



ki charter
every **change** has a story

Personnel Handbook

DISCLAIMER: Employee At-Will Status

1. INTRODUCTION

- 1.1. Welcome Letter
- 1.2. About This Handbook
- 1.3. About Ki Charter
- 1.4. Acknowledgment of Receipt

2. STARTING YOUR JOB

- 2.1. Accuracy of Information
- 2.2. Employment Applications & Other Forms
- 2.3. Criminal History Background Checks
- 2.4. New Employee Orientation

3. REPORTING TO WORK

- 3.1. Official Ki Charter Office Hours
- 3.2. Regular Work Schedules
- 3.3. Attendance

4. TIME AWAY FROM WORK

- 4.1. Holidays & School Breaks
- 4.2. Vacation/Personal Paid Leave/Sick Leave
- 4.3. Family Medical Leave Act
- 4.4. Bereavement Leave
- 4.5. Military Leave of Absence
- 4.6. Jury Duty/Court Appearance

5. BENEFITS

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

6. WAGES & EXPENSES

- 6.1. Payday
- 6.2. Direct Deposit
- 6.3. Mistake in Payroll or Expense Reimbursement
- 6.4. Hours Worked: Exempt Employees
- 6.5. Hours Worked: Non-Exempt Employees
- 6.6. Attendance Records
- 6.7. Travel Expense Reimbursements
- 6.8. Deductions in Pay

7. NON-DISCRIMINATION & ANTI-HARASSMENT

- 7.1. Non-Discrimination
- 7.2. Reasonable Accommodation
- 7.3. Anti-Harassment
- 7.4. Reporting Discrimination and/or Harassment

8. EMPLOYMENT STANDARDS

- 8.1. Expected Employee Conduct
- 8.2. Violence in the Workplace
- 8.3. Drug-Free Workplace
- 8.4. Suspicious Behavior
- 8.5. Former Employees
- 8.6. Employee Dress Code
- 8.7. Outside Employment
- 8.8. Employee Monitoring
- 8.9. Audio & Video Recordings
- 8.10. Office Dating
- 8.11. Workplace Investigations
- 8.12. Updated/Current Employee Information
- 8.13. Allowable Uses of School Property
- 8.14. Computer & Internet Use
- 8.15. Administration of Medication to Students
- 8.16. Reporting Child Abuse/Child Neglect
- 8.17. Traffic Violations
- 8.18. Workers' Compensation

9. GRIEVANCE PROCEDURES

- 9.1. Campus Principal Review of Complaint
- 9.2. Executive Director Review of Complaint
- 9.3. Board of Directors Review of Complaint

10. DISCIPLINE

11. SEPARATION FROM EMPLOYMENT

- 11.1. Resignation
- 11.2. Termination

Disclaimer:

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

Ki Charter reserves the right to amend or withdraw any or all provisions of the personnel handbook at any time with or without notice.

1. INTRODUCTION

1.1. Welcome to Ki Charter

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

This employee manual was prepared to help you become familiar with Ki Charter and its personnel standards and procedures. Please read it carefully and if you have questions or concerns speak with your supervisor. If you need further information or assistance please contact Ki Charter's Human Resources Department at (210) 410-5673.

On behalf of our Ki Charter extended family, thank you for joining us. We look forward to working with you.

Sincerely,

Jerry Lager
Superintendent

1.2. About this Handbook

The purpose of this personnel handbook is to provide employees with a source of information about Ki Charter's procedures and policies. The policies and procedures in this handbook are to serve as guidelines. Although Ki Charter has tried to be comprehensive, the handbook does not, and cannot, include procedures and policies which address every situation that may arise. Such a list would be limitless.

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

Questions regarding this handbook or any of the policies/procedures should be directed to your supervisor or to the Human Resources Department.

1.3. About Ki Charter

Ki Charter serves students in grades 1 through 12, and our shared vision is to be the premier educational provider for students who reside in Texas Residential Facilities (RFs) and Juvenile Detention Centers (JDCs). We strive to provide a safe and secure yet challenging learning environment through our responsible use of all available resources, and we seek to offer opportunities for our students to realize their individual potential and to become responsible and productive members of society.

In addition to our student population, Ki Charter strives to offer our teachers, our instructional assistants, our administrators, and all our personnel an environment that fosters professional growth and encourages continuing education in a positive and supportive atmosphere.

Mission statement

The mission of Ki Charter is to provide high-needs students with a variety of rigorous, career and academic focused curriculum to maximize potential, growth and success. We will reintroduce our students back into their respective school systems with improved overall behaviors and with reduced learning gaps.

1.4. Acknowledgement of Receipt of Personnel Handbook

The information contained in this personnel handbook is important, and I should consult with my supervisor or my principal if I have a question that is not answered in this handbook.

I understand that Ki Charter Board Policies are available on the district’s website: www.kicharter.org under the tab “Public Links.”

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

I understand that Ki Charter may amend or withdraw any or all portions of this handbook at any time. I understand that it is my responsibility to comply with the provisions in this handbook, including any revisions, and that failure to comply may lead to disciplinary action. I further acknowledge that any revised information may supersede, modify, or eliminate existing provisions within this handbook. By remaining employed by Ki Charter following any modifications to this handbook, I thereby accept and agree to such changes.

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

Signature of Employee

Date

Printed Name of Employee

Date

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Signature of Employee

Date

Printed Name of Employee

Date

2. STARTING YOUR JOB

2.1. Accuracy of Information

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

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

2.2. Employment Application & Other Forms

New employees are asked to complete the following forms:

- a. Employment Application
- b. W-4 Employee's Withholding Allowance Certificate
- c. I-9 Employment Eligibility Form
- d. Employee Election Form to Withhold Certain Information from Public Access
- e. Acknowledgement of Receipt of Personnel Handbook
- f. Authorization for Direct Deposit
- g. Applicable Healthcare/Benefit Forms
- h. Other documents as needed

Current employees may be required to update or execute any of the above forms. Any employee who fails or refuses to complete the above forms or to provide Ki Charter with requested documentation may be subject to discipline, up to and including termination of employment.

