

2024-2025



Harmony Public Schools
9321 W Sam Houston Pkwy S
Houston, TX 77099

Table of Contents

INTRODUCTION.....	5
SCHOOL INFORMATION	5
Description of Harmony Public Schools.....	5
Mission Statement.....	5
Board of Directors	5
EMPLOYMENT.....	6
Hiring Standards	6
Equal Employment Opportunity.....	6
Immigration Law Compliance and Verification of Employment Eligibility	6
Nondiscrimination Based on Disability.....	7
Nondiscrimination Based on Military Service	7
Nondiscrimination Based on Genetic Information (GINA)	7
Nondiscrimination Based on Pregnancy	7
Nondiscrimination Based on Religion.....	7
Employment After Retirement	7
Employment Applications.....	8
Employment Checks	8
Criminal History Record Information	8
Fingerprinting	9
Consumer Reports.....	9
New Hire Reporting	10
Job Descriptions	10
At-Will Employment.....	11
Human Resources Information System (Munis)	11
Personnel Records.....	11
Name and Address Change	12
Notification of Teacher Qualifications.....	12
Employee Duties	13
Certifications	13
Classroom Discussions	13
Staff Dress and Grooming	13
Extra Duties.....	15
Staff Development.....	16
Performance Evaluation.....	16
Instructional Supplies.....	16
Communication with Parents in General.....	17
Title I – Parent/Teacher Conferences.....	17
HPS Parent Teacher Home Visit (PATH) Program.....	17
Teacher Appreciation Week.....	17
Team Building Activities.....	17
Health Requirements	17
School Activities.....	17
Staff Exploration Programs	18
CLASSIFICATION, COMPENSATION AND BENEFITS.....	18

Employment Classification Categories	18
Workweek and Work Hours.....	19
Salaries, Wages, and Stipends.....	20
Wage Discrimination.....	20
Payroll	20
Annualized Compensation	20
Timekeeping.....	21
Minimum Wage and Overtime.....	21
Lost/Stolen Paychecks.....	22
Authorized Check Pick Up.....	22
Direct Deposit	22
Administrative Pay Corrections.....	22
Unclaimed Payroll Checks	22
Employee Advances.....	22
Deductions From Pay.....	23
Wage Garnishments.....	23
Exemption from Withholding.....	23
Change in Withholding Status.....	23
Wage and Tax Statements	24
Health Insurance.....	24
Employee Assistance Program (EAP)	24
COBRA Coverage.....	24
Unemployment Compensation Insurance	25
Workers' Compensation Benefits.....	25
Teacher Retirement	26
ATTENDANCE, LEAVE AND ABSENCES.....	26
Attendance	26
Scheduling and Attending Parent-Teacher Conferences	26
Leaving the Classroom.....	27
Tardiness	27
Attendance Records	27
Excessive Absenteeism or Tardiness	27
Absences.....	27
Local Leave.....	28
Leave of Absence Extraordinary Circumstances	30
Limitations on Leaves of Absence (Unavailability for Work).....	30
Military Leave.....	30
Family and Medical Leave Act (FMLA).....	32
Unpaid non-FMLA Leave for First-Year Employees	42
Emergency Leave	44
Bereavement Leave	44
Short Term Disability	44
Jury Duty, Grand Jury Service, and Other Court Appearances	45
Voting Leave.....	45
Unpaid Flex Days/Summer Vacation	45
Summer Extra Leave Policy.....	45
Religious Observances	46

COMMUNICATIONS	46
Working with the Media	46
Announcements	46
Distribution of Non-School Materials	47
GENERAL PROCEDURES.....	48
Federal and State Worksite Postings.....	48
Workplace Safety	48
Hazard Communication Act.....	48
Occupational Safety and Health Administration (OSHA) Statement	49
Exposure Control Plan for Blood-Borne Pathogens.....	50
Safety Plans	51
HIPAA	53
FERPA.....	53
Purchasing and Reimbursements.....	53
Key Security	53
Personal Property	53
Visitors in the Workplace.....	54
Bad Weather Closing	54
Emergencies	54
Building Use.....	54
EMPLOYEE CONDUCT AND WELFARE.....	54
Employee Code of Ethics	54
Financial Ethics	56
Standards of Conduct	57
Unacceptable Employee Conduct	58
Employee Use of Social Media and Digital Media.....	59
Employee Discipline.....	63
Alcohol and Drug-Abuse Prevention	63
Drug and Alcohol Testing	64
Department of Transportation (DOT) Testing Program	65
DWI Conviction.....	66
Finding of Alcohol or Drug Use.....	66
Tobacco Products and E-Cigarettes	66
Prohibition of Weapons.....	67
Theft	67
Workplace Searches and Video Surveillance	67
Employee Acceptable Use/Technology Usage.....	68
Cellular and Wireless Telephone Acceptable Use.....	70
Return of School Property	72
Conflicts of Interest.....	73
Gifts and Favors	74
Donors Choose.....	75
Copyrighted Materials	75
Non-Disclosure.....	75
Use of Personal Vehicles.....	76
Employees' Children	76
Solicitation and Distribution.....	76

Personal Donations Solicitation Policy.....	76
Associations and Political Activities.....	76
EMPLOYEE RELATIONS.....	77
Reassignments and Transfers.....	77
Termination or Resignation.....	77
Termination Grievances (General Complaints).....	77
Violence in the Workplace.....	78
Arrest / Conviction Occurring After Employment Begins	78
Mandatory Conviction Notification	79
Reporting Educator Misconduct	79
Reporting Employee Misconduct (Non-Educators).....	80
Reports Concerning Court-Ordered Withholding	81
Compliance Coordinators.....	81
Prohibition of Harassment and Discrimination	82
Religious Discrimination Prohibited	82
Breastfeeding Accommodations in the Workplace.....	82
Sexual Harassment Prohibited.....	82
Complaint Procedures: Harassment and Discrimination (Other than Sexual Harassment)	87
School Investigations.....	89
COMPLAINTS AND GRIEVANCES	89
Definitions.....	89
Grievance Rules	90
Complaint Process – Campus Level Staff	90
Complaint Process – District Level Staff.....	92
Complaint Process – Central Office Staff.....	94
Whistleblower Complaints.....	95
STUDENT WELFARE.....	96
Student Discrimination and Harassment	96
Reporting Abuse and/or Neglect	97
Child Sexual Abuse, Sex Trafficking, and Other Maltreatment.....	99
Computer Technician Reports of Child Pornography	99
GENERAL STUDENT ISSUES.....	99
Equal Educational Opportunities.....	99
Student Records.....	99
Parent and Student Complaints	100
Student Health Services	100
Administering Medication to Students.....	100
Dietary Supplements.....	100
Psychotropic Drugs.....	100
Bullying.....	101
Student Conduct and Discipline	102
Student Attendance.....	102

INTRODUCTION

The purpose of this Handbook is to provide information that will help with questions and pave the way for a successful year. You are responsible for reading and understanding the Handbook and other Harmony policies and procedures and meeting those requirements. All questions regarding the Handbook should be directed to your Supervisor or the HR Department.

This Handbook may be revised from time to time as deemed necessary by Harmony. The only official and authorized version of the Handbook currently in effect may be requested from your Supervisor or from the HR Department.

Some of the subjects described in this Handbook are covered in more detail in official Harmony policy and procedures or in benefit/plan documents. Please refer to those documents for specific information, since this Handbook only briefly summarizes those benefits and/or policies.

Please note that any written insurance/benefit plan(s), agreement(s), or other policies may be controlling over this Handbook where there is conflict.

SCHOOL INFORMATION

Description of Harmony Public Schools

Harmony Public Schools (“Harmony Public Schools,” “Harmony,” or “School”) is a system of high performing college preparatory open-enrollment charter schools that focus on math, science, engineering, and computer technologies. For more than a decade, Harmony has provided students in underserved communities an opportunity to excel in the classroom and develop the skills necessary to become successful members of the community.

Mission Statement

Harmony’s mission is to prepare each and every student for college and career by providing a safe, caring and collaborative atmosphere and a quality student-centered educational program with a strong emphasis on Science, Technology, Engineering and Mathematics.

Board of Directors

Texas law grants a charter school’s Board of Directors the power to govern and oversee school management. The Board is the policy-making body within the Harmony school system and has overall responsibility for the curriculum, annual budget, and facilities. The Board has the primary responsibility for implementing the public school program authorized by Harmony’s open-enrollment charter and ensuring the performance of students enrolled in Harmony schools, in accordance with state and federal laws and regulations.

The Board meets on a regular basis at Harmony’s Central Administration Office, located at 9321 W. Sam Houston Parkway S., Houston, Texas 77099 and may meet at other places and times deemed necessary by the Board. Special meetings may be called and held when and where necessary. In compliance with Texas open meetings laws, a written notice of regular and special meetings will be posted on the [Harmony website](#) and at a publicly accessible location at the Central Office at least 72 hours before the scheduled meeting time. In emergencies, a meeting may be held with one-hours’ notice in accordance with applicable legal requirements.

EMPLOYMENT

Hiring Standards

Harmony believes that the quality of its professional staff greatly impacts the quality of education offered in the school. Harmony therefore recruits and hires those individuals who are best qualified to meet Harmony's educational needs. Announcements of job vacancies by position and location are posted on a regular basis to the Harmony website.

Equal Employment Opportunity

Harmony Public Schools does not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, age, military status, genetic information, or any other basis prohibited by law as required by [Titles VI and VII of the Civil Rights Act of 1964](#), as amended; [Title IX of the Educational Amendments of 1972](#); [Titles I and 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 [Pregnant Workers Fairness Act](#) ("PWFA"); the [Genetic Information Nondiscrimination Act in Education of 2008](#) (GINA). Additionally, Harmony does not discriminate or retaliate against an employee or applicant who acts to oppose discrimination or participates in the investigation of a complaint related to an alleged discriminatory employment practice.

For purposes of Harmony policy, any provision referring to discrimination based on race includes discrimination because of or on the basis of an employee's hair texture or protective hairstyle commonly or historically associated with race. "Protective hairstyle" includes braids, locks, and twists.

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at Harmony Public Schools will be based on merit, performance, qualifications, and/or abilities in accordance with applicable state and federal law.

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 their campus Principal or any of the Compliance Coordinators designated in this Handbook**, as may be appropriate.

As required by Title IX, Harmony Public Schools 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 Harmony. Inquiries into issues related to Title IX may be referred to Harmony's Title IX Coordinator (as identified in this Handbook), to the Assistant Secretary for Civil Rights of the Department of Education, or both.

Immigration Law Compliance and Verification of Employment Eligibility

Harmony Public Schools is committed to employing only United States citizens and documented workers who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

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

Harmony shall confirm the employment eligibility of all new hires by examination of documents establishing identity and employment authorization and completion of the Employment Eligibility Verification Form I-9. Former employees who are rehired must also complete the Form I-9 if they have not completed the form with Harmony within a time frame established by Human Resources (generally three years after the date of hire or one year after employment is terminated, whichever is later), or if the previous Form I-9 is no longer retained or valid.

Nondiscrimination Based on Disability

Harmony Public Schools is committed to complying fully with [Section 504 of the Rehabilitation Act](#) (Section 504) and the [Americans with Disabilities Act](#) (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 disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position. Reasonable accommodation is available to all qualifying disabled employees, where their disability affects the performance of job functions, in accordance with Section 504 and the ADA.

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

Harmony Public Schools does not discriminate against any qualified employees or applicants because they are related to or associated with a person with a disability.

Nondiscrimination Based on Military Service

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

Harmony 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").

Nondiscrimination Based on Genetic Information (GINA)

Harmony will not deny initial employment, reemployment, 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.

Nondiscrimination Based on Pregnancy

Harmony is fully committed to complying with the Pregnant Workers Fairness Act ("PWFA"), which allows qualified employees to receive reasonable accommodations to the known limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation would impose an undue hardship on Harmony.

Nondiscrimination Based on Religion

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

Employment After Retirement

Individuals receiving retirement benefits from the Teacher Retirement System (TRS) may be employed in limited circumstances on a full- or part-time basis without affecting their benefits, according to TRS rules and state law. Detailed information about employment after retirement is available in the TRS publication Employment After Retirement.

Employees can contact TRS for additional information by calling 800-223-8778 or 512-542-6400. Information is also available on the TRS Website (www.trs.texas.gov).

Employment Applications

Harmony 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 material misrepresentations, falsifications, or omissions in this information or data may result in Harmony's exclusion of the individual from further consideration for employment or, if the person has been hired, termination from employment.

Employment Checks

Harmony performs criminal history and fingerprinting checks as required by law, and checks applicant employment references.

Criminal History Record Information

Harmony 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 whose duties are performed where students are regularly present) may be obtained at any time during employment or volunteer services.

Criminal history records must also 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 accompanying this Handbook.

Prohibition Against Employing Individuals Convicted of Certain Offenses

Harmony 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, Harmony shall discharge or refuse to hire an employee or applicant for employment if it 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, while Harmony may not be required by law 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 an employee's employment by Harmony as of that date; or

- b. The date the applicant's employment will begin, in the case of a person applying for employment with Harmony after June 15, 2007; and
2. The employee or applicant for employment satisfied all terms of the court order entered on conviction.

Harmony may make employment decisions in accordance with its policy regarding employment of personnel with criminal histories (or arrested or charged with a criminal offense). Harmony's policy regarding employment of personnel with criminal histories is as follows:

As allowed by Commissioner of Education rule, a person may not serve as a Harmony 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, Harmony 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").

Harmony 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 Harmony or the State Board of Educator Certification ("SBEC").

Except as required by state or federal law or as determined by Harmony to be in the best interest of student and employee safety (and in accordance with applicable law), Harmony does not automatically prohibit employment or refuse to consider an application for employment solely on the grounds that an applicant/employee has a prior criminal record. Harmony 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, Harmony reviews these circumstances on a case-by-case basis.

Harmony reserves the right to annually (or more frequently) perform criminal history record checks on current employees.

Fingerprinting

In compliance with state law, all employees and substitutes hired must complete the fingerprinting process with the SBEC/Texas DPS Clearinghouse prior to employment.

Consumer Reports

Harmony Public Schools may, at its discretion, and will, when required by law, utilize Consumer Reports – e.g., credit, criminal, employment references and Department of Public Safety reports to assist us in making employment decisions. In addition, Harmony may conduct annual driving record checks to verify that the drivers' licenses and driving records of those employees required to drive Harmony-owned vehicles are valid and acceptable to Harmony's insurance carrier.

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

In the event Harmony 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 – Harmony 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 the adverse action, and cannot give specific reasons for it; and
- A notice of the individual's right to dispute the accuracy or completeness of any information the agency furnished, and his or her right to an additional free consumer report from the agency upon request within 60 days.

The employee will be given a reasonable time period to dispute the information. However, it is ultimately the decision of Harmony as to the action taken.

After Harmony has completed its review of the checks/records, it will dispose of any consumer information and other confidential information in an appropriate manner.

New Hire Reporting

Federal and state law requires Harmony to provide information about all new or rehired workers to the Employer New Hire Reporting Operations Center in the Texas Office of the Attorney General.

Job Descriptions

Harmony has created job descriptions to be used as tools for documenting the essential duties and requirements of and the skills needed to successfully perform the various jobs within Harmony Public Schools. These job descriptions are designed to be uniform across campuses. Accordingly, reasonable efforts shall be undertaken to develop and maintain job descriptions for all job classifications in accordance with the following provisions:

- Job descriptions shall be developed for new positions that have been authorized by the Chief Human Resource Officer prior to initiating the hiring process.
- Job descriptions shall be reviewed and modified for current positions within a reasonable period of time following a material change in the essential duties of the position. Providing a reasonable accommodation to a qualified individual with a disability to allow the individual to perform the job, however, will not normally require preparing a new job description.
- If a new position is created in which the duties and responsibilities of the position are not reflected in a current job description (or if the essential duties and responsibilities will differ from others employed under that job description), the Chief Human Resource Officer shall be contacted to determine whether a new job description should be prepared.
- Job descriptions may not be modified without consultation with and approval from the Chief Human Resource Officer.
- Consideration of requests for accommodations from qualified individuals with a disability shall be performed by making reference to the essential job functions. Although other sections of the job description may affect the ability to perform the essential job functions, the essential job functions themselves should be found by reference to the "Duties and Responsibilities" section of the job description.
- If the consideration of a request for accommodation causes you to believe that a particular job description may not accurately reflect the essential job functions of that position, you should contact the Chief Human Resource Officer for guidance and updating of the job description, as necessary.

- Job descriptions for current positions shall be reviewed, and modified as necessary, on an annual basis or more frequently as deemed appropriate by the Chief Human Resource Officer. The Chief Human Resource Officer shall be responsible for developing and maintaining operating standards that promote compliance with the terms of this policy.

At-Will Employment

Upon hire, Employees are presented with and required to sign an At-Will Employment Acknowledgment. **All employees are employed at-will and may be terminated with or without cause, with or without prior notice, at any time, for any reason or for no reason. Similarly, at-will employees are requested to provide two-week's notice of a resignation but are free to resign at any time, with or without cause or notice.**

Any exception to employment at-will must be specifically approved by Harmony's Board of Directors and subsequently memorialized in writing signed by the Board President. Without such a specific written approved and memorialized exception, all employees remain employed at-will for the duration of their employment with Harmony Public Schools.

As provided in the Acknowledgement of Receipt of this Harmony Handbook, nothing in this Handbook creates or is intended to create a promise or representation of continued employment with Harmony Public Schools. Moreover, nothing in this Handbook creates or is intended to create an exception to the at-will nature of the employment relationship.

Human Resources Information System (Munis)

All employees are required to create a personal profile in the "Munis" software system, which allows Harmony to manage personnel information and provides employees access to employment-related documents provided by Harmony. Through this system, employees will enter and/or review and approve the following information:

- Personal information
- Contact information
- Education history
- Educator certifications
- Employment history
- Direct deposit information
- Employment information (position, dates of employment, salary, etc.)
- Employment documents
- Employment acknowledgements
- Supplementary documents.

Questions regarding the Munis system should be directed to District HR Managers.

Information submitted through the Munis will, to the greatest extent possible, remain confidential, and is accessible only to the employee and designated Harmony representatives with access authorization to access such information, or as otherwise required by law.

Personnel Records

Harmony maintains a personnel file for each employee. The personnel file may include such information as the employee's job application, résumé, records of training, documentation of performance appraisals and salary increases, and other employment records.

All information in an employee's personnel file will be made available to the employee 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 maintained by Harmony that relates to the employee and that is protected from public disclosure by laws intended to protect the employee's privacy interests. Harmony 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, Harmony may assert, as grounds for denial of access, other provisions of the Texas public information laws or other laws that are not intended to protect the employee's privacy interests.

If Harmony 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. Harmony will release the information to the employee requesting the information in accordance with applicable law.

Many personnel records may also be public information subject to release under state law. As allowed by the Texas Public Information Act, employees may choose to have the following personal information withheld from public disclosure:

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

Please complete the Public Access to Employee Information Employee Opt-Out Form in Munis Employee Self Serve if you wish to opt-out and have the above-identified information "exempted" from disclosure under the state's public information law. You can file a new form at any time to reflect a change in your choice concerning confidentiality. Please understand that a request to deny public access to personal information is effective only for public information requests made after the date an employee completes the completed opt-out form.

Name and Address Change

It is the responsibility of each employee to promptly notify Harmony of any changes in personnel data. Employees must update their Munis Employee Self Serve account with any changes or corrections to their name, home address, telephone number, marital status, W-4 information, emergency contacts. Names of dependents and beneficiary updates are to be communicated to and coordinated with the Harmony Benefits Department. Corrections or changes to an employee's name must be reported to the employees' District HR/Talent Department. Name changes must be consistent with and match other documentation, including driver's licenses and social security identification. Therefore, name changes will require an executed court order and a valid Social Security Card and Driver License depicting the name change.

Notification of Teacher Qualifications

Harmony will provide parents with the qualifications of each teacher. A parent may also request, and Harmony will provide in a timely manner, information regarding the professional qualifications of their student's classroom teachers, to include at a minimum:

1. Whether the student's teacher has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction

2. Whether the student's teacher is teaching under emergency or other provisional status through which state qualification or licensing criteria have been waived
3. Whether the student's teacher is teaching in the field of discipline of the certification of the teacher; and
4. Whether the student is provided services by paraprofessionals and, if so, their qualifications.

