Academies of Texas 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.

8.8 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, Somerset Academies of Texas 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
Somerset Academies of Texas 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.

8.9 Searches

Somerset Academies of Texas 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, Somerset Academies of Texas may search employees, their work areas, computers, other school equipment, lockers, personal vehicles (if driven or parked on school property), and other personal items such as bags, purses, briefcases, backpacks, lunch boxes, and other containers. 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 uses a locker or other 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, except for 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.

8.10 Weapon and Firearms Possession

Texas Penal Code section 46.03, prohibits firearms, location-restricted knives, clubs or any prohibited weapon on the physical premises of a school, any grounds or building on which an activity sponsored by a school is being conducted, or school transportation vehicle. Any violation of this policy by a Somerset Academies of Texas employee may result in immediate termination. To ensure the safety of all persons, employees who observe or suspect a violation of this prohibition should report it immediately to their supervisor.

8.11 Workplace Safety and 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, or 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 the Superintendent. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

8.12 Workplace Violence Prevention

Somerset Academies of Texas 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 always be treated with courtesy and respect. 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 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.

Somerset Academies of Texas 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. To maintain workplace safety, and the integrity of its investigation, Somerset Academies of Texas 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.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Emergencies

All employees should be familiar with the evacuation diagrams posted throughout the school. Fire, tornado, and other emergency drills will be conducted to familiarize employees and students with evacuation procedures. Fire extinguishers are located throughout all school buildings. Employees should know the location of these devices and how to use them.

9.2 External Inquiries

Employees should contact the Superintendent 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 EEOC, Texas Human Rights Commission, or other agencies;
- Any notice or indication of an audit by the DOL or notification from the TWC; and
- Any OSHA complaints or site visits by OSHA staff members.

No response should be given to external inquiries or notifications except how to contact the Superintendent. The Superintendent should be notified as soon as possible. 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 process 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.

9.3 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").

9.4 HIPAA

The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") established rules for protecting individual Personal Health Information ("PHI"). HIPAA provides individuals with 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.

9.5 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. All medical information that an HIV-infected employee provides to medical or management personnel is confidential and private. Somerset Academies of Texas 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 about a co-worker or student infected with HIV or a life-threatening illness should contact the Superintendent 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 the Superintendent.

9.6 Limitations on Employee Training

Somerset Academies of Texas employees covered under Education Code § 28.002 may not be required to engage in training, orientation, or therapy that presents any form of race or sex stereotyping or blame based on race or sex. not: shall not require any employee covered under Education Code § 28.002.

9.7 Key/Access Device Security

Key/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 Head of School. Employees are required to take all reasonable precautions with the keys issued, and all keys must be always accounted for.

9.8 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 Office Manager. 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 standard.
- 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.

9.9 School Closures

Somerset Academies of Texas may be closed because of bad weather or emergency conditions. When such conditions exist, the Head of School will make the official decision concerning the closing of school facilities. When it becomes necessary to open late or to release students early, local media will be informed, and every effort will be made to contact all staff and students through the school's emergency broadcast system.

9.10 School Property and Purchases Made with School Funds

All employees are responsible for taking proper care of school-owned property, including vehicles, buildings, furnishings, equipment, tools and supplies. School property must always remain on the premises unless approved in advance by the Superintendent. Proper care and maintenance of school-owned vehicles is also required.

The following applies to the usage of any school-owned vehicle: (1) all doors must be locked when the vehicle is unattended, (2) no unauthorized passengers or merchandise are allowed to be transported, (3) no unauthorized merchandise, and (4) no unauthorized stops may be made. 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 cellular phones, 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 Somerset Academies of Texas's administration may remove or rescind such privilege from time to time on a case-by- case basis for any employee, or all employees.

All requests for purchases must be submitted to the school's finance office on an official requisition form with the appropriate approval signatures. No purchases, charges, or commitments to buy goods or services for the school can be made without a Purchase Order number issued by the finance office. The school will not reimburse employees or assume responsibility for purchases made without authorization. Additionally, employees are not permitted to purchase supplies or equipment for personal use through the school's business office. Contact the school finance office for additional information on purchasing procedures. Only the Head of School/Superintendent of the school or an authorized designee may sign contracts or negotiate grants.

Employees who wish to use school facilities after school hours for school purposes must follow established procedures and complete facility request documentation. The Head of School or his/her designee is responsible for scheduling the use of facilities after school hours. Contact the Head of School to request the use of school facilities and to obtain information on fees charged.