2.3. Criminal History Background Checks

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

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

2.4. New Employee Orientation

During the first few weeks of employment, an employee must attend an orientation that will include the following subject areas:

- a. A review of this personnel manual;
- b. A tour of the campus;
- c. Receipt of credentials necessary for access to the school building: keys, badge, and other materials as appropriate;
- d. Prevention techniques for, and recognition, of sexual abuse and other maltreatment of children.
- e. Behavior Enhancement Program
- f. Verbal De-escalation
- g. CPR and First Aid (as necessary)
- h. Crisis Prevention Intervention (CPI)
- i. Patient Rights

3. REPORTING TO WORK

3.1. Official Ki Charter Office Hours

Standard hours of operation in the administrative office areas are from 7:45a.m. until 4:15p.m. Students are in session from 8:00a.m. until 3:00p.m.

3.2. Regular Work Schedules

Ki Charter has a traditional workweek of forty (40) hours per week, excluding time off for lunch or other personal breaks. Scheduled hours for employees may vary from department to department.

All full-time, non-exempt employees generally work a Monday through Friday schedule of forty (40) hours divided into (5) eight-hour workdays, unless a different schedule is approved in writing by the employee's supervisor.

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

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

3.3. Attendance

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

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

Poor attendance and/or repeated tardiness are disruptive to the operations of Ki Charter and may lead to disciplinary action, up to and including termination of employment.

4. TIME AWAY FROM WORK

4.1. Holidays & School Breaks

Ki Charter will be closed during the following recognized Federal holidays:

- a. Labor Day
- b. Thanksgiving
- c. Martin Luther King Jr. Day
- d. Memorial Day
- e. July 4th

Additionally, during the following dates, Ki Charter will be closed for school break:

- a. Winter Break
- b. Spring Break
- c. Summer Break
- d. Scheduled Staff Development and In-service

4.2 Leaves of Absence:

The district offers employees paid and unpaid leaves of absence in times of personal need. This handbook describes the basic types of leave available and restrictions on leaves of absence. Employees must notify their immediate supervisor in advance, or as early as possible, in the event they must be absent or late.

Notification will consist of verbal notification, either in person or by calling the supervisor's cell phone to inform the supervisor or to leave a voice mail informing him or her of the intended absence and the reason, if applicable.

After speaking with the supervisor directly, the employee will then directly contact by phone his or her respective department members. Refer to the following examples:

- A secondary English department team member who is absent will contact all respective members of that department (3 members)
- An absent Elementary teacher or IA will contact his or her teacher or IA and the Elementary Inclusion teacher(s)

The employee will then email his or her supervisor and courtesy copy (cc) his or her respective team members.

- Teachers will also courtesy copy (cc) the Special Education Case Manager.
- Inclusion teachers will also courtesy copy (cc) the Special Education Director.

Finally, the employee will enter the intended absence in Eduphoria.

Unauthorized absences, chronic absenteeism, tardiness, and failure to follow procedures for reporting an absence may be cause for disciplinary action up to and including termination. Employees who have personal needs which will require long leaves of absence should contact Human Resources Department for counseling about leave options, continuation of benefits, and communicating with the district.

Section 4.2.1. Local Personal Leave.

Each employee is entitled to ten (10) days of paid personal leave per year. Personal leave may be used for illness, illness of an employee's family member, personal and family medical appointments, and other personal reasons as determined by the employee.

Leave must be approved and is to be taken in half-day increments.

Of the initial ten (10) days, five (5) days of unused personal leave will roll over in August to the following school year up to a maximum accrual of fifteen (15) days.

For unused personal leave over the five (5) rollover days, an employee will have the option in August of cashing out those days to receive \$100 per day (up to five (5) days). Any personal leave unused or ineligible for cashing out or rolling over will be lost.

Upon separation or resignation, only personal leave beyond the maximum rollover, excluding any additional rollover days from the previous year(s), will be eligible for cashing out, for a maximum of five (5) days. Upon non-renewal or termination, personal leave will not be eligible for cashing out.

Personnel in administrative roles are ineligible for cashing out days saved. This includes all directors and above at the district level and associate principals and principals at the campus level.

Once an employee's personal leave balance is exhausted, any further leave granted due to unforeseen circumstances will be deducted from the employee's salary at a rate equal to the employee's daily rate.

4.3 Return to Work

Employees must follow district and department or campus procedures to report or request any leave of absence and complete the appropriate leave request form. Any employee who is absent more than three consecutive workdays because of personal illness or injury must submit a medical certification from a qualified health care provider confirming the specific dates of the illness, the reason for the illness, and the employee's fitness to return to work prior to returning to work. Any employee who is absent more than three consecutive workdays because of an illness or injury in the immediate family must submit a medical certification from a qualified health care provider confirming the name of the family member, specific dates of the illness, and the needed presence of the employee for care of the family member.

Any employee returning to work with any limitations or restrictions as to his or her ability to perform the functions of his or her job must submit a medical certification from the treating physician outlining in detail all limitations and restrictions. This may include but is not limited to lifting weight, bending, stooping, wearing of sling, cast, etc. The certification must be in detail either outlining any limitations and the duration of the limitations, or returning the employee to full-duty status with no restrictions. This certification must be provided prior to the employee returning to work.

Employees who take an unpaid leave of absence may continue their insurance benefits at their own expense. Health care benefits for employees on leave authorized under the Family and Medical Leave Act will be paid by the district as they were when they were working. Otherwise, the district does not make benefit contributions for employees who are not on active payroll status.

4.3.1 Employees are discouraged from taking leave on the following days identified on the current School Calendar:

- *** the day before or the day after a school or paid holiday,
- *** professional or staff development days, or
- *** bad weather makeup days, except in emergency circumstances, in which case documentation will be required.
- *** the first or last day of a semester or trimester grading period, or
- *** on days scheduled for state or local assessments

The Superintendent may approve exceptions to these with documented emergency circumstances.

After exhausting all leave, any leave taken for which leave balances are insufficient shall result in a deduction from the employee's paycheck commensurate with the employee's daily pay rate.

Leave shall be recorded in whole workdays and half workdays only, except in accordance with provision for intermittent leave in the Family and Medical Leave Act or when coordinated with workers' compensation benefits as provided in policy.