Employee Duties

Each employee is expected to comply with the standards of conduct set out in this Handbook and any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a Harmony employee. Violation of Harmony policies, regulations, or guidelines may result in disciplinary action, including termination of employment.

Certifications

Employees whose positions require SBEC certification or professional license are responsible for taking actions to ensure their credentials do not lapse. It is the employee's sole responsibility to maintain a valid certification or other necessary license. An employee's employment may be terminated if he or she falsely represents holding a valid certificate or fails to fulfill the requirements necessary to renew or extend a certificate. Employment may also be terminated if SBEC suspends or revokes an employee's certification.

Classroom Discussions

For any course or subject, a teacher may not be compelled to discuss a widely debated and currently controversial issue of public policy or social affairs. A teacher who chooses to discuss such a topic shall explore that topic objectively and in a manner free from political bias.

Staff Dress and Grooming

Harmony Public Schools believes that all staff members set an example in dress and grooming for students to follow. Staff members who set a good example in dress and grooming present an image of dignity and encourage respect for authority. Employees are expected to dress in a professional and appropriate manner. Employee grooming and dress may not disturb, interfere with, or detract from the educational setting. The Campus Principal and/or the employee's direct supervisor are responsible for initially interpreting and enforcing Harmony's dress and grooming standards.

The dress and grooming of Harmony's employees shall be clean, neat, in a manner appropriate for their assignments, and in accordance with any additional standards established by their supervisors. Inappropriate attire is any item that Harmony administration has identified as unacceptable and/or that could be considered likely to cause a distraction to other employees/students or creates an unsafe environment. This includes, but is not limited to, low-cut blouses, clothing that exposes the navel, short dresses, unusual hair colorings, visible tattoos, nose rings, and other pierced body parts (except ears).

Campus employees are expected to comply with the following dress and grooming standards:

Appropriate / Acceptable	Inappropriate / Not Acceptable
Shirts	
<ul style="list-style-type: none"> ▪ Button-down ▪ Polo/Golf collar shirt ▪ Harmony logo shirts ▪ Blouses ▪ Sweaters ▪ Blazers / Jackets ▪ Ties 	<ul style="list-style-type: none"> ▪ Hoodies ▪ T-Shirts, Sweatshirts ▪ Shirts with writing (other than Harmony-issued) ▪ Beachwear ▪ Active wear** (except for physical education classes) ▪ Crop tops, clothing showing midriffs. ▪ Low-cut clothing & clothing showing cleavage

Slacks/Pants	
<ul style="list-style-type: none"> Slacks, pants, trousers Professional capris 	<ul style="list-style-type: none"> Active wear** (except for physical education classes) Shorts or cargo-style pants Jeans Yoga pants, joggers, jeggings, spandex, sweatpants Low-rise or tight pants Leggings as outerwear
Dresses/Skirts/Tunics	
<ul style="list-style-type: none"> Hem length must fall at or below the knee Skorts, split skirts or dress culottes that fall at or below the knee 	<ul style="list-style-type: none"> Mini skirts
Shoes	
<ul style="list-style-type: none"> Athletic shoes, tennis shoes Dress shoes Loafers, dockers Heels, wedges, peep-toe Dress Booties, dress boots 	<ul style="list-style-type: none"> Clogs, Crocs Sandals Flip flops Slippers Construction boots (except for maintenance and construction employees)
Hair	
<ul style="list-style-type: none"> Clean, washed. Well-groomed Styled in a way that isn't distracting 	<ul style="list-style-type: none"> Extreme hairstyles (Mohawk, severe spikes, etc.) Extreme hair colors (Not natural looking hair colors including but not limited to blue, purple, pink, bright (scarlet) red, green, teal, orange, etc.)
Jewelry/Tattoos	
<ul style="list-style-type: none"> Tattoos must be covered. Earrings, hair jewelry, watches, bracelets, rings and necklaces 	<ul style="list-style-type: none"> No facial or body piercing (except for ears) Hats, caps, bandanas, or other headwear

**Active Wear for PE Teachers -joggers, sweatpants, shorts to the knee, track suits, Harmony issued t-shirt, headwear for outside only

Exceptions for spirit days or casual days will be communicated by the campus principal or area superintendent.

Campus Administration, District Office Employees, and Central Office Employees are expected to comply with the following dress and grooming standards:

Appropriate / Acceptable	Inappropriate / Not Acceptable
Shirts	
<ul style="list-style-type: none"> Tie <u>Required</u> with Regular Button-down shirts Harmony-issued collared shirts (Polo/Golf/Button-down - tie not required) Blouses Sweaters Blazers / Jackets 	<ul style="list-style-type: none"> Hoodies T-Shirts, Sweatshirts Harmony-issued T-Shirts Polo/Golf collar shirt Shirts with writing (other than Harmony-issued) Beachwear Active wear Crop tops, clothing showing midriffs Low-cut clothing & clothing showing cleavage

Slacks/Pants	
<ul style="list-style-type: none"> Slacks, pants, trousers Professional capris 	<ul style="list-style-type: none"> Active wear Shorts or cargo-style pants Jeans (except for spirit or occasional fundraisers) Yoga pants, joggers, jeggings, spandex, sweatpants Low-rise or tight pants Leggings as outerwear
Dresses/Skirts/Tunics	
<ul style="list-style-type: none"> Hem length must fall at or below the knee Skorts, split skirts or dress culottes that fall at or below the knee 	<ul style="list-style-type: none"> Mini skirts
Shoes	
<ul style="list-style-type: none"> Dress shoes Loafers, Dockers Heels, wedges, peep-toe Dress Booties, dress boots 	<ul style="list-style-type: none"> Athletic shoes, tennis shoes Clogs, Crocs Sandals Flip flops Slippers Construction boots (except for maintenance and construction employees)
Hair	
<ul style="list-style-type: none"> Clean, washed Well-groomed Styled in a way that isn't distracting 	<ul style="list-style-type: none"> Extreme hairstyles (Mohawk, severe spikes, etc.) Extreme hair colors (Not natural looking hair colors including but not limited to blue, purple, pink, bright (scarlet) red, green, teal, orange, etc.)
Jewelry/Tattoos	
<ul style="list-style-type: none"> Tattoos must be covered. Earrings, hair jewelry, watches, bracelets, rings and necklaces 	<ul style="list-style-type: none"> No facial or body piercing (except for ears) Hats, caps, bandanas, or other headwear

Exceptions for spirit days or casual days will be communicated by the campus principal, area superintendent, or the Superintendent's Office.

Addressing workplace attire and hygiene problems

Violations of the policy can range from inappropriate clothing items to offensive perfumes and body odor. If an employee comes to work in inappropriate dress, he or she will be required to go home, change into conforming attire or properly groom, and return to work.

Reasonable accommodation of religious beliefs

Harmony Public Schools recognizes the importance of individually held religious beliefs to persons within its workforce. Harmony will reasonably accommodate an employee's religious beliefs in terms of workplace attire unless the accommodation creates an undue hardship.

NOTE: Harmony's dress and grooming policy does not discriminate on the basis of an employee's hair texture or protective hairstyle commonly or historically associated with race.

Extra Duties

Professional and paraprofessional staff members will be assigned extra duties to ensure the proper supervision of students outside the classroom. These duties may be assigned at any time by the campus Principal or an Assistant Principal.

Professional staff members are further responsible for providing tutorial services to students who are failing or in danger of failing. Staff members are responsible for notifying the student's parents when tutorials become necessary.

Staff Development

Staff development activities are organized to meet the needs of employees and Harmony. Staff development is predominantly campus-based, related to achieving campus performance objectives, and addressed in the campus improvement plan, which is approved by a campus-level advisory committee. Staff development for non-instructional personnel is designed to meet specific licensing requirements and continued skill development.

Staff development may consist of work at local colleges/universities, professional memberships, workshops, in-service trainings, retreats, and conferences. Staff development does not include State Test Scoring, presenting at conferences unrelated to their job descriptions at Harmony, or other activities unrelated to their job descriptions at Harmony in which they receive payment from an outside entity for which employees must use their PTO days or engage in these activities only on non-calendar days unless it is approved by your supervisor.

Employees must submit a request to their immediate supervisor in writing in advance of registering for professional development opportunities in order to be fully or partially reimbursed for participation.

Performance Evaluation

Performance Evaluations provide a systematic and consistent way to measure and improve individual performance in order to achieve the goals and priorities of Harmony Public Schools. Performance Evaluations should be an annual continual process that focuses on improving an employee's job performance.

Harmony currently uses the following Performance Evaluation Systems:

- Harmony Performance Evaluation and Support System (HPESS) for all employees except principals and teachers.
- Texas Principal Evaluation and Support System (T-PESS) for campus principals.
- Harmony Teacher Evaluation and Support System (H-TESS) for teachers.

All the above Performance Evaluation Systems are comprised of a series of ongoing actions and activities intended to embody the essence of a reflective and responsive practitioner. Although each Performance Evaluation System results in an annual performance assessment of employees, it is designed and most effective as a collaborative dialogue that includes annual self-assessment, goal setting, personal professional development plans, on-going review, reflection and regular opportunities to receive constructive feedback, resulting in the improvement and refinement of practice. Employees will receive an annual performance evaluation. Evaluation documents are confidential and may be exempted from disclosure under Texas open records laws.

An employee who does not agree with the final evaluation score after completing each level of observation and appeal in the appraisal process may submit an employee grievance by following the "Complaints and Grievances" process outlined in this Handbook.

Instructional Supplies

All instructional materials purchased by Harmony Public Schools become property of Harmony. Employees may not keep teacher resource materials when leaving employment with Harmony.

Staff members should initiate requests for supplies through the Principal's office. Harmony will assume no financial responsibility for teacher resource materials purchased without a properly issued purchase order.

Communication with Parents in General

Teachers and administrators are expected to notify a parent when a student performs poorly on classwork or testing or begins to misbehave at school. Harmony encourages teachers and administrators not to send information regarding grades, disciplinary issues, or other sensitive matters via e-mail.

Title I – Parent/Teacher Conferences

It is Harmony's policy to implement programs, activities and procedures involving parents of students in programs assisted under Title I, Part A. Parental involvement activities provided with Title I, Part A funds are planned and implemented with meaningful consultation with parents of participating children.

All teachers and administrators will be expected to work with parents to improve the performance of the child and provide information on how parents can participate in decisions relating to the education of their child. Training will be provided for all teachers and administrators involved with the implementation and oversight of Title I and associated programs.

HPS Parent Teacher Home Visit (PATH) Program

Families, teachers and school staff all play vital roles to ensuring excellence in education within the Harmony system. To ensure our students received the wrap-around support needed for their success, Harmony launched its Home Visit Program (HPS PATH) nearly a decade ago. The HPS PATH program is designed to build unity and trust between families and Harmony staff, giving teachers and parents the insight into student development needed to provide students educational support.

- Harmony employees are expected to be a part of this HPS initiative.
- Each campus has a yearly HPS PATH goal assigned by the Central Office.
- The campus principal may expect a certain number of visits per year from each faculty.

Teacher Appreciation Week

Teacher Appreciation Week is a special week for the recognition of teachers and may include celebrations to honor them for their special contributions in the community in general. This week is set aside to show respect for the teaching profession in general. It focuses on understanding how difficult it is to deal with young people who have very different minds, sometimes complicated personal lives and backgrounds. This week will give attention to the fact that teachers work without cessation to help children reach academic milestones, develop awareness of different cultures and cultivate personal knowledge.

Team Building Activities

Faculty members are strongly encouraged to attend all team building activities including Thanksgiving Events, Winter break events, School Breakfast/Lunch/Dinner engagements, Cooking Classes, Sports, Camping Trips, Appreciation Events, and meetings or events sponsored by school administrators. There will be no extra payments for attending these activities.

Health Requirements

Harmony may require that an employee undergo a physical examination if at any time his or her ability to perform adequately or safely is in question.

School Activities

Staff members are expected to attend and participate in as many school activities as possible. Staff presence projects support and interest to the students, the school, and the community.

Staff members are also encouraged to become involved in school-related organizations, clubs, etc. Staff members must receive permission from the Principal to use school facilities for such activities. Employees should remember that no school-related activities may be scheduled the night before the STAAR exams are administered.

Employees are required to submit ideas or requests for field trips and excursions to the Principal. The Principal may approve or deny the request.

Staff Exploration Programs

Traveling is the best educational experience. Nothing in a classroom can compare with actually seeing the world. Traveling abroad can have beneficial outcomes for employees who take advantage of the privilege. It gives staff a different perspective and a better understanding of history. It shows diversity, differences in languages and gives people insight to the rest of the world around them and helps individuals learn about contrasting ways of living and thinking, and perhaps integrating these experiences into their own value systems. Please see the Campus Student Success and Engagement Coordinator for upcoming trip opportunities.

CLASSIFICATION, COMPENSATION AND BENEFITS

Employment Classification Categories

It is the intent of Harmony Public Schools to clarify the definitions of employment classifications as exempt or non-exempt or full time or part time, so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time.

Exempt and Non-Exempt

Each employment position is designated as either EXEMPT or NON-EXEMPT under federal and state wage and hour laws in accordance with applicable federal law. NON-EXEMPT positions are entitled to overtime pay under the specific provisions of federal law. EXEMPT positions are excluded from specific provisions of federal and state wage and hour laws. A position's EXEMPT or NON-EXEMPT classification may be changed only upon written notification by Harmony, 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. Employees assigned to exempt positions are paid on a salaried basis, and Harmony generally will not deduct from a non-teacher exempt employee's salary, in accordance with FLSA, for absences of less than one full day. However, any full days of absence taken in excess of 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. With respect to exempt teachers, Harmony will not make leave and/or salary deductions for absences of less than one-half day (four hours).

Non-exempt positions are those positions that are not exempt from FLSA requirements. Non-exempt positions require Harmony 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." For example, an employee might work 32 hours in a week and have 16 hours of vacation (PTO) time. Vacation (PTO) time does not count as hours worked for the purpose of overtime calculations. 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, and as outlined in this Handbook. **Non-exempt employees may not work beyond 40 hours per week without prior written approval from their supervisor.**

Harmony's positions are reviewed and assigned an FLSA (exempt or non-exempt) status that is maintained on a master record by the school. Upon request, the campus Principal may provide this information to an employee.

Full-Time Employee

An individual who is employed at least 40 hours per week is considered full-time. Full-time employees are those who are not in a temporary or introductory status, and who are regularly scheduled to work Harmony's full-time schedule. Generally, full-time employees are eligible for Harmony's benefit package, subject to the terms, conditions, and limitations of each benefit program. Employees in this status must contribute to the Texas Teacher Retirement System (TRS).¹

Part-Time Employee

An individual who is employed at least 20, but less than 40 hours per week, is considered part-time. Part-time employees are those who are not assigned to a temporary or introductory status, and who are regularly scheduled to work every day at a fixed part-time schedule. Part-time employees receive legally mandated benefits but, except as may be required by federal or state law, or provided at Harmony's discretion, are ineligible for Harmony's benefit programs. Part-time employees may contribute to TRS if eligible. Subject to state law, employees working 30 hours per week or more (whether part-time or full-time) are also eligible for the Harmony healthcare benefit plan offered to full-time employees.

Temporary Employee

Temporary employees are individuals hired as interim replacements to temporarily supplement the work force, such as substitutes, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Temporary employees retain that status unless and until notified of a change. Employment of temporary employees beyond an initially anticipated period or past completion of a specific project does not change at-will employment status. All legally mandated benefits are provided to temporary employees. Other benefits may also be available, subject to the terms, conditions, and limitations of each benefit program.

Workweek and Work Hours

The Harmony workweek begins on Monday at 12:00 a.m. and ends on Sunday at 11:59 p.m. Scheduled work hours and days may vary according to service requirements and employment classification. Generally, the scheduled work hours for Harmony employees will conform to the regular schedules of the schools served by Harmony. Employees will be notified of their required duty days, holidays, and hours of work for their position by their supervisor.

Exempt employees work minimum 8-hour days, with the exception of light Fridays, with a lunch break. Start and end times will be scheduled, with the approval of the Superintendent or designee, by Campus Principals, Area Superintendents or, for Central Office staff, Department Chiefs, and the Superintendent. Exempt employees may be required to work outside their expected schedules including but not limited to extra assignments and/or after-hours, meetings with parents, weekends or vacation-time assignments or phone calls.

Campus Administrators (Exempt)

Expected work hours for campus administrators are 8-hours a day, with the exception of light Fridays, with a lunch break. However, as exempt employees, campus administrators may be required to work outside their expected work schedules. The lunch break should be included in their schedules however, they may not be able to take the full lunch. The Principal may choose to have the administration team stagger their start time so they have full coverage for drop off and dismissal. The expectation to stay late may happen periodically for meetings or events, but not every day.

Teachers (Exempt)

Teachers work 8 hours a day, with the exception of light Fridays, with a 30-minute duty-free lunch break. Teachers may be asked to stay till 6:00 PM on staff meeting days or parent teacher conference days. Night and weekend activities will be occasionally required. Attendance at after-school events and activities is highly encouraged and may be mandatory as directed by supervisors

¹ For purposes of health insurance benefits under the Texas Insurance Code, a full-time employee is any employee who usually works 30 hours or more per work week.

Non-Exempt Employees

Non-exempt employees will ordinarily be scheduled by the appropriate Campus Principal, Area Superintendent or, for Central Office staff, Department Chief, or the Superintendent, to work 8-hour days, with a 30-minute or 1-hour (dependent on campus/department schedules), duty-free, unpaid lunch breaks. Non-exempt employees who will participate in the light Friday schedule, may be assigned additional work hours throughout the week to ensure they maintain a 40 hour workweek.

Salaries, Wages, and Stipends

Employees are paid in accordance with the Harmony Compensation Manual. Harmony's pay plans may be reviewed by the Board of Directors each year and adjusted as needed.

Wage Discrimination

Harmony Public Schools prohibits and will not tolerate wage discrimination on the basis of sex. Harmony will comply with the mandates of the Equal Pay Act.

Retaliation against those who oppose wage discrimination on the basis of sex or otherwise engage in protected activity is prohibited and will not be tolerated. This prohibition includes retaliation against a person who reports what they believe to be wage discrimination and for any witnesses involved in the investigation. Harmony will promptly investigate any allegation of retaliation. Harmony will comply with the anti-retaliation mandates of the Equal Pay Act and Title VII.

Employees may complain about wage discrimination on the basis of sex pursuant to the terms of the Harmony Employee Complaint and Grievance Policy.

Harmony Public Schools will promptly and fairly investigate allegations of wage discrimination on the basis of sex. If unlawful action has occurred, appropriate corrective action will be taken. Any Harmony employee who engages in prohibited discrimination shall be subject to disciplinary action, up to and including immediate termination.

Payroll

Harmony Public Schools pays all exempt employees on a monthly basis with paychecks issued on the last workday of each month. Nonexempt employees are paid twice a month according to the pay date schedule.

Employees may be paid by check or through direct deposit of funds to savings and/or checking accounts at the employee's financial institution(s). The method of pay may be changed at any time, with or without advance notice. In the event that a regularly scheduled payday falls on a weekend or federal/bank holiday, employees will be paid on the last day of work prior to the regularly scheduled payday.

Annualized Compensation

Harmony pays all exempt employees over a 10-month or 12-month period, depending on the position and regardless of the number of months employed during the school year. Exempt new hires, hired before August 15, will be paid over an eleven-or thirteen-month period, depending on the employee's election. Exempt employees will be paid in equal monthly payments, beginning with the first pay period of the school year. Teachers who separate after the last day of instruction will continue to receive paychecks through the end of the summer. For purposes of healthcare and other benefits, an exempt employee who works a 10-month schedule but does not elect to be paid over 12-months will have the employee's premium contributions deducted over the prior 2-month period to cover premiums for the 11th and 12th month.