Use of facilities must be in accordance with the School Facilities guidelines.

9.11 Student Issues

Non-Discrimination Statement

Somerset Academies of Texas does not discriminate on the basis of race, religion, color, national origin, sex, disability academic, artistic, or athletic ability, sexual orientation, pregnancy, marital status or the district the child would otherwise attend under state law or in providing educational services, activities, and programs, including vocational and career technology programs, in accordance with Title VI of the Civil Rights Act of1964, as amended; Title IX of the Educational Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

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.

Parent and Student Complaints

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 office or the Head of School.

Psychotropic Drugs and Psychiatric Evaluations or Examinations

No school employee may:

- Recommend that a student use a psychotropic drug;
- Suggest any 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.

Student Attendance

Teachers and staff should be familiar with the school's policies and procedures for attendance accounting. Contact the Registrar for additional information.

Student Conduct and Discipline

Students are expected to follow all classroom and campus rules, and the rules listed in the Student Handbook and 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 Somerset Academies of Texas. Non-instructional employees with concerns about a student's conduct should contact the student's classroom teacher or the Head of School.

Teachers must file a written report with the Head of School or another appropriate administrator when they have knowledge that a student has violated the Student Code of Conduct.

Student Transportation

Except in limited emergency situations and with Superintendent approval, Somerset Academies of Texas employees are not authorized to transport students in the employee's personal automobile.

Student Welfare: Bullying

Somerset Academies of Texas prohibits bullying of students, as well as retaliation against anyone involved in the complaint process. Bullying means a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

(1) has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property,
(2) is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student,
(3) materially and substantially disrupts the educational process or the orderly operation of a classroom or school, or
(4) infringes on the rights of the victim at school.

The definition of bullying includes "cyberbullying," which means bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an Internet website, or any other Internet-based communication tool.

Somerset Academies of Texas's anti-bullying policy applies to:

(1) bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
(2) bullying that occurs on a publicly or privately-owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
(3) cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying:
    a. interferes with a student's educational opportunities; or
    b. substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

Any employee or student who believes that he or she may have experienced or witnessed bullying should immediately report the alleged acts to the Head of School or designee.

The Head of School or designee will notify the victim, the student alleged to have engaged in bullying, and any student witnesses of available counseling options.

The Head of School or designee will also provide notice of the incident of alleged bullying to:

- A parent or guardian of the alleged victim on or before the third business day after the date the incident is reported; and
- A parent or guardian of the alleged bully within a reasonable amount of time after the incident.

The Head of School or designee shall determine whether the allegations in the report, if proven, would constitute prohibited discrimination or harassment, and if so, proceed with an investigation under Somerset Academies of Texas's anti-discrimination and harassment policy instead. The Head of School or designee shall conduct an appropriate investigation based on the allegations in the report and shall take prompt action calculated to prevent bullying during an investigation, if appropriate.

The Head of School or designee shall prepare a written report of the investigation, including a determination of whether prohibited bullying occurred. If the results of an investigation indicated that bullying occurred, the school shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct in accordance with the Student Code of Conduct. Somerset Academies of Texas may act based on the results of an investigation, even if the school concludes that the conduct did not rise to the level of bullying under this policy.

Discipline for a student who receives special education services for conduct meeting the definition of bullying or cyberbullying must comply with applicable requirements under federal law, including the Individuals with Disabilities Education Act (20 U.S.C. Section 1400 et seq.). Somerset Academies of Texas may not impose discipline on a student who, after an investigation, is found to be a victim of bullying, based on that student's use of reasonable self-defense in response to the bullying.

Student Welfare: Child Abuse and Neglect Reporting

Any Somerset Academies of Texas officer, employee, agent or volunteer who has reasonable 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 immediately make a report as required by law.

If a professional (an individual who is licensed or certified by the state or who is an employee of a facility licensed or certified by the state and who, in the normal course of official duties has direct contact with children, including teachers, nurses, doctors, day-care employees, or other mandatory reporters) has reasonable cause to believe that a child has been or may be abused, maltreated or neglected, that person shall make a report within 48 hours after the person first suspects the abuse or neglect. The person may not delegate to or rely on another individual to make the report. A professional who knowingly fails to make a report as required by law may be subject to criminal prosecution.

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 belief that a child has been or may be abused or neglected or has died of abuse or neglect. 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. Authorized officials from the above agencies shall be permitted to conduct the required interview with the child at the school with or without the consent of the parent or guardian. The school will fully cooperate with all official investigations of abuse or neglect.