4.4 Employee Responsibilities for Reporting Absences

It is the responsibility of each employee to verbally—either in person or by telephone—report his or her own absence to his or her immediate supervisor, as well as to follow any other department or campus procedures required. Absences not reported may be posted as unexcused, and the employee's daily rate will be deducted from his/her next paycheck.

4.5 Sick leave pool

The Board has chosen to allow District employees to donate earned personal leave days to other employees as follows:

An employee who has accumulated at least 80 hours (ten working days) of personal leave may, by submitting a written request, donate a maximum of 40 hours (five working days) above the 80-hour minimum each year to another employee who, due to a catastrophic serious illness or injury, has exhausted all paid leave benefits.

The Human Resources Department has complete authority to determine whether an employee's illness or injury is considered to be catastrophic for purposes of a sick leave pool determination.

PROCEDURES

Requests for assistance shall be made in writing to the employee's Principal/Director, together with a statement from the employee's certified health care provider concerning the employee's catastrophic illness or injury. Following approval of a sick leave pool request by the Human Resources Department, the Principal/Director shall seek donations from staff members throughout the District.

The employee must have exhausted all available earned and advanced personal leave before requesting establishment of a sick leave pool.

RESTRICTIONS

An employee may not use leave to extend the work period of employment beyond the normally scheduled number of days in the school year.

4.7 Temporary disability

The purpose of unpaid temporary disability leave is to provide job protection to any full-time professional employee under contract and educators who cannot work for an extended period of time because of a mental or physical disability of a temporary nature. Qualified employees may request to be placed on unpaid temporary disability leave. Pregnancy and conditions related to pregnancy are treated the same as any other unpaid temporary disability.

Employees must request approval for unpaid temporary disability leave. The leave request must be accompanied by a physician's statement confirming the employee's inability to work and estimating a probable date of return. If disability leave is approved, the length of leave is no longer than 180 calendar days.

If an employee is placed on temporary disability leave involuntarily, he or she has the right to request a hearing before the board of trustees. The employee may protest the action and present additional evidence of fitness to work.

When an employee is ready to return to work, the Human Resources Department should be notified at least 30 days in advance. The return-to-work notice must be accompanied by a physician's statement confirming that the employee is able to do the job. Certified or Professional employees under contract returning from leave will be reinstated to the school/department to which they were previously assigned as soon as an appropriate position is available. If an appropriate position is not available, the employee may be assigned to another campus/department subject to the approval of the campus principal/director. If a position is not available before the end of the school year, the employee will be reinstated to a position at the original campus at the beginning of the following school year.

4.8 Family Medical Leave Act

Employees who have been employed by the district for at least 12 months, and have worked at least 1,250 hours in the 12 months immediately preceding date of the need for leave are eligible for family and medical leave (FMLA). Eligible employees can take up to 12 weeks of unpaid leave each year during a rolling 12-month period measured backward from the date an employee uses FMLA for the following reasons:

The birth, adoption, or foster placement of a child

To care for a spouse, parent, or child with a serious health condition

An employee's serious health condition

A husband and wife who are both employed by the district are subject to limits in the amount of leave they can take to care for a parent with a serious health condition or for the birth, adoption, or foster placement of a child.

Eligible employees will submit a written request to the Human Resources Department, which has complete authority to determine eligibility.

4.9 Military Family Leave Entitlements. Eligible employees with a spouse, son, daughter, or parent on active military duty and deployed to a foreign country may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings.

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

Eligible employees are entitled to continue their health care benefits under the same terms and

conditions as when they were on the job and are entitled to return to their previous job or an equivalent job at the end of their leave. Under some circumstances, teachers who are able to return to work at or near the conclusion of a semester may be required to continue their leave until the end of the semester.

Family and medical leave runs concurrently with accrued leave, temporary disability leave, and absences due to a work-related illness or injury. The district will designate the leave as family and medical leave, if applicable, and notify the employee that accumulated leave will run concurrently.

In some circumstances, employees may take family and medical leave in blocks of time or by reducing their normal weekly or daily work schedule. Intermittent leave may be taken under the following circumstances:

An employee is needed to care for a seriously ill spouse, child, or parent

An employee requires medical treatment for a serious illness

An employee is seriously ill and unable to work

When the need for family and medical leave is foreseeable, employees who want to use it shall provide 30-day advance notice of their need when possible. When the need for leave is not foreseeable, employees must contact the Human Resources Department as soon as possible. Employees may be required to provide the following:

Medical certification from a qualified health care provider supporting the need for leave due to a serious health condition affecting the employee or an immediate family member

Second or third medical opinions and periodic recertification of the need for leave

Periodic reports during the leave regarding the employee's status and intent to return to work

Medical certification from a qualified health care provider at the conclusion of leave of an employee's ability to return to work

Employees requiring family and medical leave should contact the Human Resources Department for details on eligibility, requirements, and limitations.

4.10 Workers' compensation benefits

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

An employee receiving workers' compensation wage benefits for a job-related illness or injury may choose to use accumulated leave or any other paid leave benefits. An employee choosing to use paid leave will not receive workers' compensation weekly income benefits until all paid leave is exhausted or to the extent that paid leave does not equal the pre-illness or -injury wage. If the use of paid leave is not elected, then the employee will only receive workers' compensation wage benefits for any absence resulting from a work-related illness or injury, which may not equal his or her pre-illness or -injury wage.

4.11 Bereavement Leave

In the event that a full-time employee experiences the death of an immediate family member, Ki Charter will provide up to 1 day of paid time off. An employee may request to use additional personal leave if the employee has such leave available.

An immediate family member is defined as a spouse, child or step-child, parent, grandchild, grandparent, sister, father-in-law, and mother-in-law.

Employees may use personal leave for a death in the immediate family but shall not exceed five workdays per occurrence, subject to the approval of the district.

4.12 Court appearances

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance. A copy of the "Notice to Appear" for jury duty should be given to your campus or department supervisor, and a copy of the "Confirmation of Appearance" given by the Court needs to be given to the district payroll department. Failure to do so will result in leave being deducted from the employee's pay or leave balance.