Harmony pays all non-exempt employees, except for interns, security guards, and crossing guards, an "annualized salary" over a 12-month period. By paying an annualized salary, employees are able to receive regular income each month, including those times when school is not in session and when employees are not asked to perform any work. Annualized

compensation also allows Harmony to deduct any premiums for benefits from an employee's monthly earnings even during summer months, which is an added convenience.

All non-exempt employees are expected to work according to a set schedule of days and/or hours as set forth in each employee's employment agreement and the Harmony calendar. If an employee does not work these expected days or hours, because of arriving late to work, leaving early, or other absence, Harmony may first make a corresponding deduction from any accrued paid leave. Harmony may also make occasional deductions from pay for willful absence or tardiness if an employee, without authorization, fails to work his or her expected schedule. Such a deduction will not affect Harmony's duty to pay earned overtime, and the employee's wages will never drop below minimum wage. Questions regarding annualized pay for non-exempt employees may be directed to the campus administrators.

Timekeeping

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

Nonexempt 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 departure from work for personal reasons. **This work log should be recorded as it takes place – not several hours or days later.** Nonexempt employees may not work beyond 40 hours per week without prior written approval from the supervisor. Nonexempt employees may have a daily grace period up to 5 minutes for arriving late to work or leaving early from work, in the event there is difficulty getting to work or needing to leave early on a specific day. This does not mean that an employee can be 5-minutes late or leave 5-minutes early on a frequent basis.

In accordance with Board Policy 4.17 (Employee Attendance), all employees should regard coming to work on time, working their shift as scheduled, and arriving and leaving at the scheduled time as essential functions of their jobs.

All nonexempt employees are expected to work according to a set schedule of days and/or hours as set forth by each employee's supervisor and the Harmony calendar. If an employee does not work these expected days or hours, because of arriving late to work, leaving early, or other absence, the following policies have been established for employee attendance:

- 1) Employees should arrive to work and be at their assigned duty station at their scheduled start time.
- 2) Employees should remain at their duty station unless the needs of the job require being elsewhere or as authorized by their supervisor, except during authorized breaks.
- 3) Employees should take only the time normally allowed for breaks as authorized by their supervisor.
- 4) Nonexempt employees should leave promptly at the end of their scheduled workday, unless given prior authorization from their supervisor to work past that time.
- 5) Employees should call in and personally notify a supervisor if they will be absent or tardy, according to campus absence reporting procedures.
- 6) In addition to any timeclock or time-recording system Harmony may implement, time keeping for nonexempt employees must be **tracked daily** and submitted periodically using Harmony's approved time sheets provided by the Principal.

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

Minimum Wage and Overtime

Harmony compensates overtime for non-exempt employees in accordance with federal wage and hour laws. Only employees assigned to non-exempt positions are entitled to overtime compensation. Depending on Harmony's needs,

employees may be requested to work overtime. Non-exempt employees are not authorized to work beyond their normal work schedule without advance approval from their supervisor.

Advance approval from a supervisor is required for any overtime work. Exceptions are granted for advanced approval if the overtime is in support of unforeseeable or emergency circumstances and approval is obtained within one working day of the event. An employee who works overtime without prior approval is subject to disciplinary action, up to and including termination.

Harmony does not offer compensatory time but may reduce work hours in a workweek such that actual work time during the workweek does not exceed 40 hours.

Lost/Stolen Paychecks

Lost or stolen paychecks should be reported to the Payroll Department immediately. The Payroll Department will issue a stop payment on the lost or stolen check. Only after receiving confirmation from Harmony's financial institution that a check has been stopped will a new check be issued.

Authorized Check Pick Up

Harmony will 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 Payroll Department prior to any paycheck being released.

Direct Deposit

All faculty and staff are strongly encouraged to take advantage of the many advantages of direct deposit. In addition to being efficient and convenient, direct deposit is the most reliable method of receiving pay. Employees must authorize Direct Deposit online through their Munis Employee Self Serve account. A notification period of one pay period is necessary to activate this service. If the employee provides incorrect information which causes the direct deposit to be rejected, Harmony will issue a new paycheck after the money is returned to Harmony's bank.

Administrative Pay Corrections

In the event of an error in payment, the employee should contact his or her supervisor as soon as possible. The supervisor will then contact the Payroll Department and send the necessary paperwork to correct the matter. When the Payroll Department receives the correction, a determination will be made as to how the error is to be corrected – either through a manually created paycheck or in the individual's subsequent paycheck. Any questions concerning how or when corrections will be made should be directed to the appropriate supervisor and/or the Payroll Department.

Unclaimed Payroll Checks

In the event an employee does not collect their pay within 90 days, Harmony will secure such pay and the wages will still be recorded. The employee will be required to present proper identification to Harmony before pay will be reissued. In the event that 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.

Employee Advances

It is against Harmony policy to issue payroll advances to employees.

Deductions From Pay

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

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

Deductions Required by Law

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

- Federal Income Tax Withholding (based on IRS Form W-4)
- Medicare
- Social Security (for non-TRS eligible employees only)
- Teacher Retirement System (TRS – two deductions):
 - Retirement – employee retirement account
 - Insurance– active member contribution to retirees' health insurance program
- Insurance coverage (optional)

Social Security/Medicare Taxes

The amounts withheld are based upon a tax rate set by law and are applied up to a certain specified amount of annual earnings. Harmony is liable for an amount equal to the amount of tax paid by the employee at the time the wages are paid.

Federal Withholding Income Tax

Federal income tax will be withheld from each employee's paycheck. The amount is shown on the paycheck stub under the heading "Federal Withholding." The Internal Revenue Service (IRS) requires that deductions be made based on an employee's gross earnings in accordance with established withholding tax tables in effect at the time of withholding. The classification used to determine the amount of tax withheld is taken from the Employee's Withholding Allowance Certificate (Form W-4). The withheld tax is forwarded to the IRS, and the employee is given credit toward payment of their individual income tax.

Wage Garnishments

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

Exemption from Withholding

If an employee wishes to claim an exemption from withholding, he or she must fill out the qualifying section of the W-4 form. If the Payroll Department determines that the employee does not qualify for an exemption based upon the qualifying statement in the W-4, exemption status may be denied.

Change in Withholding Status

Employees must file a revised W-4 form to change withholding status. The Payroll Department will not make changes in an employee's withholding status based upon a verbal or email request. Please note that in accordance with IRS guidelines, if marital status is not checked, the default Single will be entered and if allowances are not completed, the default zero (0) will be entered.

Wage and Tax Statements

All employees will receive a Wage and Tax Statement (Form W-2) from Harmony 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 Payroll Department and distributed on or before January 31st of each year.

Health Insurance

Health insurance coverage is available to TRS eligible Harmony employees. The health insurance plan provider and plan premiums are designated by TRS and may change periodically. Harmony's contribution to employee insurance premiums is determined annually by the Board of Directors. An employee may pay a group rate to add his or her spouse, children, or other eligible family members to an insurance policy.

Detailed descriptions of insurance coverage, prices, and eligibility requirements are provided to all employees in a separate booklet.

Employee Assistance Program (EAP)

Harmony offers employees and their dependents confidential support, resources and information for personal and work-life issues. These services are initially provided at no charge to you for work-life solutions, personal legal support, financial information, and counseling services. For more information, please contact benefits@harmonytx.org or leave@harmonytx.org.

COBRA Coverage

Harmony will notify employees of their potential rights to benefit continuation under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") upon separation from employment. Under COBRA, benefit continuation coverage is generally available for the following qualified beneficiaries:

- To the employee for 18 months after a termination (other than for gross misconduct) or reduction in hours. An employee providing notice of being disabled under Title II or XVI of the Social Security Act before the end of the initial 18 months of coverage shall be offered up to 29 months of continuation coverage.
- To dependents of the covered employee for 36 months after the employee becomes eligible for Medicare benefits.
- To dependents of the covered employee for 36 months after the employee's death or the divorce or legal separation of the employee from a spouse.
- To a dependent child for 36 months after the child ceases to be a dependent under the terms of the plan.

Employees and dependents that are covered by the group health plan at the time of the qualifying event are eligible to continue coverage. If a qualifying event is either: (a) the divorce of an employee; or (b) a child becoming ineligible for coverage, the eligible participants must notify the Benefits or Payroll Department in writing. The Benefits or Payroll Department will then give written notice to the participants of the continuation option. If the qualifying event is the employee's death, Medicare eligibility, or termination of employment (or reduction of hours), the Benefits or Payroll Department will give written notice to the participants of the continuation option.

Eligible participants have 60 days to give written notice to the Benefits or Payroll Department of a desire to continue coverage. The election must specify names of covered individuals and the reason for and the date of the qualifying event.

As long as the premium is paid on a timely basis, the participants' coverage will continue unless:

- The benefit time period expires

- A continued participant has coverage under any other group health plan, which does not contain an exclusion for any preexisting condition of the participant
- Coverage ceases for failure to pay the premium
- A continued participant becomes entitled to Medicare benefits; or
- Harmony no longer provides group health coverage for its employees.

Benefits for continued participants will be the same as those for active employees. Rates will be based upon the rates for active employees, without Harmony's contribution. If Harmony changes benefits or rates, the continued participants will receive the new benefits and a new rate.

A service fee of 2% of the premium may be added to the premium and is payable by the continued participant to Harmony on a monthly basis. An extra premium of 50% may be added for participants who extend coverage from 18 to 29 months. The participant is responsible for the premium payment.

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 Director of Employee Relations.

Workers' Compensation Benefits

In accordance with state law, Harmony Public Schools provides workers' compensation benefits to employees who suffer a work-related illness or are injured on the job. Workers' Compensation benefits help pay for medical treatment and make up for part of the income lost while recovering. All work-related illnesses, accidents, or injuries must be reported immediately to the employee's supervisor (Principal at a campus and the employee's direct supervisor at other locations). All appropriate incident forms must be completed and submitted to Harmony's insurance carrier within 24 hours of the incident. Employees who are unable to work due to a work-related injury will be notified of their rights and responsibilities under the Texas Labor Code. You will need to contact and coordinate with Texas Mutual Insurance Company, Harmony's Workers' Compensation Insurance vendor, regarding their requirements as to which providers you may use to receive full coverage.

An employee absent because of a job-related illness or injury may also be placed on FMLA Leave or Unpaid Non-FMLA Leave for First Year Employees, as applicable. Employees with questions about workers' compensation should contact the Harmony Public Schools Insurance Coordinator at 713.343.3333 or the Texas Workers' Compensation Commission at 1-800-452-9595.

Physical Assault by a Student or Parent

In addition to any other leave provided by HPS, if your injuries were caused by a physical assault by a student or parent during the performance of your regular job duties, you may be eligible for short-term paid leave from HPS in coordination with workers' compensation benefits. If you claim your injuries are due to an assault from a parent or student and you need time off to recuperate from your injuries, at your request, HPS will assign you to HPS Assault Leave while the claim is investigated. If approved, HPS Assault Leave is considered additional paid leave and will not be deducted from accrued PTO. Under HPS Assault Leave, your pay will be coordinated with temporary income benefits due from workers' compensation during the initial period of your leave (up to a maximum of 7 days) so that your total compensation from temporary income benefits and HPS Assault Leave policy benefits for that initial period of leave equals 100 percent of your regular rate of pay. However, if the investigation does not support a finding that your injuries were caused by an assault, we may change the leave status and charge any paid leave against your accrued PTO or against your pay if insufficient PTO leave is available.

Fraudulent Claims for Workers' Compensation

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

Return to Work Policy

Employees out on Workers' Compensation will be entitled to reinstatement pursuant to applicable laws and the terms of Harmony's absence control policy upon a timely return to work. Employees out on a workers' compensation leave of absence are required to notify Harmony's Leave Department within seven days, if they have been released for light duty, if found by any physician to have reached maximum medical improvement, if there is a change of address or phone number, or if released for full duty return to work. Upon expiration of a Workers' Compensation absence, and prior to returning to work, the employee must obtain a physician's release and provide it to the HR Department or the employee's supervisor.

Teacher Retirement

Employees should refer retirement questions to TRS. TRS eligibility is established by state law and regulation. Employees who plan to retire under TRS should notify the Teacher Retirement System as soon as possible. Information on the application procedures for TRS benefits is available from TRS at Teacher Retirement System of Texas, 1000 Red River Street, Austin, Texas 78701-2698, or call 800-223-8778 or 512-542-6400. TRS information is also available on the Web (www.trs.texas.gov).

ATTENDANCE, LEAVE AND ABSENCES

Attendance

Harmony Public Schools expects regular and prompt attendance from all its employees in accordance with Board Policy. Excessive absences and tardiness places an unfair burden on co-workers, and will be a significant factor in an employee's continued employment, performance appraisals, salary reviews and advancement opportunities.

Employees are expected to:

- 1) Arrive to work and be at their assigned duty station at their scheduled start time.
- 2) Remain at their duty station unless the needs of the job require being elsewhere or as authorized by their supervisor, except during authorized breaks.
- 3) Take only the time normally allowed for breaks as authorized by their supervisor.
- 4) Non-exempt employees should leave promptly at the end of their scheduled workday, unless given permission by their supervisor to work past that time.
- 5) Call in and personally notify a supervisor if they will be absent or tardy, according to campus absence reporting procedures.

Scheduling and Attending Parent-Teacher Conferences

Parents are the first educators and must be treated with respect. Teachers are responsible for attending and conducting all Parent Open House Meetings unless approved in writing by a Principal.

Individual parent conferences must be scheduled during non-instructional hours. Teachers are expected to call parents of students who are at risk of failing starting the third week of school after benchmarks. Teachers are expected to make positive phone calls to parents. Parent-Teacher conferences are not to be scheduled during instruction time. Teachers are also expected to call parents to invite them to "Parent Nights."

Leaving the Classroom

Students must be supervised at all times – it only takes a second for something to happen. If it is necessary to leave the classroom, a teacher must notify the school office or another teacher immediately. It is the teacher's responsibility to ensure their class is supervised and covered at all times if he or she cannot be in a scheduled class for any period of time.

All employees must obtain authorization from the campus Principal when leaving the school during scheduled work hours, except during scheduled lunch breaks.

Tardiness

Employees are required to notify their campus Assistant Principal or supervisor no later than one hour before the start of the school day on any day that the employee suspects that he or she may be late in reporting to his or her assigned campus, unless it is not practicable for the employee to do so. Notification by a friend, spouse or other relative is not acceptable, unless the employee is physically unable to make the notification personally. If, for some reason, the Assistant Principal or supervisor cannot be reached, the employee is responsible for contacting the campus main office. **NOTE:** It is the employee's responsibility to ensure that the school is notified in a timely manner so that a substitute can be scheduled.

Excessive tardiness will result in corrective action as stipulated for absences, up to and including the possibility of termination. Assistant Principals must notify the Principal regarding excessive tardiness for all campus employees.

Attendance Records

Supervisors are responsible for maintaining accurate attendance records for all employees under their supervision. Accurate attendance records are valuable and necessary tools for performance appraisal, discipline, overtime pay calculations and determination of salary continuation during absences.

Excessive Absenteeism or Tardiness

Excessive absenteeism, tardiness, and leaving work prior to the designated time constitute grounds for any of the following disciplinary action:

- 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.

Absences

Regular attendance on the job is very important to the proper functioning of Harmony and is therefore a condition of continued employment. It is the responsibility of all employees to maintain prompt regular attendance to ensure the smooth functioning of their own jobs and avoid inconveniencing or disturbing other interrelated jobs.

When it is necessary for an employee to be absent, the procedures listed below will be followed:

- Employees are expected to report anticipated absences to the campus/district office/CO supervisor as soon as possible. In extreme emergencies or after one hour before school starts, continue calling the school office until you speak to someone directly.
- All absence requests are required to be entered into Frontline. Employees are required to follow campus reporting procedures.

Failure of an employee to give the notification of absence to his or her supervisor in a timely manner for three or more consecutive workdays, unless prevented by circumstances beyond the employee's control, may be considered to be a voluntary resignation/job abandonment as of the last day worked in accordance with applicable federal and state laws.

Each teacher is required to have a substitute folder readily accessible containing the following:

- Lesson plans
- Alternative activities, if needed
- Seating charts, if applicable
- Class rolls
- Discipline plan
- Fire drill and disaster routes
- Name and room number of a staff member to answer questions, as well as the names of helpful students; and
- Special instructions unique to your location or subject area.

Local Leave

Harmony Public Schools does not participate in State Personal Leave Program; therefore, accumulated state personal leave days from other Texas School Districts cannot be transferred in or out of the Harmony system.

Employees must follow established procedures for reporting and requesting any leave.

Harmony Public Schools offers Local Leave to employees for employee use at the beginning of each school year. An employee's maximum Local Leave is as follows:

Personal/Sick Day Leave (Paid Time Off)

- Non-exempt and part-time employees may earn up to seven Paid Time Off (PTO) days of leave per school year.
- Exempt teachers and exempt professional employees who work 201-day calendar may earn up to eight PTO days of leave per school year.
- Exempt professional employees and administrators who work 215-day calendar may earn up to ten PTO days of leave per school year.
- Interns are not eligible for PTO.

Personal/sick leave (PTO) days are earned and placed in employee's PTO bank at a rate of one-half day for each 11 workdays of employment, up to the maximum allowed, per school year. One PTO day is equivalent to one calendar workday, including light Friday workdays. However, PTO days are readily available for use by all employees.

PTO days may be used for anticipated and unanticipated leave.

Anticipated leave is taken at an employee's discretion and must be scheduled in advance. Anticipated local leave may not be taken for more than three consecutive days, except in extenuating circumstances as determined by the Area Superintendent or Principal. Before taking anticipated leave, an employee must submit a written request to his or her campus Principal or supervisor within five days in advance of the anticipated absence. The effect of the employee's absence on the educational program and the availability of substitutes are factors that will be considered before leave is granted. Anticipated local leave is granted on a first-come first-served basis.

Unanticipated leave is unexpected leave taken for personal and family illness, emergency, a death in the family, or active military service. This type of leave allows very little or no advance planning. Teachers will have leave reduced from their

paid time off leave banks in ½ day increments, all other exempt employees in one-day increments, and non-exempt employees in minute increments.

If an employee leaves employment with Harmony before the end of the work year, the cost of any unearned used leave days taken will be deducted from the employee's final paycheck as defined in the Employee Handbook and as allowed by law. At the end of each school year, earned unused PTO days will not roll over. Instead, employees will be compensated as stated in the Compensation Manual.

Anticipated leave, as defined above, may not be taken under the following circumstances, absent extenuating circumstances as determined by the Area Superintendent or Principal:

- The first or last day of the school
- The day before a school holiday.
- The day after a school holiday.
- Days scheduled for end-of-semester or end-of-year exams.
- Days scheduled for state assessments (*i.e.*, STAAR exam).
- System-wide norm-reference testing days.
- Professional or staff development days.

Central Office employees may be exempted from these circumstances except professional and staff development days.

An employee who takes unapproved PTO on a “black out” day will have the absence counted as an unpaid absence (to the extent allowed under applicable law). Additionally, PTO-sick days taken on “black out” days will require medical certification upon return. If medical certification is not provided, the absence will be treated as an unpaid absence (to the extent allowed under applicable law).

Workday calendars are shared well in advance and must be consulted for all anticipated absences to ensure personal plans are not made in conflict with this policy.

Leave Options for Absences of Less than One-half Day (Paraprofessional and Auxiliary Employees Only)

The following leave options are available for paraprofessional and auxiliary employees upon supervisory approval:

- The employee “makes-up” missed time during the same workweek as an absence rather than take paid leave.
-
- Once all paid leave is exhausted, the employee will be docked the number of minutes missed each work week, when the employee works less than the minimum scheduled work hours for the week (typically 40 hours for a 5 day work week).

Medical Certification

Any employee who is absent more than three days because of a personal or family health issue must submit a medical certification from a qualified health care provider confirming the specific dates of the health issue and the nature of the health issue; otherwise, the absences will be considered unexcused.

Forfeiture of Leave

Local leave does not accumulate or roll forward from year to year, and is forfeited upon resignation, retirement, or termination from employment.

Leave of Absence | Extraordinary Circumstances

In addition to the leave programs described in the Attendance, Leave and Absences section of this Handbook, federal, state, or local laws may grant further leave rights and/or benefits on a temporary or ongoing basis. In such cases, those additional rights and/or benefits will be addressed in separate documents/communications to the affected employees.