Somerset Academies of Texas or its agents may not suspend or terminate the employment of, or otherwise discriminate against, a professional employee who, in good faith:

- Reports on child abuse or neglect to:
  - The employee's supervisor,
  - An administrator of the facility where the employee works,
  - A state regulatory agency, or
  - A law enforcement agency; or
- Initiates or cooperates with a governmental investigation or proceeding relating to an allegation of child abuse or neglect.

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.

In addition to the duty to report described above, a person or professional shall make a report if he or she has cause to believe that an adult was a victim of abuse or neglect as a child and the person or professional determines in good faith that disclosure of the information is necessary to protect the health and safety of another child. Such a report must be made within 48 hours, and the duty to make a report cannot be delegated.

Employee Training: Somerset Academies of Texas shall provide training for all new and existing employees on awareness of issues regarding sexual abuse and other maltreatment of children, including prevention techniques for and recognition of sexual abuse and all other maltreatment of children.

Student Welfare: Computer Technician Reports of Child Pornography

Any computer technician employed by Somerset Academies of Texas who, in the course and scope of employment or business with Somerset Academies of Texas, views an image on a computer that is or appears to be child pornography must immediately report the discovery to a local or state law enforcement agency or the Cyber Tipline at the National Center for Missing and Exploited Children. The report must include the name and address of the owner or person claiming a right to possession of the computer, if known, and as permitted by federal law.

Except in a case of willful or wanton misconduct, a computer technician may not be civilly liable for reporting or failing to report the discovery of an image. A computer technician who intentionally fails to report an image may be subject to criminal prosecution.

9.12 Use of Personal Vehicles

Employees conducting Somerset Academies of Texas-related business in their personal vehicles are expected to be incompliance with all state laws related to vehicle insurance coverage requirements. If involved in an accident while on Somerset Academies of Texas-related business, personal vehicle insurance takes precedence.

9.13 Visitors in the Workplace

Somerset Academies of Texas requires all persons who enter upon their 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 Somerset Academies of Texas, vendors, and representatives of news media, former students, and any other visitors.

All visitors are expected to enter any school facility through the main entrance and sign in and report to the main office. Authorized visitors will receive directions or be escorted to their destination. Employees who observe an unauthorized individual on the school premises should immediately direct him or her to the building office or contact the administrator in charge.

Somerset Academies of Texas 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. Somerset Academies of Texas 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 Somerset Academies of Texas.

Visits to individual classrooms during instructional time shall be permitted only with the Head of School'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.

SECTION 10: EMPLOYEE ACCEPTABLE USE POLICY

Technology Resources

Somerset Academies of Texas's technology and information resources, including its networks, computer systems, email accounts, devices connected to its networks, and all school-owned devices used on or off school property, are primarily for administrative and instructional purposes.

Limited personal use is permitted if the use:

- Imposes no tangible cost to Somerset Academies of Texas;
- Does not unduly burden Somerset Academies of Texas's technology resources; and
- Has no adverse effect on job performance or on a student's academic performance.

Email transmissions and other use of Somerset Academies of Texas's technology resources are not confidential and can
be monitored at any time to ensure appropriate use.

Somerset Academies of Texas may permit remote access to its network from the Internet on a limited basis for authorized staff. Users are expected to maintain the same security standards when operating Somerset Academies of Texas computers or accessing the Somerset Academies of Texas network remotely. Access procedures and passwords are not to be shared with anyone. All policies and rules regarding network use apply to remote access.

Employees who are authorized to use Somerset Academies of Texas's technology and information resources are required to abide by the provisions of Somerset Academies of Texas's acceptable use policy and administrative procedures. Failure to do so can result in suspension of access or termination of privileges and may lead to disciplinary and legal action. Employees with questions about technology and information resources can contact the District Technology Department.

Network Acceptable Use

Somerset Academies of Texas provides students, staff, volunteers, and Board members access to Somerset Academies of Texas's electronic network. This network includes Internet access, email accounts, computer services, videoconferencing, computer equipment, and related equipment for educational and school-related purposes. This policy contains the rules and procedures for acceptable use of Somerset Academies of Texas's electronic network. Where the term "user" appears, the policy applies to any network user.