Absences for court appearances related to an employee's personal business shall be deducted from the employee's personal leave.

Ki Charter will grant employees time off for mandatory jury duty or for court appearances as a witness when the employee must serve or is required to appear as a result of a court order or subpoena. A copy of the court order or subpoena must be supplied to the employee's supervisor when requesting time off. The employee is entitled to full pay for each day of jury duty or service as a witness up to a maximum of ten (10) days per year, in addition to any other paid leave.

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

4.13 Military Leave Of Absence

Ki Charter is committed to protecting the employment rights of employees serving in the uniformed services who must be absent due to military leave. Ki Charter will comply with applicable state and federal laws regarding an employee's absence due to service in the armed forces.

Paid Leave for Military Service. Any employee who is a member of the Texas National Guard, Texas State Guard, reserve component of the United States Armed Forces, or a member of a state

or federally authorized Urban Search and Rescue Team is entitled to paid leave for authorized training or duty orders. Paid military leave will not exceed 15 days each federal fiscal year (October 1 - September 30). In addition, an employee is entitled to use available personal leave during a time of active military service.

Reemployment after Military Leave. Employees who leave the district to enter into the United States uniformed services or who are ordered to active duty as a member of the military force of any state (e.g., National or State Guard) may return to employment if they are honorably terminated. Employees who wish to return to the district will be reemployed provided they can be qualified to perform the required duties. To be eligible for reemployment, employees must provide notice of their obligation or intent to perform military service, provide evidence of honorable termination or release, and submit an application for reemployment within the time specified by law to Human Resources Department. In most cases, the length of federal military service cannot exceed five years.

Continuation of Health Insurance. Employees who perform service in the uniformed services may elect to continue their health plan coverage at their own cost for a period not to exceed 24 months. Employees should contact Human Resources Department for details on eligibility, requirements, and limitations.

5. BENEFITS

5.1. Health

NEW HIRES:

- Full time employees of Ki Charter Academy and dependents are eligible for benefits the 1st day of the month following fulltime employment. Fulltime employment is defined as working 40 hours per week, on average.
- You must enroll in benefits within 30 days of becoming eligible. We encourage you to enroll prior to your eligibility date. Not enrolling timely as a new hire, or when you have Qualifying Events, can cause penalties or limitations on your coverage.
- If you miss your new hire enrollment timeframe, your next opportunity will be our Annual Open Enrollment for employees at the beginning of each school year.
- Ki Charter Academy offers four medical plans through Echelon. Ki Charter Academy pays \$350.00 toward the health insurance policies offered by Ki Charter. Additional cost due to enrolling dependents or electing a buy-up plan option will be deducted from the employee's paycheck and paid by Ki Charter Academy to United Healthcare.

OPEN ENROLLMENT:

- Outside of New Hire enrollment, the Open Enrollment period is the only time employees may enroll in coverage without the occurrence of a Qualifying Event (see definition below). Open Enrollment occurs for employees at the beginning of each school year.

ELIGIBLE DEPENDENT COVERAGE:

Children are eligible for medical coverage until the age of 26, regardless of financial, student or marital status. Unmarried children are eligible for coverage on your dental, vision, and Voluntary Life insurance plan to age 26 regardless of student status. Spouse coverage is extended to same or opposite sex Domestic Partners on your medical, dental, vision and voluntary life coverage.

MAKING BENEFIT CHANGES DURING THE PLAN YEAR:

Your benefit elections will remain in effect for the entire plan year. During the annual enrollment period, you have the opportunity to review your benefit elections and make

changes for the coming year. Under these benefits, you may only make changes to your elections during the year if you have one of the following **Qualifying Events**. Your benefit change request must be consistent with your change in family status.

- Marriage or divorce
- Gain or loss of an eligible dependent for reasons such as birth, adoption, court order, disability, death, reaching the dependent child age limit; or
- Significant changes in employment or benefit coverage that affect you or your spouse's benefit eligibility.
- Termination of Medicaid or CHIP coverage.
- Eligibility for employment assistance under Medicaid or CHIP.
- Coordination of Open Enrollment with Spouse's Plan.

IRS regulations require that for enrollment due to a qualifying event, changes must be submitted to your benefits office within **30 days** of that qualifying event

5.2. Dental

Ki Charter Academy offers dental coverage through Dental Select for full-time employees. Ki Charter Academy pays \$25.00 toward the employee-only portion. Additional cost for adding dependents and/or enrolling in a dental buy-up plan is at the expense of the employee and will be deducted directly from the employee's paycheck and paid by Ki Charter Academy to Dental Select.

5.3. Vision

Ki Charter Academy offers Vision coverage to its full-time employees and dependents through Dental Select. Ki Charter Academy contributes 100% to the employee-only vision premium. Vision coverage is offered to dependents at an additional cost to the employee.

5.4. Teacher Retirement System of Texas

Ki Charter will participate in the Teacher Retirement System of Texas in accordance with all applicable state and federal guidelines. Please visit <http://www.trs.state.tx.us/> for more information.

5.5. Other Retirement Plans

Ki Charter sponsors a 403(b) and 457(b) program through AXA, to assist full-time employees in saving for their retirement. For details, please reach out to the advisors on our plan:

- Spencer Gourley
[\(512\)794-2353](tel:(512)794-2353)
Spencer.gourley@axa-advisors.com
- Matt Foxhall
[\(210\)348-1379](tel:(210)348-1379)
Matthew.foxhall@axa-advisors.com

5.6. Additional Benefits

Ki Charter offers basic Life/AD&D and pays 100% of the premium.

Supplemental life insurance, Dependent life insurance, Short term disability and Long term disability coverage is available to full time employees through MetLife. Employees are responsible for 100% of the employee and dependent premiums. The premiums will be deducted from the employee's paycheck and paid by Ki Charter Academy directly to MetLife.

Ki Charter pays 100% of the Long Term Disability premium.

6. WAGES & EXPENSES

6.1. Payday

Ki Charter pays its employees on a bimonthly basis. The pay cycles for Exempt and Non-exempt employees are as follows: paydays will take place on the 15th of each month and on the last day of each month.