Limitations on Leaves of Absence (Unavailability for Work)

With the exception of leaves of absence for military duty or approved leave under the FMLA, if an employee accumulates more than **three 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 Harmony 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.

Military Leave

Harmony is committed to protecting the rights of employees absent on military leave, and complying with all employment and reemployment rights granted under the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”) and corresponding state military leave rights. Specifically, Harmony will not deny employment, reemployment, retention, promotion, or any benefit of employment based on an individual’s membership, or application for membership, in the uniformed services. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under USERRA and corresponding state law. If any employee believes that he or she has been subjected to discrimination in violation of this provision, the employee should immediately contact Human Resources

Service members of the Texas military forces who are ordered to state active duty or to state training and other duty by the Governor, the Adjutant General, or another proper authority under Texas law are entitled to the same benefits and protections provided to persons performing service in the United States uniformed services.

Eligibility

Employees taking part in a variety of military duties are covered under this policy. This includes leaves of absence taken by members of the United States uniformed services, including active duty, reserve, or National Guard, for training, periods of active military service, funeral honors duty, and time spent being examined to determine fitness to perform such service. Subject to certain exceptions under the law, these benefits are generally limited to five years of leave of absence.

Procedures for Military Leaves of Absence

Employees must contact Human Resources to obtain a military leave of absence form. Notice of the need for leave should be provided as far in advance as is reasonable under the circumstances, unless providing advance notice is prevented by military necessity or is otherwise impossible or unreasonable. Written notice is preferred, but not required under law.

Human Resources will review the request for military leave of absence and issue written notice as to whether the request is approved. Please note that military leave is based on calendar days. Breaks such as summer and winter break are included in this count.

Benefits

An employee on military leave is entitled to continuation of health insurance coverage as follows:

- Absences of 31 or more days: The employee may elect to continue coverage for up to 24 months or for the period of military service (including the time period allowed to reapply for reemployment), whichever is shorter. The employee may be required to contribute up to 102% of the overall (both employer and employee) premium.

Upon reinstatement, the employee must be reinstated immediately into the health plan without any waiting periods or pre-existing condition exclusions.

- Absences of fewer than 31 days: The employee is entitled to coverage under the health benefits plan as if he or she were employed continuously. The employee must continue to pay his or her portion of the regular premium.
- If the employee is participating in TRS-ActiveCare, the employee must elect to continue participation in the plan. If the employee does not elect continuation, coverage will end on the last calendar day of the month in which the employee enters active, full-time military service.

Group term life insurance provided by Harmony will terminate the day the employee becomes active military. Group long-term disability insurance provided by Harmony will terminate the day the employee becomes active military. Voluntary supplemental insurance will terminate the day the employee becomes active military. Converting to an individual policy may continue voluntary dependent life insurance coverage.

With respect to any retirement plan sponsored by Harmony, employees who have taken military leave will be credited upon reemployment for purposes of vesting with the time spent in military service and will be treated as not having incurred a break in service. Upon reemployment, the employee may, at his or her election, make any or all employee contributions that the employee would have been eligible to make had employment not been interrupted by military service. Such contributions must be made within a period that begins with the individual's reemployment and that is not greater than three times the length of the employee's military service. Employees will also receive all Harmony matches for such contributions.

Please contact Human Resources for additional information on benefit continuation during a military leave of absence.

Employees on a military leave of absence may elect, at his or her option, to use paid leave available; the remainder of military leave will be unpaid. Employees will not accrue paid leave during periods of military leave.

Reemployment

To be entitled to reinstatement following military service, the following conditions must be satisfied:

- The employee provided Harmony notice of the need for military leave.
- The period of military service did not exceed five. Years. (Note: Some types of duty do not count against this five-year limit. Employees with disabilities have two years after their return dates—for purposes of recuperation and convalescence—to seek reemployment.)
- The employee was released under honorable conditions.
- The employee returned and reapplied for re-employment within the following time restrictions:
 - Leaves of fewer than 31 days: The employee must report to work on the first regularly scheduled work period following the completion of military service; no application is required.
 - Leaves of more than 31 but fewer than 180 days: The employee must apply for reinstatement within 14 days after completion of military service.
 - Leaves of more than 180 days: The employee must apply for reinstatement no more than 90 days after completion of military service.

When the employee returns from military service, he or she is entitled to return to the position the employee would have attained if he or she had not been called to uniformed service. In limited circumstances based on business necessities, reinstatement may not be possible.

A reemployment position includes the seniority, status, and rate of pay that an employee would ordinarily have attained in the position, given the employee's job history, if the employee had been continuously employed.

Protection from Discharge

Under USERRA, a reemployed employee may not be discharged without cause: (1) for one year after the date of reemployment if the person's period of military service was for 181 days or more; or (2) for 180 days after the date of reemployment if the person's period of military service was for 31 to 180 days. Persons who serve for 30 or fewer days of military service are not protected from discharge without cause. Cause can be based on conduct or on job elimination. However, they are protected from discrimination because of military service or obligation.

General Benefits Upon Reemployment

Employees reemployed following military leave will receive seniority and other benefits determined by seniority that the employee had at the beginning of the military leave, plus any additional seniority and benefits the employee would have attained, with reasonable certainty, had the individual remained continuously employed. An employee's time spent on active military duty will be counted toward eligibility for FMLA leave.

Family and Medical Leave Act (FMLA)

The [Family and Medical Leave Act](#) (FMLA) provides employees who meet the eligibility criteria with unpaid leave for certain family and medical reasons during a 12-month period. During a period of FMLA 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, employees generally have the right to return to the same or to an equivalent position, equivalent pay, benefits and working conditions.

Employees requesting FMLA should submit their request to leave@harmonytx.org. Except in an emergency, FMLA requests must be submitted to Human Resources prior to the 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 leave.

Employment Eligibility Criteria

To be eligible for FMLA leave, an employee must have been employed by Harmony Public Schools:

- 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
- The employee must work at a worksite –
 - With 50 or more employees; or
 - 50 or more employees are located within 75 miles of the worksite.

Events That May Entitle Employees to FMLA Leave

An eligible employee will 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.
- For qualifying exigencies related to the deployment or military service of a family member who is the employee's spouse, child, or parent.

Service Member FMLA Leave

An eligible 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. (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.)

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. (Does not include those on the Permanent Disabled Retired List or Active-Duty Military). An employee may also be granted Qualifying Exigency FMLA leave if Harmony and the employee agree that the leave qualifies as an exigency and agree to the timing and duration of the leave.

With respect to both Qualified Exigency and Service Member Family leave, eligible employees may take the leave intermittently or on a reduced leave schedule. However, if an employee has accrued paid leave (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 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 workweeks leave period.

Certification of Leave

The first time an employee requests Qualifying Exigency leave, Harmony 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, Harmony 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 eligible 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.

Maximum Amount of FMLA Leave Within a 12-Month Period

Except as provided above, an eligible employee is entitled up to 12 workweeks of unpaid leave during a 12-month period for any FMLA qualifying reason(s). Harmony utilizes a fixed 12-month “leave year” beginning on August 1 of each calendar year to determine the 12-month period in which FMLA leave is available. An 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 Harmony, they are entitled to a combined total of 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 an 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 12 workweeks per person.

If Harmony's activity temporarily ceases and employees generally are not expected to report for work for one or more weeks – e.g., a school closing for Spring Break or for the Christmas/New Year holiday – those days do not count against an employee's FMLA leave entitlement. Similarly, the time during summer vacation when the employee is not required to report to work does not count against the employee's FMLA leave entitlement.

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 employee may take leave intermittently, or on a reduced leave schedule, only if Harmony agrees.

Transfer to an Alternative Position

If an employee requests intermittent or reduced schedule leave that is foreseeable based on planned medical treatment, Harmony 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. Harmony must account for intermittent or reduced schedule leave using an increment no greater than the shortest period of time that it uses to account for use of other forms of leave, provided the increment is not greater than one hour.

Request for FMLA Leave

Any absence of five or more days for an illness or medical condition may be designated FMLA leave and will require appropriate documentation. Employees should request FMLA leave by notifying their campus Principal and the Leave Department. The employee must complete the Department of Labor's form WH-380-E (or WH-380-F as appropriate) made available from the Department of Labor or from the Leave Department. Completed forms should be returned to the Principal and the Leave Department.

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When such notice is not possible, the employee must provide notice as soon as practicable, and generally must comply with Harmony's call-in procedures.

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

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

When leave is taken to care for a family member, Harmony 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 HR Department.

If Harmony deems the medical certification to be incomplete or insufficient, Harmony will specify, in writing, what information is lacking, and the employee will have seven calendar days to cure the deficiency. It is the employee's responsibility to provide a complete and sufficient certification. Such failure to provide complete and sufficient certification, despite the opportunity to cure any deficiency, may lead to denial of FMLA leave. Harmony may (a) have a designated health care provider, the leave administrator or other official (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 Harmony 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 Harmony's designation and expense. If the initial and second certifications differ, Harmony may, at its expense, require the employee to obtain a third, final and binding certification from a jointly selected health care provider.

During FMLA leave, Harmony 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 Harmony 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 Harmony 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, Harmony may require a fitness-for-duty certification before an employee's return to work from intermittent leave.

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

Use of Paid and Unpaid Leave

If an employee has accrued paid leave, he or she must substitute any qualifying paid leave for unpaid FMLA leave first. Substituted paid leave will run concurrently with 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 workweeks period. During the period that an employee takes a leave of absence, including FMLA, he or she is not eligible to accrue paid time off benefits. Accruals will resume upon the employee's return to work.

Designation of Leave

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

FMLA 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 job actual teaching or instructing, nor does it include auxiliary personnel such as counselors, psychologists, or curriculum specialists. It also does not include cafeteria workers, maintenance workers, or bus drivers.

Failure to Provide Notice of Foreseeable Leave

If an instructional employee does not give required notice of foreseeable FMLA leave to be taken intermittently or on a reduced schedule, Harmony may require the employee to take leave of a particular duration or to transfer temporarily to an alternative position. Alternatively, Harmony 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, Harmony 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, Harmony may not require an employee to take more FMLA leave than the employee needs. The FMLA recognizes exceptions where instructional employees begin leave near the end of a semester. As set forth below, Harmony may, in certain cases, require the employee to take leave until the end of the semester.

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

If Harmony requires the employee to take leave until the end of the semester, only the period of leave until the employee is ready and able to return to work will be charged against his or her FMLA leave entitlement. Any additional leave required by Harmony to the end of the semester is not counted as FMLA leave; however, Harmony will 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

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

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

During Last Five Weeks of the Semester

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

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

During Last Three Weeks of the Semester:

Harmony may require an instructional employee to continue taking leave until the end of the semester if the employee begins leave during the three-week period before the end of the semester for any reason other than the employee's own serious health condition or a Qualifying Exigency.

FMLA and Workers' Compensation

A serious health condition may result from injury to the employee "on or off" the job. If Harmony designates the leave as FMLA leave, the leave counts against the employee's FMLA leave entitlement. Because the workers' compensation absence is not unpaid, neither the employee nor Harmony may require the substitution of paid leave. However, Harmony and an employee may agree, where state law permits, to have paid leave supplement workers' compensation benefits.

If the health-care provider treating the employee for the workers' compensation injury certifies that the employee is able to return to a "light duty job" but is unable to return to the same or equivalent job, the employee may decline Harmony's offer of a "light duty job." As a result, the employee may lose workers' compensation payments, but is entitled to remain on unpaid FMLA leave until the employee's FMLA leave entitlement is exhausted. As of the date workers' compensation benefits cease, the substitution provision becomes applicable and either the employee may elect, or Harmony may require the use of accrued paid leave.

Maintenance of Health Benefits

During any FMLA leave, Harmony must maintain the employee's coverage under any group health plan on the same conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period.

An employee may choose not to retain group health plan coverage during FMLA leave. However, when the employee returns from leave, the employee is entitled to be reinstated on the same terms as before taking leave without any qualifying period, physical examination, exclusion of pre-existing conditions, and the like.

Payment of Premiums

During FMLA leave, the employee must continue to pay his or her share of group health plan premiums. Payroll deductions for the days missed due to FMLA absences will be spread out to ensure enough money is left each pay period to cover the amount owed for benefits premiums. If premiums are raised or lowered, the employee will be required to pay the new premium rates.

Failure to Pay Premiums

Unless Harmony has an established policy providing a longer grace period, Harmony's obligations to maintain health insurance coverage cease if an employee's premium payment is more than 30 days late. In order to terminate the employee's coverage, Harmony must provide written notice to the employee that the payment has not been received. Such notice must be mailed to the employee at least 15 days before coverage is to cease, advising that coverage will be dropped on a specified date at least 15 days after the date of the letter unless the payment has been received by that date. Coverage for the employee may be terminated at the end of the 30-day grace period, if the required 15-day notice has been provided.

Upon the employee's return from FMLA leave, Harmony must still restore the employee to coverage/benefits equivalent to those the employee would have had if leave had not been taken and the premium payment(s) had not been missed. The employee may not be required to meet any qualification requirements imposed by the plan, including any new preexisting condition waiting period, to wait for an open season, or to pass a medical examination to obtain reinstatement of coverage.

Recovery of Benefit Cost

If an employee fails to return to work after FMLA leave has been exhausted or expires, Harmony may recover from the employee its share of health plan premiums during the employee's unpaid FMLA leave, unless the employee's failure to return is due to one of the reasons set forth in the regulations. Harmony may not recover its share of health insurance premiums for any period of FMLA leave covered by paid leave.

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.

Right to Reinstatement

On return from FMLA leave, an employee is entitled to be returned to the same position the employee held when leave began, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee is entitled to reinstatement even if the employee has been replaced or his or her position has been restructured to accommodate the employee's absence. However, an employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.

Outside Employment During FMLA Leave or Unpaid non-FMLA Leave for First-Year Employees

It is Harmony's policy to prohibit outside employment (as defined in the Conflicts of Interest policy – page 73) that interferes with or detracts from an employee's ability to function in his or her employment with Harmony. This restriction of outside employment also applies during any period of FMLA leave or Unpaid non-FMLA Leave for First-Year Employees. Violation of this policy may result in immediate termination of both the leave of absence and employment, or some other form of disciplinary action.

Pay Increases and Bonuses

An employee is entitled to any unconditional pay increases that may have occurred during the FMLA leave period, such as cost of living increases. Pay increases conditioned upon seniority, length of service, or work performed must be granted in accordance with Harmony's policy, procedure or practice with respect to other employees on an equivalent leave status for a reason that does not qualify as FMLA leave.

Equivalent pay includes any bonus or payment, whether it is discretionary or non-discretionary. However, if a bonus or other payment is based on the achievement of a specified goal such as hours worked, products sold, or perfect attendance, and the employee has not met the goal due to FMLA leave, then the payment may be denied, unless otherwise paid to employees on an equivalent leave status for a reason that does not qualify as FMLA leave. For example, if an employee who used paid vacation leave for a non-FMLA purpose would receive the payment, then an employee who used paid vacation leave for an FMLA-protected purpose also must receive the payment.

Key Employees

Harmony may deny job restoration to a key employee, as that term is defined in law, if such denial is necessary to prevent substantial and grievous economic injury to the operations of Harmony.

Requests for FMLA Leave

An employee giving notice of the need for FMLA leave must state a qualifying reason for the leave and otherwise satisfy the requirements for notice of foreseeable and unforeseeable leave, as described below. The employee need not expressly assert rights under the Act or even mention the FMLA.

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. Harmony may recover from the employee such portion of health insurance premiums paid on the employee's behalf during any unpaid FMLA leave. Recovery may be made through deductions from any outstanding sums due to the employee, except where prohibited by federal or state law, or through legal action against the employee.

For further information or clarification about FMLA leave, please contact the HR Department.

For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-497-9243) TTY: 1-877-889-5627

www.dol.gov/whd

Requests for FMLA Leave

An employee giving notice of the need for FMLA leave must state a qualifying reason for the leave and otherwise satisfy the requirements for notice of foreseeable and unforeseeable leave, as described below.

Foreseeable Leave

An employee must provide his or her immediate supervisor at least 30 days' advance notice before FMLA leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or of a family member, or the planned medical treatment for a serious injury or illness of a covered service member. If 30 days' notice is not practicable, the employee must give notice as soon as practicable, generally on the same day as or next business day after the reason for the leave is known. For leave due to a qualifying exigency, the employee must provide notice as soon as practicable regardless of how far in advance the leave is foreseeable.

When planning medical treatment, the employee must consult with his or her immediate supervisor and make a reasonable effort to schedule the treatment so as not to disrupt unduly the Harmony's operations, subject to the approval of the health-care provider.

Unforeseeable Leave

When the approximate timing of leave is not foreseeable, an employee must provide notice to his or her immediate supervisor as soon as practicable under the facts and circumstances of the particular case.

Compliance with School Requirements

Harmony may require an employee to comply with its usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances. If an employee does not comply with usual notice and procedural requirements, and no unusual circumstances justify the failure to comply, FMLA leave may be delayed or denied.

Certification of Leave

Harmony may require that an employee's FMLA leave be supported by certification, as described below. Harmony shall give notice of a requirement for certification each time certification is required. At the time Harmony requests certification, Harmony must advise the employee of the consequences of failure to provide adequate certification.

Timing

In most cases, the employee's immediate supervisor will request certification at the time the employee gives notice of the need for leave or within five business days thereafter or, in the case of unforeseen leave, within five business days after the leave commences. Harmony may request certification at a later date if Harmony later has reason to question the appropriateness of the leave or its duration. The employee must provide the requested certification to his or her immediate supervisor within 15 calendar days after Harmony's request, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

Incomplete or Insufficient Certification

Harmony shall advise an employee if it finds a certification incomplete or insufficient and shall state in writing what additional information is necessary to make the certification complete and sufficient. Harmony must provide the employee with seven calendar days (unless not practicable under the particular circumstances despite the employee's diligent, good faith efforts) to cure any such deficiency.

A certification is "incomplete" if one or more of the applicable entries have not been completed. A certification is "insufficient" if it is complete, but the information provided is vague, ambiguous, or non-responsive. A certification that is not returned to Harmony is not considered incomplete or insufficient but constitutes a failure to provide certification.

Medical Certification of Serious Health Condition

When leave is taken because of an employee's own serious health condition, or the serious health condition of a family member, Harmony may require the employee to obtain medical certification from a health-care provider. Harmony may use DOL optional form WH-380-E when the employee needs leave due to the employee's own serious health condition and optional form WH-380-F when the employee needs leave to care for a family member with a serious health condition. Harmony may not require information beyond that specified in the FMLA regulations.

An employee may choose to comply with the certification requirement by providing Harmony with an authorization, release, or waiver allowing Harmony to communicate directly with the health-care provider.

Genetic Information

When requesting medical certification, Harmony shall comply with all requirements for requesting medical information under the Genetic Information Nondiscrimination Act ("GINA").

Authentication and Clarification

If an employee submits a complete and sufficient certification signed by the health-care provider, Harmony may not request additional information from the health-care provider. However, Harmony may contact the health-care provider for purposes of clarification and authentication of the certification after Harmony has given the employee an opportunity to cure any deficiencies, as set forth above. To make such contact, Harmony must use a health-care provider, a human resource professional, a leave administrator, or a management official. Under no circumstances may the employee's direct supervisor contact the employee's health-care provider.

“Authentication” means providing the health-care provider with a copy of the certification and requesting verification that the information on the form was completed and/or authorized by the health-care provider who signed the document; no additional medical information may be requested.

“Clarification” means contacting the health-care provider to understand the handwriting on the certification or to understand the meaning of a response. Harmony may not ask the health-care provider for additional information beyond that required by the certification form. The requirements of the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule must be satisfied when individually identifiable health information of an employee is shared with Harmony by a HIPAA-covered health-care provider.

Second and Third Opinions

If Harmony has reason to doubt the validity of a medical certification, Harmony may require the employee to obtain a second opinion at Harmony’s expense. If the opinions of the employee’s and Harmony’s designated health-care providers differ, Harmony may require the employee to obtain certification from a third health-care provider, again at Harmony’s expense.