- Somerset Academies of Texas's electronic network has been established for a limited educational purpose and to allow the transaction of school-related business and has not been established as a public access service or a public forum. Somerset Academies of Texas has the right to place reasonable restrictions on material that is accessed or posted throughout the network.
- Access is a privilege – not a right.
- It is presumed that users will honor this policy. Somerset Academies of Texas is not responsible for the actions of users who violate this policy.
- Somerset Academies of Texas reserves the right to monitor all activity on its electronic network.

- Users will indemnify Somerset Academies of Texas for damage caused by user's inappropriate use of the network.
- Users are expected to follow the same rules, good manners, and common-sense guidelines that are used with other daily school activities, as well as applicable law, in the use of Somerset Academies of Texas's electronic network.

General Unacceptable Behavior

While utilizing any portion of the Somerset Academies of Texas's electronic network, unacceptable behaviors include, but are not limited to:

- Abusing network resources, such as sending chain letters or "spamming." Emails sent to "all staff" are reserved for the District Technology Department and administration. The use of the "all staff" group for other purposes must be approved by the District Technology Department prior to sending.
- Attempting to access non-instructional systems, such as student information systems or business systems, without authorization.
- Attempting to circumvent web filtering through proxies or other means.
- Connecting any networkable device (either wired or wireless) to the Somerset Academies of Texas network without authorization. The use of a computer or device brought from home accessing the network in any way not designated as "guest access."
- Displaying, accessing, or sending offensive messages or pictures.
- Engaging in activity that may be considered "cyberbullying," including but not limited to threats of violence, extortion, obscene or harassing messages, harassment, stalking, child pornography, and sexual exploitation.
- Engaging in personal attacks, including prejudicial or discriminatory attacks.
- Gaining unlawful access to information or computer and communication resources.
- Generation, storage, transmission or other use of data or other matter, which is abusive, profane, pornographic, or offensive to a reasonable person.
- Illegal, fraudulent, or malicious activity or activity on behalf of organizations or individuals having no affiliation with Somerset Academies of Texas.
- Installation of any programs or software not approved by Somerset Academies of Texas.
- Intentional introduction of or experimentation with malicious code including but not limited to computer worms or viruses.
- Knowingly or recklessly posting false information about a person or organization.
- Personal use not related to the conduct of work on behalf of Somerset Academies of Texas.
- Posting information that could cause damage or danger of disruption.
- The intentional sending of messages that are likely to harm the recipient's work or system and any other types of use which could cause congestion of the Somerset Academies of Texas network or otherwise interfere with the work of others. Prohibited uses include, but are not limited to, peer-to-peer applications such as LimeWire, Bit Torrent, or any other file sharing applications, as well as large (>5MB) file transfers from Internet sites without prior permission.
- Transmission of material in violation of applicable copyright laws.
- Unauthorized disclosure, use, or dissemination of personal information regarding minors.
- Using criminal speech or speech while committing a crime such as threats against others, instructions on breaking into computer networks, child pornography, drug dealing, purchase of alcohol, gang activities, etc.
- Using Somerset Academies of Texas equipment, network, or credentials to threaten other users, or cause a disruption to the educational program.

- Using Somerset Academies of Texas equipment, network, or credentials to send or post electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal.
- Using the Somerset Academies of Texas electronic network for commercial purposes, or offering, providing, or purchasing products or services through the network.
- Using the Somerset Academies of Texas electronic network for political lobbying.
- Using speech that is inappropriate in an educational setting or that violates Somerset Academies of Texas's standards for employee conduct.

Employees who become aware of a user engaging in inappropriate use of Somerset Academies of Texas's electronic network or who receive any email containing inappropriate content should report the matter immediately to the District Technology Department designee or the Superintendent.

No Expectation of Privacy

Somerset Academies of Texas email accounts should be used primarily for school-related purposes. Personal use of Somerset Academies of Texas email accounts is only permitted on a limited basis so long as such personal use does not impede school functions, does not result in any direct cost paid with state funds, is not for private commercial purposes, and does not involve more than incidental amounts of employee time (time periods comparable to reasonable coffee breaks during the day).

Somerset Academies of Texas owns the rights to all data and files stored on any computer, network, or other information system used at Somerset Academies of Texas and to all data and files sent or received using any Somerset Academies of Texas system, including email, to the extent that such rights are not superseded by applicable laws relating to intellectual property.