6.2. Direct Deposit

Direct deposit is the preferred method of payment for all employees paid by Ki Charter. Direct deposit enables Ki Charter to facilitate the distribution of pay to employees in a safe, secure, and timely manner. To enroll in direct deposit, an employee may fill out appropriate forms with the payroll department.

An employee who prefers to receive a paper check instead of direct deposit must notify his or her supervisor or the Human Resources Department.

6.3. Mistake in Payroll or Expense Reimbursement

Employees are required to immediately notify their supervisor in the event of a suspected mistake in their payroll. Failure to report an overpayment in payroll may result in disciplinary action.

6.4. Hours Worked: Exempt Employees

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

6.5. Hours Worked: Non-Exempt Employees

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

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

6.6. Attendance Records

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

6.7. Travel Expense Reimbursements

Before an employee incurs travel expenses related to Ki Charter business, the employee must submit a reimbursement request form for approval to his or her principal or direct supervisor. Mileage reimbursement for training or events required by a supervisor will be authorized when the distance traveled is over 50 miles one way. Mileage will be calculated from the employee's campus or home, whichever is closer. Mileage for use of an employee's personal car will be reimbursed at the current IRS mileage reimbursement rate. Employees should select moderately priced lodging convenient to their destination to minimize time and expense.

Expenses from approved travel must be itemized and detailed on the Ki Charter travel reimbursement form. To be reimbursed, all original receipts for travel expenses must be included with the reimbursement form and submitted to the employee's supervisor.

6.8. Deductions in Pay

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

7. NON-DISCRIMINATION & ANTI-HARASSMENT

7.1. Non-Discrimination

Ki Charter is committed to honor the laws that prohibit discrimination based upon an applicant or employee's race, sex, religion, national origin, disability, age, genetic information, veteran status, or other protected class recognized by applicable law. Employees are prohibited from discriminating against other employees, against applicants, or against students based upon the aforementioned protected classes.

7.2. Reasonable Accommodation

In the event an employee needs to request a reasonable accommodation or a variance in Ki Charter's stated policies and/or procedures due to the employee's disability, as defined by the Americans with Disabilities Act, or the employee's sincerely held religious belief, the employee should notify his or her supervisor and/or the Human Resources Department.

7.3. Genetic Information Nondiscrimination

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we ask that employees and health care providers do not provide any genetic information in any medical certification. 'Genetic information,' as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

7.4. Anti-Harassment

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

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

7.5. Reporting Discrimination and/or Harassment

This section applies to both incidents of harassment and discrimination.

Employees should promptly report an incident of discrimination or harassment to the employee's direct supervisor. The employee should not assume that witnesses to the incident will know the conduct is unwelcomed; an employee should not rely on a witness to report the conduct for the employee. Informing the harasser that the conduct is unwelcomed is not a report of harassment since the harasser may not self-report the violation to management or the Human Resources Department.

If the alleged harasser is the employee's supervisor, a manager, or even one of the individuals designated to receive harassment reports, the employee does not have to directly report the incident to that individual but instead must notify the Human Resources Department in order to ensure that the matter is promptly and appropriately addressed.

Any supervisor or manager who receives information indicating a concern about harassment or discrimination must report it to the Human Resources Department, even if the information comes from someone other than the target of the harassment or discrimination, or even if the person expressing the concern indicates that he or she does not wish to have the harassment or discrimination reported.

Ki Charter will promptly investigate any report and take appropriate remedial action. If the harassment or discrimination continues, the employee must immediately report the incident, so the matter can be reopened and addressed.

Retaliation for reporting what an employee believes to be harassing or discriminatory conduct or for participating in an investigation of alleged harassment or discrimination is prohibited. Any retaliation should be reported according to the same procedures as reporting discrimination or harassment.

Any employee engaging in any type of discrimination, harassment, and/or retaliation will be subject to disciplinary action, up to and including termination. Any supervisor who has knowledge of such behavior yet takes no action to report it is subject to disciplinary action, up to and including termination.

8. EMPLOYMENT STANDARDS

8.1. Expected Employee Conduct

All employees are expected to:

- Meet established expectations of job performance;
- Comply with attendance policies;
- Be responsible and accountable in the performance of job duties;
- Be efficient;
- Respect the personal and property rights of all individuals one comes in contact with during the course of Ki Charter business;
- Follow job instructions;
- Maintain a courteous and professional demeanor;
- Adhere to Ki Charter's Social Media Policy
- Abide by the State of Texas Educators' Code of Ethics

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

8.2. Violence in the Workplace

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

Employees concerned about family violence being brought into the workplace or onto the work parking lot are encouraged to notify their supervisor or the Human Resources Department.

Any employee who receives a protective or restraining order that lists Ki Charter as a protected area is required to provide his or her supervisor with a copy of the order and information requested by Ki Charter to identify the individual subject to the order.

8.3. Drug-Free Workplace

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

Additionally, an employee must notify Ki Charter of any criminal drug statute conviction for a violation occurring in the workplace, or while conducting Ki Charter business, no later than five days after such conviction. A report of a conviction must be made to the employee's supervisor.

Violation of this policy may lead to disciplinary action, up to and including termination.

Ki Charter may ask an employee to submit to a drug or alcohol test whenever it reasonably believes that the employee may be under the influence of drugs or alcohol at the workplace in violation of this Drug-Free Workplace policy, 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, bizarre, or erratic conduct that suggests the employee is impaired by, or under the influence of, drugs or alcohol; or an on-the-job accident or injury under circumstances that suggest the possible use or influence of drugs or alcohol.

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

8.3.1 Policy:

1. Any employee using, selling possessing, distributing, transferring, or manufacturing illegal substances in any setting and at any time will be in violation of Ki Charter's employment policy and faces swift and severe disciplinary action and probable dismissal.
2. Any employee convicted of a controlled substance violation or pleading guilty or nolo contendere to charges of such a violation must inform Ki Charter within three (3) calendar days of such a conviction or plea. Failure to do so will result in disciplinary action that may include termination from employment for a first offense.