Foreign Medical Certification

If the employee or a family member is visiting another country, or a family member resides in another country, and a serious health condition develops, Harmony shall accept medical certification as well as second and third opinions from a health-care provider who practices in that country. If the certification is in a language other than English, the employee must provide Harmony with a written translation of the certification upon request.

Recertification

Harmony may request recertification no more often than every 30 days and only in connection with an absence by the employee, except as set forth in the FMLA regulations. Harmony must allow at least 15 calendar days for the employee to provide recertification.

As part of the recertification for leave taken because of a serious health condition, Harmony may provide the health-care provider with a record of the employee’s absence pattern and ask the health-care provider if the serious health condition and need for leave is consistent with such a pattern.

Certification—Qualifying Exigency Leave

The first time an employee requests leave because of a qualifying exigency, Harmony may require the employee to provide a copy of the covered military member’s active-duty orders or other documentation issued by the military which 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.

Harmony may also require that the leave be supported by a certification that addresses the information at 29 CFR 825.309(b). Harmony may use DOL optional form WH-384, or another form containing the same basic information, for this certification. Harmony may not require information beyond that specified in the regulations.

Certification—Military Caregiver Leave

When an employee takes military caregiver leave, Harmony may require the employee to obtain a certification completed by an authorized health-care provider of the covered servicemember. In addition, Harmony may request that the employee and/or covered servicemember address in the certification the information at 29 CFR 825.310(c). Harmony may also require the employee to provide confirmation of a covered family relationship to the seriously injured or ill service member.

Harmony may use DOL optional form WH-385, or another form containing the same basic information, for this certification. Harmony may not require information beyond that specified in the regulations. Harmony must accept as sufficient certification “invitational travel orders” (“ITOs”) or “invitational travel authorizations” (“ITAs”) issued to any family member to join an injured or ill servicemember at his or her bedside.

Harmony may seek authentication and/or clarification of the certification under the procedures described above. Second and third opinions, and recertifications, are not permitted for leave to care for a covered servicemember.

Failure to Provide Certification

If the employee fails to provide Harmony a complete and sufficient certification, despite the opportunity to cure, or fails to provide any certification, Harmony may deny the taking of FMLA leave. This provision applies in any case where Harmony requests a certification, including any clarifications necessary to determine if certifications are authentic and sufficient.

Prohibition Against Discrimination and Retaliation

Harmony Public Schools shall not interfere with an employee's rights under the FMLA, or with legal proceedings or inquiries relating to an employee's rights. Specifically, Harmony shall not:

- Interfere with, restrain, or deny the exercise of (or attempts to exercise) any rights provided by the FMLA.
- Discharge or in any other way discriminate against any person (whether or not an employee) for opposing or complaining about any unlawful practice under the FMLA.
- Discharge or in any other way discriminate against any person (whether or not an employee) because that person has:
 - Filed any charge, or has instituted (or caused to be institute) any proceeding under or related to the FMLA
 - Given, or is about to give, any information in connection with an inquiry or proceeding relating to a right under the FMLA; and/or
 - Testified, or is about to testify, in any inquiry or proceeding relating to a right under the FMLA.

Unpaid non-FMLA Leave for First-Year Employees

An employee who is in the first year of his or her employment with Harmony, and therefore is not eligible for FMLA leave, may request an unpaid leave for a qualifying family or medical reason, as defined under the FMLA, as discussed above on page 33 of the Employee Handbook.

A first year employee will be eligible for Unpaid non-FMLA after being employed with Harmony for a minimum of 30 calendars days. A first-year employee who does not qualify for FMLA leave may take up to a total of **six weeks (30 days), including PTO days**, of Unpaid non-FMLA Leave for First-Year Employees within his or her first twelve months of service with Harmony. The availability of intermittent leave under this policy will be at the discretion of Harmony Public Schools based upon considerations of the ability to cover the employee's duties and any applicable legal requirements.

Harmony will maintain the employee's coverage under any group health plan during Unpaid non-FMLA Leave for First-Year Employees under this policy to the same extent as coverage would have been provided if the employee had been continuously working during the entire leave period. During the leave period, the employee must continue to pay his or her share of group health plan premiums. If premiums are raised or lowered, the employee will be required to pay the new premium rates.

Requesting Unpaid non-FMLA Leave for First-Year Employees

An employee is expected to provide at least 30 days' notice when requesting Unpaid non-FMLA Leave for First-Year Employees. When such notice is not possible, an employee is required to provide notice for the need for leave as soon as reasonably practicable. Leave requests that are not submitted within this timeframe may be denied.

To request Unpaid non-FMLA Leave for First-Year Employees, an employee must complete an Employee Request for Leave Form and have his or her physician complete the Unpaid non-FMLA Leave for First-Year Employees Request Form and submit these to leave@harmonytx.org.

Certifications for Unpaid non-FMLA Leave for First-Year Employees

Harmony will require certification from a physician of the employee's serious health condition. An employee must respond to a request for certification within 15 calendar days of the request. Failure to comply with this requirement will result in denial of Unpaid non-FMLA Leave for First-Year Employees and/or denial of reinstatement from Unpaid non-FMLA Leave for First-Year Employees, in which case the employee's leave would be unauthorized, subjecting the employee to discipline, up to and including termination.

If an incomplete medical certification is received, Harmony will provide the employee with the opportunity to either have the health care provider correct the certification or provide a written release for Harmony to contact the health care provider directly. The employee will have seven calendar days to resolve any deficiencies in the medical certification. If, after seven calendar days, the identified deficiencies have not been resolved, the request for Unpaid non-FMLA Leave for First-Year Employees will be denied.

Pay Status while on Unpaid non-FMLA Leave for First-Year Employees

An employee who is taking Unpaid non-FMLA Leave for First-Year Employees will be placed on unpaid status during the leave period. If an employee has accrued paid leave, he or she must first substitute any qualifying paid leave for Unpaid non-FMLA Leave for First-Year Employees. Substituted paid leave and workers' compensation leave (for occupational injuries or illnesses) will run concurrently with the Unpaid non-FMLA Leave for First-Year Employees. This means, that any *paid* leave (including workers' compensation leave) used for a serious medical condition will also reduce the employee's remaining entitlement to *unpaid* medical leave by the number of paid leave days used. The substitution of paid leave does *not* extend the six-week period of Unpaid non-FMLA Leave for First-Year Employees available under this policy.

Outside Employment During Unpaid non-FMLA Leave for First-Year Employees

It is Harmony's policy to prohibit outside employment that interferes with or detracts from an employee's ability to function in his or her employment with Harmony (as defined in the Conflict-of-Interest policy – page 72). This policy applies to employees on Unpaid non-FMLA Leave for First-Year Employees. Employees who violate the outside employment prohibition while on Unpaid non-FMLA Leave for First-Year Employees will lose their right to the leave and violations may result in disciplinary action, up to and including termination.

Return to Work Following Unpaid non-FMLA Leave for First-Year Employees

Employees are expected to be able to return to work by the end of their approved Unpaid non-FMLA Leave for First-Year Employees period. Prior to returning from leave for the employee's own serious health condition, the employee must provide a release from his or her healthcare provider confirming the employee has been released to return to work and identifying any potential medical restrictions on the employee's ability to perform his or her regular job duties. This information must be provided to Harmony as soon as reasonably possible, but in no event less than the day before the date of the employee's expected return to work date.

If the employee is released to return to work with medical restrictions, Harmony will discuss with the employee what reasonable accommodations may be provided to allow the employee to perform the essential functions of his or her position.

If an employee on approved Unpaid non-FMLA Leave for First-Year Employees is released to return to work sooner than the expected return date listed on the request for medical leave, the employee must notify the Principal and leave@harmonytx.org within two business days of receiving the release.

An employee who takes Unpaid non-FMLA Leave for First-Year Employees under this policy does not have job restoration rights. However, Harmony will attempt where reasonably possible to reinstate the employee to the same position or a position with equivalent status, pay, benefits, and other employment terms upon the employee's return before or at the end of the approved leave period. In the event that Harmony will be unable to hold open the position for the employee, the employee will receive written notice from Harmony two-weeks prior to filling the position.

Any employee who fails to return to work as scheduled following expiration of the approved leave period will be separated due to unavailability for work, except in limited circumstances where a brief extension may be provided as an accommodation to allow the employee to return to work in accordance with Harmony's neutral absence control policy (see "Limitations on Leaves of Absence" in the Employee Handbook).

Emergency Leave

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

Bereavement Leave

School employees may be absent, without loss of pay, in the event of the death of one of the following relatives of the employee or his or her spouse: husband, wife, child (including a biological, adopted, stepchild, a child for whom the employee stands in loco parentis, or foster child), father, mother, brother, sister, grandfather, grandmother, grandchildren, or any person who may be residing in the employee's household at the time of illness or death. No more than five paid bereavement leave days will be used for this purpose in any one school year. The request for the bereavement leave and the documentation must be submitted to the Leave Department within 30 days of the date(s) of absence so the absence may be amended in Frontline. Additional unpaid leave days may be requested and offered at the discretion of the campus Principal, Area Superintendent, and Department Chief.

Short Term Disability

While FMLA and non-FMLA for First Year Employees leave is generally unpaid, eligible employees in TRS-qualified positions may be able to benefit from Harmony's district-paid short-term disability ("STD") insurance benefit to help supplement an employee's income if an absence requires time away from work due to an injury or illness that is not work-related, or due to pregnancy. In order to qualify for STD insurance, an employee must meet all requirements set by the plan sponsor and effective January 1, 2024, the employee must also have worked with Harmony Public Schools for a minimum of 30 calendar days. Additional information on potential qualifying disabilities can be obtained through the Human Resources Department. If eligible, the plan sponsor will mail disability check(s) directly to the address the claiming employee provides on the claim form.

STD may also be available for the birth of an eligible employee's child (subject to requirements of the STD plan), if the employee has given birth and is the primary caregiver for the child during the planned period of absence. According to current STD plan rules, up to six weeks of postpartum disability may be allowed for routine pregnancies. Up to six weeks is also allowed on C-section deliveries for claimants working in sedentary occupations. An eight-week recovery period is allowed on C-section deliveries for claimants working occupations in the light to heavy range. Disability periods of lesser or greater length may be warranted by the medical and vocational factors specific to a given claim. Employees should inform the Principal immediately if they have been placed to bed rest by their health care provider during pregnancy.

The employee must return to work as soon as permitted by his or her health care provider. The employee must also complete and return all return-to-duty paperwork required under the STD plan.

Any form of approved STD will run concurrently with available unpaid FMLA leave for days on which employees would have been scheduled to work. The period of incapacity in which employees are eligible for receiving disability benefits also runs concurrently with all school breaks, holidays, or vacations. However, as employees are not scheduled to work (and are therefore not docked pay for missing work) during school breaks, holidays, and flex/vacations days, they are not eligible to receive STD benefits (which are intended to compensate for lost pay) for these time periods. This means if an employee is out on summer flex/vacations days for some portion of the period

of incapacity and is not docked pay for missing work on those days, they would not be eligible to have STD to supplement their income for those flex days as they would have no loss of income during this time.

Jury Duty, Grand Jury Service, and Other Court Appearances

Harmony may not discharge, threaten to discharge, intimidate, coerce, reduce the salary, or otherwise penalize or discriminate against an employee because of the employee's compliance with a summons to appear as a juror or a grand juror.

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

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

Voting Leave

Employees who have not voted during early voting are entitled to two consecutive hours on election day to vote. For most Harmony employees, the polls will be open for at least two consecutive hours either before the employee's workday begins or after it ends. In such cases, if the employee chooses to take two consecutive hours off during the workday to vote, that time off will be unpaid. However, if the employee's scheduled workday does not allow two consecutive hours when the polls are open either before or after work hours, the employee may have two consecutive hours of time off with pay to vote during the workday. 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-arranged.

Unpaid Flex Days/Summer Vacation

All employees agree to work a specific number of days as laid out in the Harmony Compensation Manual. Employees who work more than 189 days are scheduled to work during the summer months of June and July, but the days that they actually work are flexible and will vary from campus to campus.

If you are one of these employees, you will have a set number of flex days (vacation days) that you can take off based upon your scheduled number of workdays. Because these flex/vacation days are not part of your scheduled total workdays, they are not included in the calculation of your total expected compensation. Flex/vacation days do not carry over to the next school year.

Campus level employees, except maintenance staff and Campus Business Managers, can only use their flex/vacation days during the summer months once students have been released for summer break. District and Central Office employees, as well as maintenance staff, may be exempt from this rule with the approval of their supervisor (Principal, Area Superintendent or Department Chief).

Summer Extra Leave Policy

Harmony offers eligible staff members the opportunity to take additional vacation time under a special, voluntary, unpaid Summer Leave Program.

Eligibility

All professional employees and administrators who are on the 215-day calendar, as well as exempt central office employees, are eligible to participate in the Summer Leave Program.

Guidelines

- Summer Leave Program leave may be requested in weekly or daily increments only.
- All professional employees and administrators who are on the 215-day calendar, as well as Central Office Employees, may request up to, but no more than, six weeks (30 business days) of summer leave.
- Employee requests for summer leave should be made in writing by completing a Summer Leave Program Request Form and submitting it to the appropriate administrator, as identified below.
- All Summer Leave Program requests must be reviewed and approved by Harmony administrators prior to an employee taking summer leave. Approvals will be based on an assessment of overall staffing needs and scheduled projects/activities within a campus and/or department to ensure that satisfactory service may continue in the employee's absence, and will be considered on a "first come, first served" basis.
- Approved summer leave will run concurrently with other unpaid leave available to the employee.

Impact on Paycheck

Salary checks will be reduced by the amount of summer leave taken. Employees may contact the payroll department in the central office and ask for a written calculation of the net effect of the reduction in pay.

Note: Non-exempt salaried employees will have all such unpaid leave deducted from their salary, while exempt employees will experience salary reductions only in units of a full day or week at a time, depending upon the exact nature of the absence.

Requesting Summer Leave Program Time

To request summer leave, complete the Summer Leave Program Request Form and submit it to your school principal, Area superintendent, or the related executive officer in the Central Office. Request Forms should be submitted at least two weeks prior to your anticipated need for summer leave. Sudden, unplanned leave requests will not be considered.

To Change, Add, or Cancel a Summer Leave Program Request

To change, add to, or cancel an authorized Summer Leave Program request, you must complete a new Request Form and submit it to Human Resources at least one week before the original summer leave request would have taken effect.

Religious Observances

An employee requesting to attend a religious observance on a regularly scheduled school day may use local leave. In the event that all Personal Leave has been used, deductions from the employee's salary shall be made on the basis of the employee's daily rate of pay and as allowed under the FLSA. Harmony may require advance notice prior to an employee taking leave for a religious observance.

COMMUNICATIONS

Working with the Media

The Board of Directors has designated the Chief Communications Officer as the official point of contact for all media questions and inquiries. Any official statements from Harmony to the media are to be handled through the Chief Communications Officer at the Harmony Central Office or a designee. The Chief Communications Officer should be notified immediately if a member of the media attempts to contact a campus or campus employee, or if an event takes place which one could reasonably assume might attract news coverage.

Announcements

All written announcements, class newsletters or correspondence sent home must be approved by a Principal one day ahead of time. Only announcements concerning school activities will be accepted. No correspondence of any kind

should be sent out without a Principal's signature and approval. No notices should be posted without a Principal's initials. Where appropriate, the Principal will consult the Area Superintendent.

Distribution of Non-School Materials

Written or printed materials, handbills, photographs, pictures, films, tapes, or other visual or auditory materials not sponsored by Harmony Public Schools, or by a Harmony-affiliated school-support organization will not be sold, circulated, distributed, or posted on any Harmony premises by any employee, or by persons or groups not associated with Harmony, except in accordance with this section.

Harmony will not be responsible for, nor will it endorse, the contents of any non-school literature distributed on any Harmony premises.

For purposes of this provision, "distribution" means the circulation of one or more copies of material from a source other than Harmony.

Limitations on Content

Non-school literature will not be distributed on Harmony property if:

- The materials are obscene, vulgar, or otherwise inappropriate for the age and maturity of the audience.
- The materials endorse actions endangering the health or safety of students.
- The materials promote the illegal use of drugs, alcohol, or other controlled substances.
- The distribution of such materials would violate the intellectual property rights, privacy rights, or other rights of another person.
- The materials contain defamatory statements about public figures or others.
- The materials advocate imminent lawless or disruptive action and are likely to incite or produce such action.
- The materials are hate literature or similar publications that scurrilously attack ethnic, religious, or racial groups or contain content aimed at creating hostility and violence; and the materials would materially and substantially interfere with school activities or the rights of others.
- There is reasonable cause to believe that distribution of the non-school literature would result in material and substantial interference with school activities or the rights of others.

Prior Review

All non-school materials intended for distribution on Harmony campuses or other school premises will be submitted to the Superintendent or designee for prior review in accordance with the following:

- Materials will include the name of the person or organization sponsoring the distribution.
- Using the standards found at Limitations on Content, the Superintendent will approve or reject submitted materials within two school days of the time the materials were received.

Violations

Failure to comply with Harmony requirements regarding distribution of non-school literature will result in appropriate administrative action, including but not limited to confiscation of nonconforming materials and/or suspension of use of Harmony facilities. Law enforcement officials may be called when appropriate. Decisions made by the Administration may be appealed in accordance with the appropriate Harmony complaint policy.

GENERAL PROCEDURES

Federal and State Worksite Postings

Required state and federal postings are found at each Harmony facility. 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 & 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.

Workplace Safety

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

Harmony Public Schools 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 appropriate campus Assistant Principal. 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 campus Assistant Principal. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

Hazard Communication Act

Harmony 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 of each year, and maintain the list as required by law. Each workplace chemical list will 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.

Assistant Principals will notify employees who work in a Harmony building or facility of any planned pest control treatment by both of the following methods:

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

Occupational Safety and Health Administration (OSHA) Statement

Harmony is aware that the Occupational Safety and Health Administration (“OSHA”) has issued findings that a Texas open-enrollment charter school network **was not** a covered employer under the Occupational Safety and Health Act (the “OSHA Act”), meaning that OSHA **did not** have jurisdiction to review complaints of unsafe work practices under the OSHA Act.

While recognizing that Harmony may not be subject to the OSHA Act, we certainly prioritize employee health and safety. Information related to Harmony’s workplace safety is as follows:

Accidents and Injuries

Harmony 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. Harmony maintains a log of all occupational injuries and illnesses, and asks that employees report such injuries and illnesses within 48 hours so that Harmony may take appropriate action.

As Harmony Employees:

- You have the right to notify Harmony or appropriate authorities about workplace hazards. You may ask for appropriate authorities to keep your name confidential.
- You have the right to request an inspection if you believe that there are unsafe and unhealthful conditions in your workplace. In circumstances required by law, you or your representative may participate in that inspection.
- You can file a complaint under applicable law of retaliation or discrimination by Harmony for making safety and health complaints, or for exercising your rights as an employee.
- You have a right to see workplace safety citations issued to Harmony.
- You have the right to copies of your medical records and records of your exposures to toxic and harmful substances or conditions.
- You must comply with all occupational safety and health standards issued under applicable law that apply to your own actions and conduct on the job.

As Your Employer:

- Harmony must post notice informing you of applicable workplace safety requirements in your workplace.
- If a citation is issued upon Harmony by a regulating authority, the School must (1) post the citations at or near the place of the alleged violation; and (2) correct workplace hazards by the date indicated on the citation and must certify that these hazards have been reduced or eliminated.
- Harmony must furnish all employees a place of employment free from recognized hazards.

- Harmony must comply with the occupational safety and health standards issued by appropriate regulatory authorities.

Reporting Employee Injuries

Any employee suffering an injury or illness that is work-related is responsible for immediately reporting that illness or accident – no matter how minor – to the employee’s supervisor. The supervisor must report the accident or illness to the appropriate agency.

Employees failing to report a work-related illness or accident, or delaying such report, may have their Workers’ Compensation Insurance benefits adversely affected. Harmony requires that once an accident or injury has been reported, an injury report must be completed within 48 hours. Harmony pays for lost time necessary for appointments with physicians for treatment or examinations of compensable work-related injuries.