Somerset Academies of Texas owns any communication sent via email or that is stored on Somerset Academies of Texas equipment cloud accounts. Somerset Academies of Texas employees shall have no expectation of privacy in anything they store, send, or receive on Somerset Academies of Texas's email system or computer equipment or cloud accounts. All communications sent via email or stored on Somerset Academies of Texas equipment may also be subject to the TPIA. Somerset Academies of Texas reserves the right to access and/or monitor any material in an employee's email account at any time, without prior notice, as well as any computer equipment used to create, view, or access email. Violations of this policy may lead to disciplinary action, up to and including termination, and could also lead to referrals to appropriate law enforcement authorities.

No Somerset Academies of Texas employees may access another employee's computer, computer files, or email messages without prior authorization from the District Technology Department, designee or Superintendent to allow access to email accounts.

System Security

On occasion, Somerset Academies of Texas may need to access its technology and information resources including computer files, electronic-mail messages, and voicemail messages. Employees should understand, therefore, that they have no right of privacy with respect to any messages or information created or maintained on Somerset Academies of Texas's electronic network, including personal information or messages. Somerset Academies of Texas may, at its discretion, inspect all files or messages on its electronic network at any time to determine compliance with its policies, for purposes of legal proceedings, to investigate allegations of misconduct, to locate information, or for any other business purpose.

- Users are responsible for their individual accounts and should take all reasonable precautions to prevent others from being able to use them. Users must not provide their password(s) to another person. Users must immediately notify a systems administrator if they have identified a possible security problem. Users should not go looking for security problems, as doing so may be construed as an illegal attempt to gain access.
- Users will not attempt to gain unauthorized access to any portion of Somerset Academies of Texas's electronic network. This includes attempting to log in through another person's account or accessing another person's folders, work, or files.
- Users will not make deliberate attempts to disrupt Somerset Academies of Texas's electronic network or computer system or destroy data by spreading computer viruses or by any other means.
- Users will not attempt to access Web sites blocked by Somerset Academies of Texas policy, including the use of proxy servers, software, or Web sites. Users will not use "sniffing" or remote access technology to monitor the network or other user's activity.

Software and Files

- Software is available to users to be used as an educational resource or to conduct school-related business. Users may not install, upload, or download software without permission from the District Technology Department or designee. A user's account may be limited or terminated if a user intentionally misuses software on any school-owned equipment.

- Files stored on the network are treated in the same manner as other school storage areas. Routine maintenance and monitoring of Somerset Academies of Texas's electronic network may lead to discovery that a user has violated this policy. Users should not expect that files stored on Somerset Academies of Texas servers are private.

- When sharing or storing sensitive information, users must utilize approved network storage devices and applications.

Technology Hardware

- Hardware and peripherals are provided as tools to users for educational purposes and for school-related business. Users are not permitted to relocate hardware (except for portable devices), install peripherals, or modify settings to equipment without permission from the District Technology Department or designee.

- Somerset Academies of Texas may permit the use of personally owned computing devices on its network, at the discretion of Somerset Academies of Texas. All "guest" users must comply with administrative regulations governing the use of Somerset Academies of Texas's technology resources and agree to allow monitoring of their usage and to comply with the regulations. Non-compliance may result in suspension of access or termination of privileges and other disciplinary actions consistent with Somerset Academies of Texas policy.

Vandalism

Any malicious attempt to harm or destroy data, the network, other network components connected to the network, hardware, or software will result in cancellation of network privileges. Disciplinary measures in compliance with Somerset Academies of Texas policy will be enforced.

Personal Use of Electronic Media

Electronic media includes all forms of social media, such as text messaging, instant messaging, email, web logs (blogs), electronic forums (chat rooms), video-sharing websites (e.g., YouTube), editorial comments posted on the Internet, and social network sites (e.g., Facebook, Twitter, Instagram, LinkedIn). Electronic media also includes all forms of telecommunications such as landlines, cell phones, and web-based applications.

As role models for Somerset Academies of Texas's students, employees are responsible for their public conduct even when they are not acting as school employees. Employees will be held to the same professional standards in their public use of electronic media as they are for any other public conduct. If an employee's use of electronic media interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment. If an employee wishes to use a social network site or similar media for personal purposes, the employee is responsible for the content on the employee's page. The employee is also responsible for maintaining privacy settings appropriate to the content.