To ensure a safe and productive work and learning environment at all Ki Charter schools and facilities, as well as to safeguard Ki Charter property, Ki Charter strictly **prohibits** the following:

- Sale
- Distribution
- Possession
- Use
- Being under the influence

of illegal drugs and/or alcohol on Ki Charter premises, facilities, or worksites, or while conducting Ki Charter business or attending any school-related function or activity, on or off school property.

Ki Charter vehicles, whether in use or parked on Ki Charter premises or worksites, as well as private vehicles parked on Ki Charter premises or worksites are included in this prohibition.

Ki Charter also reserves the right to conduct searches and inspections when Ki Charter reasonably suspects that an employee, contractor, or visitor may be in violation of this policy.

Ki Charter reserves the right to search and/or inspect such person's:

- Personal effects
- Lockers
- Lunch boxes
- Purses
- Baggage
- And the like that are located on Ki Charter premises including private vehicles, if parked on Ki Charter premises or worksites, or if utilized in Ki Charter business.

Entry onto Ki Charter's premises constitutes consent to search and/or conduct inspections.

Ki Charter may search an employee or an employee's property if

- There are reasonable grounds to believe that the search will turn up evidence that the employee is guilty of work-related misconduct; and
- The search is reasonably related in scope to the circumstances that justified the interference in the first place.

O'Connor v. Ortega, 480 U.S. 709 (1987);
New Jersey v. T.L.O., 469 U.S. 325 (1985)

In addition, Ki Charter may search an employee's workplace for noninvestigatory, work-related purposes, if there are reasonable grounds to believe that the search will turn up evidence that the employee is guilty of work-related misconduct.

O'Connor v. Ortega, 480 U.S. 709 (1987)

Each employee, regardless of position, shall be required to undergo drug and alcohol testing **any time Ki Charter has reasonable suspicion** to believe the employee has violated Ki Charter's drug and alcohol policy.

Ki Charter may conduct drug tests, without a warrant and without individualized suspicion, when the test serves special governmental needs that outweigh the individual's privacy expectation.

Skinner v. Railway Labor Executives Ass'n, 489 U.S. 602 (1989);
Nat'l Treasury Employees Union v. Von Raab, 489 U.S. 656 (1989)

Employees in OTA-covered or other safety-sensitive positions, as defined herein, shall be **subject to random testing**.

Random alcohol and drug testing of employees in “safety- sensitive” positions may be permissible when the intrusiveness of the search is minimal and the Board is able to demonstrate that the drug-testing program furthers its interest in ensuring the physical safety of students. “Safety-sensitive” positions include those that involve the handling of potentially dangerous equipment or hazardous substances in an environment including a large number of children.

Aubrey v. Sch. Bd. of LaFayette Parish, 148 F.3d 559 (5th Cir. 1998)

Required testing includes pre-employment, post-accident, random, reasonable suspicion, return-to-duty, and follow- up testing.

No driver shall refuse to submit to a post- accident alcohol or controlled substances test, a random alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substances test, or a return- to-duty or follow-up alcohol or controlled substances test.

Ki Charter shall not permit a driver who refuses to submit to such tests to perform or continue to perform safety-sensitive functions.

8.3.2 Return-to-duty Testing

Any employee who has been off duty as a result of a violation of this policy or as a result of a self-referral for alcohol or drug abuse shall, if permitted to return to work, be required to take a return-to-duty test for alcohol and/or controlled substance abuse. Acceptable results of the test(s) shall be reported before the employee may resume work.

8.3.3 Follow-up Testing

An employee who has been determined to be in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances is subject to unannounced follow-up testing.

8.3.4 Confidentiality

All reports received by Ki Charter regarding drug or alcohol testing results shall be maintained by Ki Charter as confidential information.

Such reports may be used by Ki Charter as the basis for a course of action regarding discipline or employment status.

Employees found to be in violation of this policy or its administrative regulations shall be subject to the full range of disciplinary action, **up to and including** termination.

The severity of the action chosen will depend on the circumstances of each case and will be consistent with Ki Charter’s efforts to maintain a **drug-free workplace**.

Ki Charter shall initiate disciplinary action against any employee found to use illegal drugs, provided that such action is not required for an employee who, absent notification of an impending test, voluntarily admits to the use of illegal drugs and obtains counseling or rehabilitation, and thereafter refrains from using illegal drugs.

Ki Charter employees who test positive for alcohol and/or a controlled substance and who are terminated for violating this policy or its administrative regulations are not eligible for reemployment.

8.3.5 Definitions:

- “**Alcohol**” means alcohol beverages, mixtures, or preparations, including any medication, that contain ethyl alcohol or other low molecular weight alcohols.
- “**Illegal drug**” means any controlled substance as defined by the federal or state controlled substances acts.
- “**Legal drug**” means a drug prescribed by a licensed physician for an employee, taken in accordance with the physician’s instructions, which the physician has advised will not adversely affect the employee’s ability to perform work safely.
- “**OTA-covered**” means all employees covered by the OTA and includes all Ki Charter employees who operate commercial motor vehicles and are subject to commercial driver’s license requirements as set forth in DBBA(LEGAL).
- “**Random**” means that at various times, covered employees will be required to submit to periodic, unannounced drug and alcohol testing.
- “**Safety sensitive**” means a position or function in which improper action or failure to take appropriate action could result in irreparable consequences leading to injury or death of the employee or others and/or significant property or environmental damage.
- “**Safety-sensitive function,**” as applied to an OTA-covered employee, means all time spent engaged in the following tasks:
 - Operating the driving controls of a commercial motor vehicle;
 - Waiting to be dispatched;
 - Inspecting, servicing, or conditioning any commercial motor vehicle;
 - Loading or unloading a commercial vehicle, whether supervising, assisting, or attending;
 - Remaining in readiness to operate a commercial vehicle;
 - Giving or receiving receipts for shipments loaded or unloaded;
 - Performing the driver requirements associated with an accident; and
 - Repairing, obtaining assistance, or remaining during attendance of a disabled vehicle.
- “**Other safety-sensitive positions**” includes all positions in which an employee performs any of the safety-sensitive functions listed above, with respect to any Ki Charter-owned motor-driven vehicle or motor-driven equipment. By way of example only, this includes all employees who, in the course and scope of their employment with Ki Charter, operate any Ki Charter-owned motor vehicle or equipment (for the transportation of students or otherwise), or perform maintenance or repair work on such vehicles or equipment.
- “**Under the influence**” means being unable or unwilling to perform work in a safe and/or productive manner; being in a physical or mental condition that creates a risk to the safety and well-being of the individual, students, or other employees, the public, or Ki Charter property; and/or the presence of an illegal drug or alcohol, or the metabolite of an illegal drug, in an employee’s system.
- “**Use**” means the injection, inhalation, ingestion, or application of a substance to or into a human body.