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, Harmony will orally report the fatality/multiple hospitalization by telephone or in person to the appropriate authority that is nearest to the site of the incident.

Reporting Procedures

Harmony will utilize appropriate 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.

Exposure Control Plan for Blood-Borne Pathogens

Harmony has adopted a plan concerning workplace exposure to blood-borne pathogens; these are viruses present in human blood and body fluids that can cause disease in humans. Harmony’s plan covers employees who could be “reasonably anticipated” to incur exposure to blood or other potentially infectious body fluids as a result of performing required job duties. Copies of the Exposure Plan are located in the office of each school campus and are available upon request.

The plan includes the personnel covered by the standard, the potential hazards of each job description, what measures will be taken to reduce the risk of exposure, and all forms necessary to carry out the plan. Harmony is committed to providing a safe and healthy work environment for all employees, not just those covered by the standard. If you feel you are at risk but are not among the identified people listed in the plan, you should complete the form entitled “Employee Exposure Determination Questionnaire” found in your school office and send the completed form to the Safety and Security Department. Since most Harmony employees are not “occupationally exposed” to blood-borne pathogens while performing their jobs, it is important for everyone in the school setting to understand the dangers of infection and safe procedures to minimize risk. A safe and effective Hepatitis B vaccination is available to “occupationally exposed” employees at no cost. However, all employees who have a blood-borne pathogen exposure while on the job will be referred to the nearest Occupational Health Center, or to their personal physician, or to an emergency room, as appropriate.

An exposure incident is a specific eye, mouth, or other mucous membrane, non-intact skin, or parental contact with blood or other potentially infectious materials. The employee should take a completed Exposure Form with them to the nearest Occupational Health Center. These forms can be obtained in your school office. Taking “universal precautions” will reduce the risk of infection. These precautions require taking routine care in handling blood and body fluids containing blood of all persons regardless of whether those persons are known to be infected with some specific disease-causing agent. Get in the habit of washing your hands with soap and running water for at least 10 seconds at regular times during the school day. All restrooms should be stocked with antibacterial soap. Disposable gloves should be worn when cleaning up blood, feces, vomit, and urine. This is to be done in addition to, not as a substitute for, hand washing. Gloves are the most widely used and basic form of personal protective equipment. Each Harmony campus will issue gloves to staff members. After use, the employee should contact the school office for new gloves. Gloves

should be removed immediately after finishing the task. Carefully dispose of trash that contains body wastes and sharp objects. Double bag (sealed plastic bag) any paper towels or any disposable materials containing blood or body fluids before putting in the trash can. All equipment and environmental working surfaces will be decontaminated after contact with blood or other potentially infectious materials. A 1:10 solution of sodium hypochlorite or EPA-registered germicidal detergent can be used. These supplies are located with custodians on each Harmony campus. An emergency “spill pack” is also available in the campus’s Assistant Principal’s office. Contact the School custodian to assist in proper cleaning and disposal of waste materials.

Safety Plans

General Safety

All employees are expected to work in a safe and prudent manner abiding by all safety related school policies and procedures. A clean, safe and organized work environment is essential. Using good housekeeping practices reduces the potential for and may lessen the severity of fires, which may result in injury and/or property damage. Additionally, good housekeeping practices ensure the best use of space and create a positive and pleasing school environment for the students, staff, parents, and visitors. Each employee is responsible for the safety and care of the building and environment.

Asbestos Management Plan

Harmony is committed to providing a safe environment for employees. An accredited management planner has developed an asbestos management plan for each school. A copy of Harmony’s management plan is kept in the Central Office and is available for inspection during normal business hours.

Pest Control Treatment

Employees are prohibited from applying any pesticide or herbicide without appropriate training and prior approval of the integrated pest management (IPM) coordinator. Any application of pesticide or herbicide must be done in a manner prescribed by law and Harmony’s integrated pest management program.

Employees should note that pesticides are periodically applied at campus facilities. Notices of planned pest control treatment will be posted in a school building 48 hours before the treatment begins. Notices are generally located in the main office of each campus. In addition, individual employees may request in writing to be notified of pesticide applications. An employee who requests individualized notice will be notified by telephone, written or electric means. Pest control information sheets are available from an Assistant Principal upon request.

Employees should immediately report any evidence of pest activity to school administrators.

Eye Protection

Employees who are working with hazardous chemicals should check the MSDS for the proper personal protective equipment. Safety glasses and goggles should be worn when the possibility of a splash is present.

First Aid Treatment

School nurses or health aides can provide first aid during normal school hours. School nurses or health aides are trained in Cardiopulmonary Resuscitation and the use of Automated External Defibrillator (CPR/AED). They can provide assistance with minor everyday emergencies and how to initiate treatment for chemical contaminations of the skin and eyes or those that occur by ingestion. If the school nurse or health aide is not available, the employee(s) should refer to the MSDS for specific first aid treatment or call Poison Control at 800-222-1222, or if it is life threatening, call 911.

Foot Protection

No open-toed shoes will be allowed in the area where hazardous chemicals are stored or used.

Gloves

Gloves must be worn when the potential for contact with toxic materials exist. Before gloves are used, they should be inspected for discoloration, punctures, and tears. Any gloves that show wear or defects should be disposed of and not used.

Labels

Effective hazard communication is essential in any safety program. Labels are the primary source of information concerning the hazards associated with chemicals used in the workplace. Employees will not be required to work with hazardous chemicals from unlabeled containers. Portable containers, of which the contents are known by the user, are exempt if the product will be used within a standard work shift. HAZCOM requires that all containers of hazardous chemicals entering the workplace be properly labeled. A label must show the identity of the hazardous chemical, the name and address of the manufacturers, and the appropriate warning such as toxic or corrosive. Warnings relate whether a chemical is a health or physical hazard, or both.

Physical hazards are flammable, corrosive or reactive; flammable chemicals can cause chemical burns; and reactive chemicals can cause explosions or release toxic fumes. Chemicals that are health hazards are toxic chemicals that are poisonous. Overexposure can cause acute or chronic health effects.

When a facility receives a new chemical product, a copy of the MSDS should be forwarded to the Facilities Manager.

Material Safety Data Sheets (MSDS)

The MSDS is written information that can help protect you from overexposure to chemicals in the workplace. The following steps are a general format for interpreting an MSDS.

1. **Chemical Name** – Identifies the name of the substance, what is on the label, the date the MSDS was prepared, and the name/address/phone number of an emergency contact with the manufacturer.
2. **Hazardous Ingredients** – Identifies the name of the substances in the chemical product that might be dangerous, and the safe exposure limits, such as the Permissible Exposure Limit (PEL) or the Threshold Limit Value (TLV). The common name(s) of the chemical product are also listed.
3. **Physical Characteristics** – Identifies the physical qualities of the chemical.
4. **Fire/Explosion Information** – Identifies the lowest temperatures in which the chemical could ignite. This is often called the flashpoint. It identifies if the chemical is flammable (catches fire at or below 100 degrees F) or if the chemical is combustible (catches fire above 100 degrees F).
5. **Reactivity** – Explains what happens when the chemical comes in contact with water, air, or other chemicals.
6. **Health Hazards** – Explains how chemicals may enter the body by ingestion, inhalation, and absorption. It will identify if the chemical makes a preexisting condition worse.
7. **Usage, Handling, and Storage** – Lists the proper way to clean up spills, leaks, or releases.
8. **Special Protection and Precautions** – Explains what personal protective equipment is recommended when using a particular chemical. Each workplace should have an MSDS master copy of the chemicals located at that workplace.

Personal Protective Equipment (PPE)

Each campus should provide PPE for all employees, so they are able to work safely with chemicals. If a product or chemical MSDS recommends the use of PPE – such as gloves, safety glasses, or face shield – the employee should follow the PPE recommendation. If an employee feels that they do not have the proper equipment necessary, the employee should contact their supervisor immediately to obtain the proper equipment.

Clean Air Act

The [Clean Air Act](#) addresses chlorofluorocarbon (CFR) in the atmosphere. In conformance with Clean Air Act amendments of 1990 and the Environmental Protection Agency recovery and recycling regulations, Harmony uses only licensed technicians to service and replace air conditioning and refrigeration equipment.

HIPAA

The [Health Insurance Portability and Accountability Act](#) of 1996 (HIPAA) established rules for protecting individual Personal Health Information (PHI). HIPAA specifically protects the privacy and security of PHI held by health plans, health care clearinghouses, and most health care providers and their business associates. As a public school, Harmony generally is not considered a “covered entity” under HIPAA. However, Harmony recognizes the sensitive nature of any health-related information provided by employees and has implemented restrictions on how and when PHI may be disclosed.

FERPA

The [Federal Educational Rights and Privacy Act](#) (FERPA) is the federal law that sets forth basic privacy requirements for personally identifiable information contained in educational records maintained by schools. 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 FERPA.

Purchasing and Reimbursements

Purchasing Procedures

All purchase requests must be submitted to the Business Office on an official order (PO) form with the appropriate approval signatures. No purchases, charges, or commitments to buy goods or services on behalf of Harmony Public Schools can be made without a PO number. Harmony will not reimburse employees or assume responsibility for purchases made without authorization. Employees are not permitted to purchase supplies or equipment for personal use through the Harmony Business Office.

Reimbursement Requests

Harmony will honor reimbursement requests for purchases, travel, and other expenses only if the expenditure received prior administrative approval. All reimbursement requests must include original receipts. Before an employee incurs travel expenses, the employee’s supervisor must give approval. For approved travel, employees will be reimbursed for mileage and other travel expenditures according to the current rate schedule authorized by the Board of Directors and the Internal Revenue Service.

Key Security

Key security is important because of the nature and value of property on each campus. Each employee is responsible for keys issued and losses **MUST BE REPORTED IMMEDIATELY**. Keys may not be loaned or duplicated without approval from Harmony’s Director of Facilities. Employees are required to take all reasonable precautions with the keys issued, and all keys must be accounted for at all times.

Personal Property

Harmony recognizes that employees may desire to display mementos pertaining to their families or bring other personal items to work. Harmony takes no responsibility for the safekeeping of these items. However, should any such personal property be stolen, employees should report the incident to their appropriate campus’s Assistant Principal. The following guidelines should be observed:

- Safety comes first. No object can interfere with job safety as determined by the campus’s Assistant Principal.
- Nothing can be displayed that is derogatory (in the opinion of the campus Principal) 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 campus Principal) or that hinder work efforts will not be allowed and must be removed upon request.

Visitors in the Workplace

Harmony requires all visitors who enter upon its premises to report to the main office to display his or her driver's license or other form of photo identification. This applies to family members of employees, friends, parents, social service workers, Board members, invited speakers, maintenance and repair persons not employed by Harmony, vendors, representatives of news media, former students, and any other visitors.

Harmony may establish an electronic database for the purpose of storing information concerning campus visitors. Such database may only be used for purposes of Harmony's security and may not be sold or otherwise disseminated to a third party for any purpose. Harmony 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 Harmony.

Bad Weather Closing

Harmony may close because of bad weather or emergency conditions. The Superintendent and Principals will determine when it becomes necessary to open late, to release students early, or to cancel school.

Emergencies

All employees should be familiar with the evacuation diagrams posted in their work areas. Fire, tornado, and other emergency drills will be conducted to familiarize employees and students with evacuation procedures. Fire extinguishers are located throughout all district buildings. Employees should know the location of the extinguishers nearest their place of work and how to use them.

Building Use

Refer to Board Policy 4.25 (School Property and Use of School Facilities).

EMPLOYEE CONDUCT AND WELFARE

An effective educational program requires employees to exemplify integrity, high ideals, and human understanding. Harmony expects all professional staff members to maintain high standards in their working relationships, and in the performance of their professional duties, by:

- Recognizing the basic dignity of all individuals
- Accurately representing their qualifications
- Exercising due care to protect the mental and physical safety of students, colleagues, and subordinates
- Maintain confidentiality; and
- Refraining from using his or her position (including the employee's attire while at work) or school property for public issue, political, or religious advocacy purposes.

Additionally, all employees are expected to act with the highest ethical standards and are subject to the following ethical codes:

Employee 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

Harmony employees shall comply with standard practices and ethical conduct toward students, professional colleagues, school officials, parents and members of the community and will safeguard academic freedom. Employees, in

maintaining the dignity of the profession, will respect and obey the law, demonstrate personal integrity, and exemplify honesty. In exemplifying ethical relations with colleagues, employees will extend just and equitable treatment to all members of the profession. Employees, in accepting a position of public trust, will measure success by the progress of each student toward realization of his or her potential as an effective citizen. Employees, in fulfilling responsibilities in the community, will cooperate with parents and others to improve the public schools of the community as well as the Harmony Public Schools' community.

Professional Ethical Conduct, Practices, and Performance:

- Standard 1.1: An employee shall not intentionally, knowingly, or recklessly engage in deceptive practices regarding official policies of Harmony, an educator preparation program, the TEA, or the SBEC and its certification process.
- Standard 1.2: An 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: An employee shall not submit fraudulent requests for reimbursement, expenses, or pay.
- Standard 1.4: An employee shall not use institutional or professional privileges for personal or partisan advantage.
- Standard 1.5: An 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: An employee shall not falsify records, or direct or coerce others to do so.
- Standard 1.7: An employee shall comply with state regulations, written local school board policies, and other state and federal laws.
- Standard 1.8: An employee shall apply for, accept, offer, or assign a position or a responsibility on the basis of professional qualifications.
- Standard 1.9: An employee shall not make threats of violence against school employees, members of the Board of Directors, students, or parents of students.
- Standard 1.10: An employee shall be of good moral character and be worthy to instruct or supervise the youth of this state, as applicable.
- Standard 1.11: An 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: An employee shall refrain from the illegal use, abuse, or distribution of controlled substances, prescription drugs, and toxic inhalants.
- Standard 1.13: An employee shall not be under the influence of alcohol or consume alcoholic beverages on school property or during school activities when students are present.

Ethical Conduct Toward Professional Colleagues:

- Standard 2.1: An 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: An employee shall not harm others by knowingly making false statements about a colleague or the school system.
- Standard 2.3: An 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: An employee shall not interfere with a colleague's exercise of political, professional, or citizenship rights and responsibilities.
- Standard 2.5: An 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: An employee shall not use coercive means or promise of special treatment in order to influence professional decisions or colleagues.
- Standard 2.7: An 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: An employee shall not intentionally or knowingly subject a colleague to sexual harassment.

Ethical Conduct Toward Students:

- Standard 3.1: An employee shall not reveal confidential information concerning students unless disclosure serves lawful professional purposes or is required by law.
- Standard 3.2: An 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: An employee shall not intentionally, knowingly, or recklessly misrepresent facts regarding a student.
- Standard 3.4: An employee shall not exclude a student from participation in a program, deny benefits to a student, or grant an advantage to a student on the basis of race, color, gender, disability, national origin, religion, family status, or sexual orientation.
- Standard 3.5: An employee shall not intentionally, knowingly, or recklessly engage in physical mistreatment, neglect, or abuse of a student or minor.
- Standard 3.6: An employee shall not solicit or engage in sexual conduct or a romantic relationship with a student or minor.
- Standard 3.7: An 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 educator.
- Standard 3.8: An employee shall maintain appropriate professional employee-student relationships and boundaries based on a reasonably prudent employee standard. This standard shall also extend to interactions away from school premises and/or school hours and include interactions with former students who are still minors. Limited exceptions may apply for familial relationships and/or relationships predating and independent of students attending a Harmony school.
- Standard 3.9: An 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 other 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.

Financial Ethics

Harmony prohibits fraud and financial impropriety in the actions of its Board of Directors, employees, vendors, contractors, consultants, volunteers, and others seeking or maintaining a business relationship with Harmony.

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

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

Any person who suspects fraud or financial impropriety in Harmony will 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 will be advised to keep information about the investigation confidential to the extent necessary so as not to interfere with the investigation process.

Neither the Board nor any Harmony employee will 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 will take or recommend appropriate disciplinary action, which may include termination of employment and, when circumstances warrant, the Board of Directors, Superintendent, or designee may refer matters to appropriate law enforcement or regulatory authorities.

Standards of Conduct

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

- Engage in professional communications and behavior toward students, former students who are still minor, fellow employees, service providers, and other Harmony stakeholders.
- Express concerns, complaints, or criticism through appropriate channels and the chain of command.
- Know and comply with department and school policies and procedures.
- Maintain confidentiality in all matters relating to students and coworkers, as required by applicable law.
- 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.
- Use Harmony's time, funds, and property for authorized Harmony business and activities only.

All Harmony employees should perform their duties in accordance with state and federal law, Harmony policies and procedures, and ethical standards. Additionally, absent special circumstances, all Harmony employees are expected to fully cooperate in the investigation process regarding alleged violations of law and/or Harmony policies. Failure to

cooperate in any such investigation without proper justification (e.g., alleged victims of harassment will not be compelled to cooperate) will result in disciplinary action up to and including suspension and/or termination.

Unacceptable Employee Conduct

Employees are expected to follow all laws, policies, regulations, terms and conditions of employment and directives of Harmony. Harmony 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 contractual or at-will employment relationship between employees and Harmony.

- Abuse of Harmony's leave policy.
- Abuse, including but not limited to sexual abuse, of a student.
- Administering corporal punishment (meaning the infliction of physical pain by hitting, paddling, spanking, slapping, or any other physical force used as a means of discipline) or verbal abuse of students, or the use of profanity or other language that is intended to belittle or degrade a student.
- Alteration or falsification of school records, including grades, academic records, employee and/or student forms, or any other school information.
- Behaviors that interfere with a student's safety or cause an unsafe environment.
- Conduct in violation of any Harmony policy or established expectation of performance.
- Conducting personal business during business hours while on school property.
- Creating, producing, distributing, sharing, or showing to others by electronic means a deep fake image or video that appears to depict a person (including but not limited to a Harmony student or employee) with the person's intimate parts exposed or engaged in sexual conduct.
- Dishonest, immoral, or illegal conduct while on duty and/or on school property that would tend to bring discredit to Harmony.
- Disrupting the work environment.
- Engaging in an act of sabotage; willful or with negligence causing the destruction or damage of Harmony property, or the property of fellow employees, volunteers, contractors, or visitors, in any manner.
- Engaging in discrimination, harassment, or retaliation in any form.
- Engaging in inappropriate electronic communications with students, as described on page 60-62 of this Handbook.
- 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.
- Engaging in or soliciting a romantic, sexual, or otherwise inappropriate relationship with a student, regardless of whether the relationship is consensual.
- Engaging in rudeness, disrespectful, or unprofessional behavior toward students, fellow employees, parents, or school contractors or vendors.
- Excessive absences and/or tardiness.
- Failure to maintain appropriate employee–student relationships and boundaries, including those with former students who are still minors, and including interactions away from school premises and/or school hours. Limited exceptions may apply for familial relationships and/or relationships predating and independent of students attending a Harmony school.
- Failure to report child abuse or neglect as required by Chapter 261 of the Texas Family Code.
- Fighting or threatening violence toward anyone on Harmony property or when representing Harmony, including “horseplay” or provoking a fight between others.
- Giving to other schools, organizations, or persons information made confidential by law and/or proprietary information that is obtained from Harmony's files or records in the course of employment.
- Giving to other schools, organizations, or persons information relating to Harmony employees and/or students that is obtained from Harmony's files or records in the course of employment.