An employee who uses electronic media for personal purposes shall observe the following:

- The employee may not set up or update the employee's personal social network page(s) using Somerset Academies of Texas's computers, network, or equipment.
- The employee shall limit use of personal electronic communication devices to send or receive calls, text messages, pictures, and videos to breaks, mealtimes, and before and after scheduled work hours, unless there is an emergency, or the use is authorized by a supervisor to conduct Somerset Academies of Texas business.
- The employee shall not use Somerset Academies of Texas's logo or other copyrighted material of Somerset Academies of Texas without express written consent.
- The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, and the Code of Ethics and Standard Practices for Texas Educators, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off campus. These restrictions include:
    - Confidentiality of student information, including photos.
    - Confidentiality of health or personnel information concerning colleagues unless disclosure serves lawful professional purposes or is required by law.
    - Confidentiality of Somerset Academies of Texas records, including educator evaluations and private e-mail addresses.
    - Copyright law.
    - Prohibition against harming others by knowingly making false statements about a colleague or the school system.

Use of Electronic Media and Electronic Communications with Students

Employees given approval by Somerset Academies of Texas may communicate through electronic media with students who are currently enrolled in Somerset Academies of Texas **for educational purposes only**. All other employees are prohibited from communicating with students who are enrolled in Somerset Academies of Texas through electronic media.

An employee is not subject to these provisions to the extent the employee has a social or family relationship with a student. For instance, an employee may have a relationship with a niece or nephew, a student who is the child of an adult friend, a student who is a friend of the employee's child, or a member or participant in the same civic, social, recreational, or religious organization.

The following definitions apply for the use of electronic media and electronic communications with students:

- *Electronic media* includes all forms of social media, such as text messaging, instant messaging, electronic mail (e-mail), Web logs (blogs), wikis, electronic forums (chat rooms), video-sharing websites (e.g., YouTube), editorial comments posted on the Internet, and social network sites (e.g., Facebook, Twitter, LinkedIn, Instagram). Electronic media also includes all forms of telecommunication such as landlines, cell phones, and web-based applications.
- *Communicate* means to convey information and includes one-way communication as well as a dialogue between two or more people. Public communication by an employee that is not targeted at students (e.g., a posting on the employee's personal social network page or a blog) is not a communication: however, the employee may be subject to regulations on personal electronic communications. Unsolicited contact from a student through electronic means is not a communication.

An employee uses electronic media to communicate with students shall observe the following:

- Employees should avoid sending text messages to students. Exceptions may apply for a teacher or other employee who has an extracurricular duty, and then only to communicate with students who participate in the extracurricular activity over which the employee has responsibility. An employee who communicates with a student using text messaging should attempt to include at least one of the student's parents or guardians as a recipient on each text message to the student so that the student and parent receive the same message. Additionally, for each text message addressed to one or more students, the employee must send a copy of the text message to the employee's Somerset Academies of Texas email address.
- Employees shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests; for an employee with extracurricular duties, matters relating to extracurricular activity).
- Employees are prohibited from knowingly communicating with students through personal social network pages.
- Employees shall not communicate directly with any student between the hours of 10:00pm and 6:00am, except when necessary to notify students about urgent scheduling or transportation issues. Employees may, however, make public posts to a social network site, blog, or similar application at any time.

- Employees do not have an absolute right to privacy with respect to communications with students and parents.
- Employees continue to be subject to applicable state and federal laws, local policies, administrative regulations, and the Professional Code of Ethics and Standard Practices for Professional Educators including:
    - Compliance with FERPA, including retention and confidentiality of student records; and
    - Copyright law.
- Employees shall not solicit or engage in sexual conduct or a romantic relationship with a student.
- Upon request form Somerset Academies of Texas's administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with any one or more current-enrolled student.
- Upon written requests from a parent or student, an employee shall discontinue communicating with a student through email, text messaging, instant messaging, or any other form of one-to-one electronic communication.
- **Employees shall refrain from inappropriate communications with students. Factors that may be considered in assessing whether the communication is inappropriate include, but are not limited to:**
    - The nature, purpose, timing, and amount of the communication;
    - The subject matter of the communication;
    - Whether the communication was made openly or the employee attempted to conceal the communication;
    - Whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;
    - Whether the communication was sexually explicit; and
    - Whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, preferences, or fantasies of either the employee or the student.

Consequences

The guidelines for appropriate use are applicable to all use of school computers and refer to all information resources, whether individually controlled, shared, stand alone, or networked. Disciplinary action for students, staff, and other users shall be consistent with Somerset Academies of Texas policy and administrative regulation. Violations may result in:

- Suspension of access to school computers and network resources;
- Revocation of access privileges or user accounts; or
- Other school disciplinary or legal action, up to and including termination, in accordance with school policies and applicable laws.

Specific disciplinary measures will be determined on a case-by-case basis.

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