8.4. Suspicious Behavior

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

8.5. Former Employees

Former employees may not enter areas that are not open to the public after they are no longer employed by Ki Charter.

8.6. Employee Dress Code

Ki Charter requires all personnel to dress in neat, clean, and appropriate Business Casual attire, which is a style of clothing that is less formal than traditional business wear, but is still intended to give a professional and businesslike impression.

Examples of appropriate attire:

For Women: skirts, dresses, or slacks; blouses, sweaters, or collared shirts, closed-toe dress shoes.

For Men: Slacks, collared shirts, sweaters, ties, jackets, closed-toe dress shoes.

For Physical Education Teachers: Appropriate athletic wear.

The following are examples of inappropriate attire that Ki Charter prohibits:

- Torn, tight, short, or revealing clothing
- Shorts or jeans (unless with prior permission)
- T-shirts without collars
- T-shirts with non-school logos, designs, references, images, or text
- Hats (with the exception of those worn for bonafide religious or health reasons)
- Jewelry that causes noise or is distracting to the wearer or others
- Flip-flops, sliders, slippers, or open-toe shoes
- Sweat suits, workout clothing, active wear
- Leggings, tights, etc.

Employee dress should be neat and clean and appropriate for a professional appearance. Closed-toe shoes must be worn at all times; house shoes (e.g. slippers), flip-flops, or sliders are not allowed. Denim jeans are allowed on designated days so long as the jeans are reasonably free from holes and frays. If an employee is unsure of the appropriateness of a particular item of clothing, the employee should choose not to wear it.

An administrator may require an employee to cover tattoos and/or remove facial jewelry. Additionally, because it is difficult to establish a specific dress standard, a Ki Charter

administrators may require an employee to change his or her dress if in their best judgment the dress is inappropriate.

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

8.7. Outside Employment

Employees of Ki Charter are expected to work solely for Ki Charter. Any outside employment, whether self-employment or working for another employer, should be immediately disclosed to and approved by the employee's supervisor. In some circumstances such outside employment may be permitted by Ki Charter; however, Ki Charter retains the right to review and evaluate each situation on an individual basis.

8.8. Employee Monitoring

Employees do not have an expectation of privacy in any work areas (e.g. offices, desks, file cabinets, desktop computers, laptops, flash drives etc.) or in any Ki Charter property, either owned or leased. Work areas and Ki Charter property are subject to search at any time. Any of the following may be monitored if they occur during business hours and/or on school property: phone calls, text messages, voice-mail, e-mail (work and personal), and internet activity.

8.9. Audio & Video Recordings

An employee is prohibited from making any audio or video recording while acting in the course and scope of his or her employment or while on school property without the written consent of all parties subject to the recording. School functions such as athletic activities or performances are not exempt from this prohibition.

8.10. Office Dating

Employees who are in administration/management/supervisory roles are prohibited from dating any employee over whom they have direct or indirect supervision. Additionally, individuals who work within the Human Resources Department are prohibited from dating any Ki Charter employee.

If two employees are involved in a dating relationship, it will be presumed by Ki Charter that the relationship is welcomed by both parties unless one or the other notifies Ki Charter to the contrary. Public displays of affection and favoritism in the course of employment are strictly prohibited.

Conduct that occurs during a disagreement or following a termination of the relationship must not violate Ki Charter's harassment policy.

8.11. Workplace Investigations

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

8.12. Updated/Current Employee Information

Employees are required to regularly update:

- A change in home address or telephone number;
- A change in marital status or in the number of dependents;
- A change of insurance beneficiary;
- A change in the number of exemptions claimed for income tax purposes;
- The driving record or status of an employee's driver's license, if the employee operates any Ki Charter vehicle or operates his or her own vehicle for work-related duties, excluding driving to and from work.
- A legal change of name.
- Updates should be made by notifying the Director of Operations.
- The Public Information Act form indicating whether certain personal information may be released to the public.

8.13. Allowable Uses of Ki Charter Property

Employees may use Ki Charter property only for a purpose that is consistent with applicable law and to implement a program that is described in Ki Charter's charter.

Employees of Ki Charter may use local telephone service, cellular phones, electronic mail, Internet connections, or incidental personal use under the following conditions:

- Such incidental personal use must not result in any direct cost paid with state funds. If this does happen, the employee who caused the direct cost to be incurred by Ki Charter must reimburse Ki Charter;
- Such incidental personal use must not impede the functions of Ki Charter;
- The use of Ki Charter property for private commercial purposes is strictly prohibited; and
- Only incidental amounts of an employee's time for personal matters, comparable to reasonable coffee breaks during the day, are authorized under this section.

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

Violation(s) of this section may result in disciplinary action, up to and including termination.

8.14. Computer & Internet Use

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

To ensure that all employees are responsible, productive users of our electronic media communication systems ("Electronic Media") (e.g., telephone system, pagers, e-mail, Internet, local area network ("LAN"), frame relay network, wide area network ("WAN"), etc.). Employees must use Electronic Media appropriately to protect patient information and the company's public image and liability. Please also refer to the Policy on Personal Web Sites and BLOGS

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

8.15. Cell Phone Use

This policy serves to define the use of cellular telephones, including camera-equipped telephones and other related mobile electronic devices (e.g., beepers, lap-top computers, personal organizers, music players, etc.) that individuals may bring onto any Ki Charter campus.

Any employee who fails to abide by this policy may be subject to corrective action, up to and including termination.

8.15.1. Personal cellular phones and other electronic devices should be switched off or muted during regular working hours and in all work areas, including but not limited to all classrooms. Cell phone use is prohibited in the classroom and on campus during class time.