- Incompetence or inefficiency in the performance of duties.
- Insubordination, including the willful refusal to perform an assignment or to comply with a directive given by a supervisor. However, in the event a supervisor directs an employee to perform an illegal or immoral act/task, the employee should notify the next level of authority immediately.
- Making video or other recordings inside restrooms, changing rooms, locker rooms, or other sensitive areas.
- Negligence or any careless action that endangers the life or safety of another person, or damages or destroys the property of Harmony.
- Possession of firearms, weapons, or explosives on Harmony property, while on duty, or while representing Harmony.
- Possession, use, or being under the influence of a controlled substance, alcohol, or tobacco, or abusing a prescription drug while at work or otherwise representing Harmony.
- Sexual misconduct, including but not limited to engaging in sexual conduct at school or during school events.
- Smoking and/or using tobacco products, electronic cigarettes, vaping devices, or similar devices on school property or in school vehicles. Prohibited items include any 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, as well as any and all vapors, inhalants, electronic cigarette devices or other devices or paraphernalia used with vapors, other inhalants or chemicals.
- Theft of Harmony-owned property or of a fellow employee's; unauthorized possession or removal of any school property, including documents, from the premises without prior permission from a supervisor; unauthorized use of Harmony's equipment or property for personal reasons or personal profit.
- Threatening, intimidating, or coercing fellow employees on or off Harmony premises, at any time, for any reason.
- Unexcused absences from work.
- Unprofessional job-related conduct.
- Unsatisfactory performance or conduct.
- Verbal and/or physical fighting on school premises or at any school related activities.
- Viewing, discussing or showing pornographic, obscene, or sexually explicit material (photo, video, printouts, etc.): (i) on any Harmony electronic devices at any time or (ii) on personal electronic devices while at work or any Harmony Public Schools event.
- Violation of the rules affecting the health and safety of students and the efforts of Harmony to operate efficiently and effectively.
- Wasting of Harmony supplies or equipment.
- Willfully or with gross negligence causing the destruction or damage of Harmony property or the property of fellow employees, volunteers, suppliers or visitors, or students.

The preceding list is not intended to limit the type of unacceptable employee behavior. Questions regarding Harmony's expectations for employee conduct should be directed to the appropriate supervisor or Area Superintendent. Violations of these or any other standards of employee conduct may lead to immediate disciplinary action, up to and including termination of employment.

Employee Use of Social Media and Digital Media

While Harmony Public Schools encourages its employees to enjoy and make good use of their off-duty time, certain activities on the part of employees may become a concern if they have the effect of impairing the work of any employee or student; harassing, demeaning, or creating a hostile working or learning environment; disrupting the smooth and orderly flow of work within Harmony; or harming the goodwill and reputation of Harmony among its employees, students, or the community at large. As role models for Harmony's students, employees are responsible for their public conduct even when they are not acting as Harmony employees. Employees will be held to the same professional standards in their public use of social or digital media as they are for any other public conduct.

Social and Digital media includes all forms of electronic media, including but not limited to text messaging; instant messaging; electronic mail (e-mail); blogs (including personal and Harmony sites; web-based forums or discussion boards; synchronous and asynchronous chat rooms; websites and web pages; photo sharing sites (e.g. Flickr, Instagram, Pinterest, Snapchat); video sharing applications and websites (e.g., YouTube, Vine, Hulu, Vimeo); editorial comments posted on the Internet; and social network sites (e.g., Facebook, , Twitter, LinkedIn, Google +, Instagram, and more).

Digital media also includes all forms of telecommunications, including but not limited to landlines; cell phones; web-based applications used in the electronic communication process; television, radio; computers; or handheld devices capable of electronic communication.

In the area of social media (print, broadcast, digital, and online services such as Facebook, LinkedIn, Instagram, Plaxo, and Twitter, among others), employees may use such media in any way they choose so long as such use does not produce the adverse consequences noted above or otherwise violate this policy. Harmony has established the following guidelines for employee use of digital and social media, both on and off duty:

1. If an employee wishes to use social media for personal purposes, the employee is responsible for the following: (a) the content on the employee's page, (b) the content added by the employee, (c) the content added by others whom the employee has permitted to access the employee's page, (d) web links on the employee's page, (e) the content made by the employee on other pages, and (f) maintaining privacy settings appropriate to the content. As such, the employee shall monitor the employee's personal social media page to remove content posted by others that would not be acceptable under this policy were it to have been posted by the employee.
2. If an employee publishes any personal information or statements in any public medium (print, broadcast, digital, or online) that (a) has the potential effect of involving the employee, their coworkers, students, or Harmony in any kind of dispute or conflict with other employees or third parties, (b) interferes with the work of any employee or student, (c) creates a harassing, demeaning, or hostile working or learning environment;, (d) disrupts the smooth and orderly flow of work within the office, or the educational process of Harmony, (e) harms the goodwill and reputation of Harmony among its students or in the community at large, or (f) tends to place in doubt the reliability, trustworthiness, or sound judgment of the person who is the subject of the information, the employee(s) responsible for such problems will be subject to disciplinary action, up to and potentially including termination of employment, depending upon the severity and/or repeat nature of the offense.
3. No Harmony employee may use Harmony equipment or facilities for furtherance of non-work-related activities or relationships without the express advance permission of the Superintendent or designee.
4. Employees who conduct themselves in such a way that their actions toward and relationships with each other interfere with or damage work relationships, disrupt the flow of work or Harmony's mission, or cause unfavorable publicity in the community should be concerned that their conduct may be inconsistent with one or more of the above guidelines. In such a situation, the employees involved should request guidance from the appropriate Area Superintendent or designee to discuss the possibility of a resolution that would avoid such problems. Depending upon the circumstances, failure to seek such guidance may be considered evidence of intent to conceal a violation of the policy and to hinder an investigation into the matter.
5. Use of social media that involves any kind of criminal activity or harms the rights of others may result in criminal prosecution or civil liability to those harmed, or both.
6. Employees may not use the Harmony's computers, network, or other equipment to set up or update personal social network page(s).
7. Employees shall not use or display Harmony's logo or other material copyrighted or trademarked by Harmony without express written consent.
8. Employees remain subject to applicable state and federal laws, applicable Harmony regulations and policies, and the Employee Code of Ethics, when using electronic media, regardless of whether the employee is using private or public equipment, on or off campus. The employee shall (a) maintain the confidentiality of student records, (b) maintain the confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law, (c) maintain the confidentiality of Harmony

records, including staff evaluations and private e mail addresses, (d) respect copyright law, and (e) refrain from harming others by knowingly making false statements about colleagues, students, or the school system.

* Please note that pictures or video taken of students using personal electronic media may be considered student records. Maintaining, storage, and/or disclosure of these pictures may violate FERPA, other laws, and/or Harmony policy. The pictures or video taken of students on personal devices/electronic media should immediately be sent to the appropriate Harmony email account or campus contact for communications and immediately removed from personal devices/electronic media.

Use of Electronic Communications with Students

A certified or licensed employee, or any other employee designated in writing by the Superintendent or designee, may communicate through electronic media with students who are currently enrolled in Harmony. A certified or licensed employee means a person employed in a position requiring SBEC certification or a professional license, and whose job duties may require the employee to communicate electronically with students. The term employee includes classroom teachers, counselors, principals, librarians, paraprofessionals, nurses, health aides, educational diagnosticians, licensed therapists, and athletic trainers. The employee must comply with the provisions outlined below. All other employees are prohibited from communicating with students who are enrolled in Harmony 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 example, 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.

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

1. Note that the employee does not have a right to privacy with respect to communications with students and parents.
2. Only a teacher, trainer, or other employee who has an extracurricular duty may use text messaging, and then only to communicate with students who participate in the extracurricular activity over which the employee has responsibility.
3. The employee 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 an extracurricular duty, matters relating to the extracurricular activity.)
4. The employee shall refrain from inappropriate communications with students and minors. Factors that may be considered in assessing whether the communication is inappropriate include, but are not limited to:
 - a. The nature, purpose, timing, and amount of the communication
 - b. The subject matter of the communication
 - c. Whether the communication was made openly, or the educator attempted to conceal the communication;
 - d. Whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship
 - e. Whether the communication was sexually explicit; and
 - f. Whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, preferences, or fantasies of either the educator or the student.
5. The employee shall not communicate directly with any student between the hours of 10:00 p.m. and 6:00 a.m.
6. The employee remains subject to applicable state and federal laws, Harmony regulations and policies, and the Code of Ethics and Standard Practices for Texas Educators, including:
 - a. Compliance with the Public Information Act and the Family Educational Rights and Privacy Act (FERPA), including retention and confidentiality of student records.
 - b. Copyright law.
7. The employee shall not solicit or engage in sexual conduct or a romantic relationship with a student.

8. Upon request from Harmony, the employee shall 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 currently enrolled student(s).
9. Upon any type of request from a parent or student, the employee shall discontinue communicating with the student through e-mail, text messaging, instant messaging, or any other form of one-to-one communication. Verbal requests should be confirmed in written form or by email. Requests made directly to the employee to discontinue communications with a student must be immediately brought to the Dean of Students attention in the form of a written report/email for further action. Failure to provide a written report to the Dean of Students in such circumstances will subject the employee to disciplinary action.

An employee may request an exception from one or more of the limitations above by submitting a written request to his or her immediate supervisor.

Recommendations for “Friending” Students

One of the hallmarks of social networks is the ability to “friend” others – creating a group of individuals that share interests and personal views. Harmony strongly discourages teachers from accepting invitations to “friend” students within social networking sites. When students gain access into a teacher’s network of friends, the student-teacher dynamic is altered and results in providing more personal information than should be shared in an educational setting. Maintaining a professional relationship with students is important in helping to avoid the appearance of relationships that could cause bias or favoritism in the classroom.

For the protection of your professional reputation, Harmony recommends the following practices:

1. Do not accept students as friends on personal social networking sites. Decline any student-initiated friend requests. Friend requests from former students who no longer attend Harmony or who have reached the age of 18 may be accepted.
2. Do not initiate online friendships with students.

An employee shall not create or manage Harmony branded pages, groups, or sub-pages (ex. Basketball Team Account, Robotics Club Group) without the written authorization of Campus Principal, Area Superintendent, or Chief Communications Officer. Login details for all such pages, whether pre-existing or new, must be shared with the Campus Principal, District Director of Communications, and Chief Communications Officer. Failure to request permission to create or manage accounts or provide password information to required individuals will result in disciplinary action up to and including termination.

Content

1. Your on-line behavior should reflect the same professional standards of honesty, respect, and consideration that are used in your face-to-face communications.
2. Do not post content that is defamatory or obscene. Exercise caution with regards to exaggeration, colorful language, obscenity, legal conclusions, and derogatory remarks or characterizations.
3. Be mindful of copyright and trademark protections and avoid posting proprietary materials without proper authorization.
4. Do not discuss matters related to students or coworkers or similar information that is obtained through access to Harmony records as part of the employment relationship, or publicly criticize Harmony policies or personnel.
5. Do not post images that include students.

Security

1. Be cautious when installing external applications that work with the social networking site, e.g., calendar programs and games. These add-ons often pose security risks.

2. Run updated malware protection to avoid infections of spyware and adware that may be placed on your computer.
3. Visit your profile's security and privacy settings. At a minimum, educators are encouraged to have all privacy settings set to "only friends." "Friends of friends" and "Networks and Friends" open your content to a large group of unknown individuals and may place your privacy at risk.

Employee Discipline

Employment with Harmony is based on mutual consent and both the employee and Harmony have the right to terminate employment at-will, with or without cause or advance notice. Harmony may use progressive discipline at its discretion.

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

1. Verbal corrective action.
2. Conference with a supervisor and/or the Principal.
3. Written corrective action
4. Implementation 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.

Alcohol and Drug-Abuse Prevention

Harmony Public Schools is committed to maintaining an alcohol-and drug-free environment and will not tolerate the use of alcohol or illegal drugs in the workplace or at school-related or school-sanctioned activities on or off school property. Employees who possess, distribute, use, or are under the influence of alcohol or illegal drugs as defined by the Texas Controlled Substances Act during working hours or while representing Harmony may be dismissed. Harmony's policy regarding employee alcohol and/or drug use is as follows:

DRUG-FREE WORKPLACE NOTICE

Harmony Public Schools explicitly prohibits:

- 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 Harmony's reputation.
- Possession of drug paraphernalia.
- Possession, use, solicitation for, or sale of any abusable glue, aerosol paint, or other chemical substance for inhalation.
- Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from Harmony 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 Harmony's reputation.
- The presence of any detectable amount of prohibited substances in the employee's system while at work, on Harmony 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.
- The unlawful manufacture, distribution, dispensation, possession, or use of narcotics or other illegal drugs, alcohol, or prescription medications without a prescription on Harmony premises or while attending a school-sponsored or school-related activity.

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.

Drug and Alcohol Testing

The following conduct constitutes violation of Harmony policy:

- Refusing to submit to a required test for alcohol or controlled substances.
- Testing positive for alcohol in a random test.
- Testing positive for controlled substances in a random test.
- Testing positive for alcohol in a reasonable suspicion test.
- Testing positive for controlled substances in a reasonable suspicion test.

Consequences of Positive Test Results

Employees who test positive for drugs and/or alcohol use will be prohibited from performing job functions immediately and will be recommended for termination.

Consequences of Employee Refusal to Test

Any employee who refuses to submit to an alcohol/drug test without valid medical reason will be prohibited from performing job functions immediately and will be recommended for termination.

An employee who does not produce an adequate sample (urine or breath) without a valid medical reason, or an employee who engages in conduct that obstructs the collection process will be prohibited from performing job functions immediately and will be recommended for termination.

Reasonable Suspicion / For-Cause Testing

Harmony may ask an employee to submit to a drug and/or alcohol test at any time it feels 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; possession of any paraphernalia or containers (empty or not); unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol; negative performance patterns; excessive or unexplained absenteeism or tardiness; and/or specific observations of the appearance, behavior, speech, or body odors of the employee. Such observations must take place during the workday of the employee or at any Harmony sponsored event.

Random Drug Testing

Harmony Public Schools 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. All employees, as a condition of continued employment, have an obligation to cooperate with any Harmony investigation of drug or alcohol abuse in the workplace. Failure to cooperate in any such investigation will result in disciplinary action up to and including suspension and/or termination.

Enforcement

Because of the importance of maintaining a drug-free workplace, Harmony will take the following steps to ensure that the Drug-Free Policy is being adhered to:

- If an employee is suspected of using or being under the influence of unauthorized drugs or alcohol during school hours, the employee's campus's Principal may request an immediate drug test by urine and/or blood for the employee. The request will be forwarded for approval to the Area Superintendent.
- Employees who are involved in an on-the-job accident that requires medical treatment or that involves damage to any property may be required to submit to a drug test, or a blood alcohol test when required.

Employee Responsibility

All fees or charges associated with drug/alcohol abuse counseling or rehabilitation will be the responsibility of the employee.

Department of Transportation (DOT) Testing Program

Harmony has established an alcohol and controlled substances testing program to help prevent accidents and injuries resulting from the misuse of alcohol and controlled substances by the drivers of commercial motor vehicles, including school buses, or employees performing safety-sensitive functions, including but not limited to those involving potentially dangerous equipment or hazardous substances, in an environment or premises to which children have access. The primary purpose of the testing program is to prevent impaired employees from performing safety-sensitive functions.

The following conduct constitutes violation of Harmony policy:

- Refusing to submit to a required test for alcohol or controlled substances.
- Testing positive for alcohol, at a concentration of 0.04 or above, in a post-accident test.
- Testing positive for any controlled substances in a post-accident test.
- Testing positive for alcohol, at a concentration of 0.04 or above, in a random test.
- Testing positive for controlled substances in a random test.
- Testing positive for alcohol, at a concentration of 0.04 or above, in a required follow-up test.
- Testing positive for controlled substances in a required follow-up test.
- Testing positive for alcohol, at a concentration of 0.04 or above, in a reasonable suspicion test.
- Testing positive for controlled substances in a reasonable suspicion test.

A test is considered positive whether the employee knowingly or unknowingly used, ingested, or inhaled alcohol and/or a controlled substance.

The Area Superintendent will designate campus officials who will be responsible for ensuring that information is disseminated to employees regarding prohibited driver conduct, alcohol and controlled substances tests, and the consequences that follow positive test results.

Reasonable Suspicion Testing

Principals will be specifically trained in accordance with federal regulations on how to recognize a "reasonable suspicion," and may remove a driver from a safety-sensitive position and require testing for alcohol and/or controlled substances. The determination of reasonable suspicion will be based on specific observations of the appearance, behavior, speech, or body odors of the driver whose motor ability, emotional equilibrium, or mental acuity seems to be impaired. Such observations must take place just preceding, during, or just after the period of the workday that the driver is on duty.

The observations may include indication of the chronic and withdrawal effects of controlled substances. Within 24 hours of the observed behavior, the supervisor will provide a signed, written record documenting the observations leading to a controlled substance reasonable suspicion test.

Consequences of Positive Test Results

In addition to the consequences established by federal law, a Harmony employee confirmed to have violated Harmony's policy pertaining to alcohol or controlled substances will be subject to school-imposed discipline, as determined by his or her campus's Principal and the Area Superintendent. Such discipline may include any appropriate action from suspension without pay during the period of removal from safety-sensitive functions, up to and including termination of employment. Employees who test positive for drugs and/or alcohol use will be prohibited from performing job functions immediately and will be recommended for termination.

In cases where a driver is also employed in a non-driving capacity by Harmony, disciplinary action imposed for violation of alcohol and controlled substances policies will apply to the employee's functions and duties that involve driving. Additionally, upon recommendation of the employee's supervisor, disciplinary measures up to and including termination of employment with Harmony may be considered.

Consequences of Employee Refusal to Test

Any employee who refuses to submit to an alcohol/drug test without valid medical reason will be prohibited from performing job functions immediately and will be recommended for termination.

An employee who does not produce an adequate sample (urine or breath) without a valid medical reason, or an employee who engages in conduct that obstructs the collection process will be prohibited from performing job functions immediately and will be recommended for termination.

An employee who leaves the scene of an accident without a valid reason will be prohibited from performing job functions immediately and will be recommended for termination.

Alcohol Results Between 0.02 And 0.04

A driver tested under this policy and found to have an alcohol concentration of 0.02 or greater, but less than 0.04, will be suspended without pay from driving duties for 24 hours. Any subsequent violation may subject the driver to termination in accordance with Board policy 4.1 (Drug, Alcohol, and Tobacco-Free Workplace).

DWI Conviction

School bus drivers and drivers of Harmony-owned vehicles who are convicted of a driving while intoxicated (DWI) offense while driving a school vehicle will be terminated. Other DWI convictions will subject employees to disciplinary action up to and including termination. This applies to conviction as a result of operating either a school-owned or personal vehicle.

Finding of Alcohol or Drug Use

Employees who are found to be in violation of Harmony's drug-free workplace requirements will be recommended for termination. However, termination will not be required solely for a violation of this policy if an employee comes forward voluntarily, admits to alcohol use or illegal drug use, and requests a referral to counseling and/or rehabilitation. This request must occur prior to and not as the result of any accident, referral for testing, questioning or other indication of suspicion regarding the employee's possible violation of the policy. The employee must thereafter obtain and provide certification of the successful completion of the counseling and/or rehabilitation. Employees who meet these conditions and thereafter refrain from using alcohol or illegal drugs in violation of Harmony's policy will not be terminated solely for the prior violation of the policy (but may still be subject to termination for other conduct).

Tobacco Products and E-Cigarettes

State law prohibits smoking, using tobacco products, or e-cigarettes on all school-owned property and at school-related or school-sanctioned activities, on or off school property. This includes all buildings, playground areas, parking facilities, and facilities used for athletics and other activities. Drivers of school-owned vehicles are prohibited from smoking, using tobacco products, or e-cigarettes while inside the vehicle. Notices stating that smoking is prohibited by law and

punishable by a fine are displayed in prominent places in the school building. Any violation of this policy may result in immediate termination.

For purposes of this policy, “e-cigarette” means 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. This also includes any and 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 Harmony property.

Prohibition of Weapons

[Texas Penal Code, Sec. 46.03](#) prohibits firearms, illegal knives, clubs or any prohibited weapons 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.

Employees, visitors, and students are prohibited from bringing firearms, knives, clubs or other prohibited weapons onto Harmony premises (*i.e.*, building or portion of a building) or any grounds or building where a school-sponsored activity takes place. To ensure the safety of all persons, employees who observe or suspect a violation of Harmony’s weapons policy should report it to their supervisor or the campus’s Principal immediately. Any violation of this policy by a Harmony employee can result in immediate termination.

Theft

Theft of property, whether from Harmony or from a fellow employee, will not be tolerated. Employees must have a Principal’s permission before removing any Harmony-owned material, tools or other items, including damaged goods or scrap materials from Harmony’s premises. Any employee who violates this provision will be subject to disciplinary action, up to and including immediate discharge.