8.15.2. As stated above, personal cellular phones that are camera-equipped may not be used to take photographs at Ki Charter. Employees and visitors are asked to keep such camera-equipped devices in their vehicle or at home.

8.16. Administration of Medication to Students

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

8.16.1 Distribution of Food to Students

No food shall be given by Ki Charter employees to students **without prior approval**. There are several reasons for this.

1. Many students have allergies.
2. Many students have strict dietary requirements.
3. Many students have food contraindications with certain medications.
4. Food may not align with the guidelines, goals, and standards of the Child Nutrition Program to which the facility strictly adheres.

If an employee wants to bring food for students, a request must be sent to his or her respective administrator who then will forward to the principal to gain facility approval.

8.17. Reporting Child Abuse/Child Neglect

An employee, volunteer, or agent who believes a child has been adversely affected by physical, sexual, or mental abuse or neglect must make a report within 48 hours of first suspecting such abuse or neglect. The report must be made to law enforcement or the Department of Family and Protective Services, Child Protective Services.

8.18. Workers' Compensation

It is the policy of Ki Charter to provide workers' compensation insurance. The Superintendent shall notify employees of its coverage decisions in accordance with state law. In the event of an injury, employees should immediately notify their supervisor of any injuries sustained during the course of their employment. See Section 4.10.

9. GRIEVANCE PROCEDURES

The governing body (“Board”) of Ki Charter adopts the following policy which shall be effective on the date that the policy is adopted by the Board. This policy governs student and parent complaints, employee grievances, and citizen complaints.

For purposes of this policy, “days” means school calendar days.

With the exception of a complaint against a Superintendent, each complaint must initially be brought at the lowest level of review, at the Campus Principal Review level. If the complaint is against the principal, then the complaint may be initially brought at the Executive Director level.

The Board encourages all complaints to be resolved at the lowest level possible.

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

9.1. Campus Principal Review of Complaint

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

9.2. Superintendent review of Complaint

If the complainant is not satisfied with the final decision of the campus principal/supervisor, then the individual may file a written appeal to the Executive Director. This written appeal shall be filed with the Executive Director’s office within 10 days of the individual’s receipt of the final decision from the campus principal/supervisor. The complaint shall include a copy of the prior written complaint along with a copy of the final decision of the campus principal/ supervisor. A copy of the appeal shall also be delivered to the campus principal/supervisor.

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

The Executive Director, or the Executive Director’s designee, shall respond to the complaint and issue a final decision in writing within 15 days of receipt of the written appeal.

9.3. Board of Directors Review of Complaint

If the complainant is not satisfied with the Executive Director's final decision, then the individual may appeal their complaint in writing to the Board of Directors within 10 days of receiving the Executive Director's final decision. The complaint shall be directed to the President of the Board, and shall include a copy of the written complaint to the Executive Director along with a copy of the Executive Director's final decision. A copy of this appeal shall also be delivered to the Executive Director.

The President of the Board, at the next regular meeting of the Board, shall provide a copy of the complaint record to all board members. The Board's decision shall be decided on a review of the record developed at the Executive Director's level. Any action of the Board of Directors regarding the complaint shall be taken in compliance with the Texas Open Meeting Act.

OR

Individuals who are dissatisfied with the response of the Executive Director may present their complaint to the Board of Directors during the time of Citizen's Presentation at the next regular meeting of the board of directors. The board shall "stop, look, and listen" to the complaint, but may not deliberate or act on the complaint except in compliance with the Texas Open Meetings Act.

A complaint against an Executive Director shall begin at this level of review and shall follow the complaint process in accordance with this policy section and the Texas Open Meetings Act.

The failure of the Board of Directors to act on a complaint has the effect of upholding the Executive Director's decision.

10. DISCIPLINE

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

Though Ki Charter may utilize such stair-step disciplinary procedures, Ki Charter reserves the right to skip any or all steps and immediately terminate the employee.

The stair-step disciplinary procedure does not forfeit the at-will status of its employees, and Ki Charter preserves the at-will nature of the employment relationship. Accordingly, termination may be initiated by Ki Charter at any time, with or without cause, and with or without notice.

11. SEPARATION FROM EMPLOYMENT

11.1. Resignation

An employee is expected, but not required, to give 30-days notice regarding their resignation from Ki Charter. Ki Charter requests that an employee submits his or her resignation in writing to his or her supervisor and that the writing include the employee's anticipated last work day.

Ki Charter reserves the right to require the employee to resign immediately rather than work during the notice period.

11.2. Termination

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

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

An exiting employee who has been terminated is not to return to the premises of Ki Charter without prior written approval from the Human Resources Department or the principal of the school campus.



Texas Department of Insurance

Division of Workers' Compensation

7551 Metro Center Drive, Suite 100 • Austin,
Texas 78744-1645 512-804-4000 telephone •
512-804-4001 fax • www.tdi.texas.gov

Ki Charter

Reference Rule 110.101

- (a) In addition to the posted notice required by subsection (e) of this section, employers, as defined by Labor Code Section 406.001, shall notify their employees of workers' compensation insurance coverage status, in writing. This additional notice:
- (1) shall be provided at the time an employee is hired, meaning when the employee is required by federal law to complete both a W-4 form and an I-9 form or when a break in service has occurred and the employee is required by federal law to complete a W-4 form on the first day the employee reports back to duty;
 - (2) shall be provided to each employee, by an employer whose workers' compensation insurance coverage is terminated or cancelled, not later than the 15th day after the date on which the termination or cancellation of coverage takes effect;
 - (3) shall be provided to each employee, by an employer who obtains workers' compensation insurance coverage, not later than the 15th day after the date on which coverage takes effect, as necessary to allow the employee to elect to retain common law rights under Labor Code Chapter 406;
 - (4) shall include the text required in the posted notice (see rule 110.101 (e)(1), (e)(2), (e)(3), (e)(4) for appropriate language); and
 - (5) if the employer is covered by workers' compensation insurance (subscriber) or becomes covered, whether by commercial insurance or through self-insurance as provided by the Texas Workers' Compensation Act (Act), shall include the following statement:

NOTICE TO NEW EMPLOYEES

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