Workplace Searches and Video Surveillance

Searches

Harmony 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, without limitation, illegal drugs; alcoholic beverages; prescription drugs or medications not used or possessed in compliance with a current valid prescription; weapons; any items of 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 Harmony’s premises, Harmony may search employees, their work areas, lockers, and other personal items such as bags, purses, briefcases, backpacks, lunch boxes, and other containers. In requesting a search, Harmony 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 Harmony’s workplace, either on school premises, or while on duty. In general, employees should assume that what they do while on duty or on Harmony’s 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, Harmony 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 Harmony a copy of the key or combination. The areas in question may be searched at any time, with or without the employee being present. As a general rule, with the exception of items relating to personal hygiene or health, no employee should ever bring anything to work or store anything at work that he or she would not be prepared to show and possibly turn over to Harmony’s officials and/or law enforcement authorities.

All Harmony 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. Harmony 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 Harmony will face disciplinary action, up to and possibly including immediate termination of employment.

Video Surveillance

In order to promote the safety of Harmony’s employees, students, and visitors, as well as the security of its facilities, Harmony may conduct video surveillance of any portion of its premises at any time. The only areas excepted from video surveillance are private areas of restrooms, showers, and dressing rooms.

Employee Acceptable Use/Technology Usage

Harmony’s policies regarding the acceptable use of technology and the Internet, as well as the “Employee Acceptable Use Policy,” can be accessed at the main office of each campus. All employees are expected to read and submit executed the “Employee Acknowledgement and Release Form for Technology Usage” in Munis Employee Self Serve. Before executing this acknowledgement, employees should review the following related policies:

- Harmony's Acceptable Use Policy
- Harmony's Cellular and Wireless Telephone Acceptable Use Policy
- Harmony's Internet Safety Policy
- Harmony's Computer and Information Systems Management Policy
- Personnel Electronic and Social Media

All technology provided by Harmony Public Schools is primarily intended for administrative and instructional purposes. Every user of Harmony technology is responsible for respecting and protecting the rights of other users. Use of Harmony’s technology system is a privilege, not a right, and inappropriate use will result in cancellation of that privilege, disciplinary action (up to and including termination), and possible prosecution.

Computers

Harmony’s electronic communications systems, including its network and access to the Internet, are primarily for administrative and instructional purposes. Limited personal use of the system is permitted if the use:

1. Does not result in any direct cost paid with State funds, or if Harmony’s Charter Holder is reimbursed for any direct costs involved
2. Does not relate to private commercial purposes; and
3. Involves only incidental amounts of employee time, comparable to reasonable coffee breaks during the day.

Some employees are given access to the Internet to assist them in the performance of their jobs. Employees may only access the Internet through Harmony’s approved Internet firewall. Harmony devices should not be used by non-employees.

All Harmony computer resources are school property, and any information located in or on computers and e-mail/voice mail systems is also school property and will be subject to inspection by Harmony. Harmony employees are not to modify or disable software or security applications without written approval from District IT Administrator or Central Office Help Desk.

Internet Safety

Harmony Public Schools has created the Internet Safety Policy to prevent access to or sending of any inappropriate material through all types of electronic communication, unauthorized access or any other type of unlawful activity, and any unauthorized sharing of personal information regarding minors. This policy is meant to comply with all parts of the Children's Internet Protection Act (CIPA), the Neighborhood Children's Internet Protection Act (NCIPA), and the Protecting Children in the 21st Century Act that apply to schools. Harmony will educate employees, students, parents and the school community about internet safety in line with this policy. As role models for the district's students, employees are responsible for their public conduct even when they are not acting as district 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. An employee may not share his/her account with anyone or leave the account open or unattended. Attempting to log on or logging onto a computer or email system by using another's password is prohibited. Assisting others in violating this rule by sharing information or passwords is unacceptable.

To make sure that Harmony is compliant with the requirements of CIPA, the following will be used:

- Technology Protection Measures – Harmony uses a filtering system on all computers that access the internet. These measures are meant to block any visual content that is obscene, considered child pornography or otherwise harmful to minors.
- Access to Inappropriate Material – Internet filters will be used to block or filter access to any forms of electronic communication that is inappropriate. These filters can only be removed or changed by approval of an Administrator. Procedures for this are the responsibility of each Principal or their designee. Anyone who attempts to remove or change these filters without correct approval can be punished for violating the policy.
- Inappropriate Network Usage – Harmony will take steps to keep all users of Harmony's online computer network safe. Access to this system will be in line with the Acceptable Use Policy and/or Acceptable Use Agreement. This includes hacking, other unlawful activities, and any unauthorized sharing or use of personal identification information regarding minors.
- Supervision and Monitoring – It is the responsibility of all professional employees to supervise and monitor the usage of Harmony's computers and access to the internet in order to follow this policy.
- Education – To make sure this policy is understood and followed, Harmony will educate employees, students, parents and the Harmony community on Internet Safety; correct behavior while online, on social networking web sites, and in chat rooms; and Cyber-bullying awareness and response, through direct trainings, materials, presentations and Harmony's website. Each Principal, or designee, will provide age-appropriate training for students who use Harmony's internet facilities. Each year, employees will complete training and sign an Acceptable Use Policy and/or Acceptable Use Agreement, which has been written using the CIPA guidelines. Employees are required to follow the acceptable use agreement and all administrative procedures. Failure to do so can result in suspension of access or termination of privileges and may lead to disciplinary and legal action.
- Cyber-bullying – This activity is prohibited and there are penalties for this conduct. Network users may not use obscene language, post inappropriate or anonymous messages, or forge email or other messages.
- No school computers or facilities may be used for any activity that violates any local, state or federal laws.

E-Mail and Voice Mail Systems

All messages sent, received, composed and/or stored on these systems are the property of Harmony. E-mail transmissions and other use of Harmony's electronic communications systems are not confidential and can be monitored at any time to ensure appropriate use.

Confidentiality

Employees will not use a password, access a file, or retrieve any stored information unless authorized to do so. Employees may not attempt to gain access to another employee's files/messages.

Privacy

All files and messages on Harmony computers are the property of Harmony. They are not the property of any employee, even if created by an employee. Anything created on the computer or Internet may, and likely will be reviewed by others. If necessary, employees will take steps to help protect the security of documents. Harmony has the right to monitor any and all aspects of its computer system, including, but not limited to, monitoring sites employees visit on the Internet. Employees have no expectation of privacy in anything they create, store, send, or receive on their workplace computer, the Harmony network, or Internet resources.

Restrictions

1. Employees are not allowed to use Harmony computer resources for any reason other than official school business.
2. Employees cannot engage 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.
3. Employees cannot engage in criminal speech or speech in the course of committing a crime such as threats against others, instructions on breaking into computer networks, child pornography, drug dealing, purchase of alcohol, gang activities, etc.
4. Employees cannot engage in personal attacks, including prejudicial or discriminatory attacks.
5. Employees cannot generate, store, transmit, or otherwise use data or other matter that is abusive, profane, pornographic, or offensive to a reasonable person.
6. Employees cannot knowingly or recklessly post false information about a person or organization.
7. Employees cannot use e-mail or the Internet to send or receive materials, proprietary financial information, or other similar materials that violate copyright law.
8. Employees cannot use Harmony computer or network resources to create, produce, distribute, share, or show to others a deep fake image or video that appears to depict a person (including but not limited to a Harmony student or employee) with the person’s intimate parts exposed or engaged in sexual conduct.
9. The e-mail system may not be used to create any offensive or disruptive messages. Among those which are considered offensive are any messages that contain sexual implications, racial or gender-specific slurs, or any other comment that offensively addresses an individual’s age, sexual orientation, religious or political beliefs, national origin, disability, or anything that could be construed as harassment or disparaging of others.
10. Employees should refrain from sending non-business-related e-mails to other Harmony employees or persons outside Harmony. This includes any e-mails for public issue, political or religious advocacy purposes.
11. Harmony is responsible for maintaining records of software licensing agreements for the school. In order to ensure compliance with copyright laws and software licensing agreements and help prevent computer viruses from being transmitted through the system, employees are not permitted to install or download any software or content, such as music, videos, or non-work related “zipped” files onto the Harmony computer system without prior approval from the Information Systems Director.
12. Unauthorized duplication of software, often referred to as “piracy,” is a federal crime. Employees are not permitted to make, acquire, or use unauthorized copies of computer software.

Cellular and Wireless Telephone Acceptable Use

Access to cellular and/or wireless telephone equipment and accounts is made available exclusively for instructional and administrative purposes in accordance with Harmony guidelines and regulations. Access to this equipment is a privilege, not a right, and can be revoked at any time.

This policy explains and defines responsible and ethical use of Harmony-supplied telephone equipment and accounts. All rules embodied herein are designed to guide employees in appropriate and acceptable use of this technology and are designed to protect both the employee and Harmony.

You are responsible for carrying the phone at all times during duty hours, for properly charging and maintaining the phone, and for returning the phone and any/all attachments to your supervisor at the time of termination of your employment.

You are responsible for initializing and maintaining your cellular voicemail account; Harmony is not responsible for designating or changing your voicemail password.

You will be provided with documentation regarding your particular cellular phone usage plan. Your cellular plan provides a fixed number of airtime minutes, varying from plan to plan, which may be used without incurring any additional usage fees. Your plan may also include free night and weekend calls, free long distance, and/or free direct-connect radio airtime. You must review your plan with your supervisor and acknowledge understanding of, and agreement to, this plan in writing on the document.

You may use your phone for both Harmony business and essential personal calls. However, if you exceed your standard plan airtime minutes, you will be responsible for reimbursing Harmony for your personal call minutes and personal directory assistance calls up to the amount of your overage.

Each month, your supervisor will provide you a copy of the usage and fee summary for your telephone. Any discrepancies on your usage summary, such as incorrect number of airtime minutes or charges for calls you did not place, must be brought to the attention of your supervisor immediately. You are to review this summary, highlight your personal calls, and return the summary to your supervisor. During each month that you exceed your plan minutes and have made personal calls, you must attach a check made payable to Harmony Public Schools when returning the summary to your supervisor. Payment for excess personal calls must be submitted within five business days from the time you are presented your monthly usage summary by your supervisor.

If you exceed your plan minutes due to excessive business use or excessive business directory assistance calls, you must attach a written justification for the excess usage to your phone statement before returning your usage summary to your supervisor.

Harmony prohibits using a school-provided cellular or wireless telephone to engage in the following conduct:

1. Using the cellular and/or wireless telephone equipment for illegal, inappropriate, subversive or obscene purposes or activities. Illegal activities shall be defined as activities violating local, state, and/or federal laws, including use of the phone to make “crank” calls, place false emergency calls, make terroristic threats, commit forgery or fraud, or assist in the commission of a felony. Inappropriate use shall be defined as a violation of the intended educational or administrative use of the phone. Subversive activities shall be defined as activities undermining the security of local, state or national governments, or activities intended to cause mental anguish, bodily injury or death to any citizen or group of citizens. Obscene activities shall be defined as a violation of generally accepted social standards for use of a publicly owned and operated communications vehicle, including obscene phone calls and/or viewing, possession or transmission of any form of pornographic or erotic material, in either audible or digital formats.
2. Creating, producing, distributing, sharing, or showing to others by electronic means a deep fake image or video that appears to depict a person (including but not limited to a Harmony student or employee) with the person’s intimate parts exposed or engaged in sexual conduct
3. 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
4. Generating, storing, transmitting, or otherwise using data or other matter that is abusive, profane, pornographic, or offensive to a reasonable person.
5. Using the telephone and/or any attached equipment for any illicit activity, including violation of copyrights, patents, institutional or third-party copyrights, license agreements, or other contracts. Illicit activities also include transmitting or accessing information designed to aide or abet an individual or group in violating the

law, including all forms of access to gang-related or organized-crime related web sites and bulletin boards if your telephone is Internet-enabled.

6. Using the telephone and/or any attached equipment to obtain and/or distribute illegally duplicated and distributed digital music, video, and/or software from copyrighted sources if your phone is Internet-enabled. This expressly prohibits accessing websites and webrings designed to disseminate non-public domain content and entertainment including, but not limited to, MP3 audio files, movies, and executable software code.
7. Intentionally disrupting telephone or network traffic, deliberately “crashing” any network or connected system, or maliciously tampering with communications devices.
8. Damaging or destroying telephone equipment or deliberately degrading system performance, including deliberate infection of phones, computers, or servers with viruses.
9. Disclosing a voicemail password to another employee or student or attempting to disclose or discover another employee’s voicemail password.
10. Attempting to copy Harmony-owned software for personal gain, attempting to install privately-owned software onto a telephone or the network, or transmitting without authorization any software via electronic mail or the Internet on an Internet-enabled phone.
11. Using the Harmony telephone or network resources for commercial or financial gain.
12. Stealing or vandalizing data, equipment, or intellectual property.
13. Gaining or attempting to gain unauthorized access to internal and external resources or entities, including “hacking” into external networks, websites, or bulletin boards via Internet-enabled phones.
14. Forging or altering electronic or voicemail messages or using an account or password owned by another user.
15. Invading or assisting others in invading the privacy of an individual or group.
16. Using the telephone to eavesdrop, record, wiretap or otherwise illegitimately and inappropriately monitor the audible conversations or data streams of other users.
17. Possessing or conveying any data in any form, audible or digital, which might be considered a violation of these rules.

No Expectation of Privacy

Cellular and/or wireless telephone equipment provided by Harmony-to-Harmony employees to perform job responsibilities and remain, at all times, the property of Harmony, subject, at any time to recovery and search by Harmony. Harmony employees required to carry and utilize such equipment have no expectation of privacy regarding information stored or obtainable through the equipment or the account through which the equipment is utilized.

Consequences for Violations

Violations of this policy will be treated like other allegations of wrongdoing at Harmony. Allegations of misconduct will be adjudicated according to established procedures. Sanctions for violations of this policy may include, but are not limited to, one or more of the following:

- Temporary or permanent revocation of access to some or all cellular or wireless telephone resources.
- Disciplinary action, up to and including termination.
- Legal action according to applicable laws and contractual agreements.

Return of School Property

All materials, including but not limited to computers, laptops, tablets, business information, files, research, records, memoranda, books, lists, computer disks, hardware, software, cell phones and other wireless devices, documents, drawings, models, apparatus, sketches, designs and any other embodiment of confidential information or intellectual property received by an employee during employment or volunteer service, and any tangible embodiments of such materials created by an employee, alone or with others, whether confidential or not, are the property of Harmony Public Schools.

Upon separation of employment with Harmony or cessation of volunteer services, or upon the request of Harmony, an individual will return to Harmony all such materials, including copies thereof, in the individual’s possession or under

the individual's control. Such materials will be returned within 24 hours of notice of separation or upon request of Harmony, whichever comes first.

The cost of repairing or replacing any Harmony supplies, materials, equipment, or other property that is damaged (other than normal wear and tear), stolen, or lost by an employee or that is not returned to Harmony upon separation of employment may be withheld from the employee's wages, so long as the deduction does not take the employee's pay below minimum wage or, if the employee is a salaried employee, reduce the salary below its predetermined amount. The cost of replacements will be calculated using the straight-line method of depreciation.

Any materials created by staff members for use by Harmony, or created on Harmony time, or produced using the staff or resources of Harmony, are considered works-for-hire and all intellectual property rights are vested exclusively in Harmony.

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 Harmony wishes to operate and is guided by applicable state and federal law governing conflicts of interest and nepotism applicable to Texas open-enrollment charter schools and nonprofit entities. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact the HR Department 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 Harmony's business dealings. For purposes of this section, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to their campus Principal, the appropriate Area Superintendent, or an officer of Harmony's Board of Directors 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 Harmony does business, but also when an employee or relative receives any benefit, including but not limited to kick-back, bribe, substantial gift, or special consideration, as a result of any transaction or business dealings involving Harmony.

An employee with reason to believe that an actual conflict of interest exists must bring that concern to the attention of his or her immediate Supervisor or the HR Department.

No employee, officer, or agent of Harmony shall solicit or accept gratuities, favors, or anything of more than nominal value from contractors or parties to subcontracts. Harmony employees, officers, or agents who violate these standards shall be appropriately disciplined, up to and including possible termination of employment.

Employment of Relatives and Fraternization

Harmony is committed to providing equal employment opportunities to its employees. Intimate relationships have the potential to interfere with Harmony'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, Harmony 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 Harmony 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, Harmony 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.

Harmony may refuse to hire or assign a relative in a position where the appearance of or potential for favoritism or conflict exists or where otherwise prohibited by law. 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 Harmony’s formal complaint procedures set forth in 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. Harmony will, at its discretion, attempt to identify other available positions, and allow one or both of such employees to apply for reassignment, or Harmony may reassign the employees at its discretion. If no alternate position is available, Harmony 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 Harmony.

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.

<u>First Degree</u>	Parent	Child		
<u>Second Degree</u>	Grandparent	Grandchild	Sibling	
<u>Third Degree</u>	Great-Grandparent	Great-Grandchild	Aunt/Uncle	Niece/Nephew

Conflict of Interest/Non-School Related Activities

Employees sponsoring non-school-related student travel or other activities in the summer or during vacation times will not take advantage of their access to students to advertise or promote student-focused activities. Employees must follow the same procedures as any other community member in advertising non-school-sponsored activities or events for profit or personal benefit.

Conflict of Interest/Outside Employment

An employee cannot engage in outside employment or activity for monetary gain that interferes with or detracts from the ability to function in his or her employment with Harmony. Employees must recognize that they owe a duty of loyalty to Harmony; at all times when on duty, without regard to time or place, employees should devote their full attention to Harmony’s business and their duties.

Conflict of Interest/Tutoring

Teachers are not allowed to privately tutor Harmony students for pay, except during the summer months and so long as the tutoring does not occur on school property.

Gifts and Favors

A Harmony director, administrator, or teacher who receives a commission or rebate on textbooks, electronic textbooks, instructional materials, or technological equipment used by the school may be committing a Class B misdemeanor criminal offense.

A Harmony officer, administrator, or teacher who accepts a gift, favor, or service given to the person or to the school 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 be committing a Class B misdemeanor criminal offense.

Donors Choose

Teachers using crowdsourcing or social media for donations for their classrooms are doing so within the scope of their duties, and any donated items received are the property of Harmony. Teachers must coordinate with the campus principal to discuss potential crowdsourcing for donations to ensure compliance with Harmony's policy concerning gift acceptance and donation recognitions and acknowledgments.

Copyrighted Materials

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.

If employees use a protected work in an inappropriate manner, the action constitutes an "infringement" of the [Copyright Act](#). Infringement is similar to theft, and there are both civil and criminal penalties for such action. Under what is called the [Fair Use Doctrine](#), Harmony employees may use portions of copyrighted works without the owner's permission if the use "serves a public purpose." Factors to be considered in determining fair use are found at <http://www.copyright.gov/fls/fl102.html>.

Non-Disclosure

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

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

All employees may be required to sign a non-disclosure agreement as a condition of employment. An employee who improperly uses or discloses trade secrets or confidential business information belonging to Harmony Public Schools 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](#) or other applicable federal or state law.

Use of Personal Vehicles

Except in emergencies and exigent circumstances, it is the policy of Harmony Public Schools to prohibit staff from transporting students in personal vehicles.

Exceptions may exist where specific programs or activities have been identified by the Superintendent of Schools in their written procedures.

These procedures shall require both program or activity exceptions approved by the Superintendent of Schools, as well as the approval of individual employee drivers by the Superintendent of Schools or their designee. At a minimum, the procedure will also require an approved Student Transportation w/Personal Car Request Form, a signed waiver from the transported student's parent or guardian, proof of a valid driver's license and vehicle and driver insurance, and Distracted Driving Guidelines Acknowledgement Form.

Employees' Children

Harmony's workplaces are intended to be safe and professional environments at all times. The workplace is not a place for children or babysitting. However, Harmony realizes that there may be emergency circumstances that will not permit an employee to leave their child unattended. Should exigent and unavoidable circumstances ever require an employee to bring their child to work, the employee must first contact his/her supervisor and obtain permission. Permission is granted or denied at the discretion of the supervisor who will consider factors including the reason or reasons for the request, the age of the child, the anticipated duration of the child's presence (limited to one day per emergency) in the workplace, the work environment to which the child will be introduced, and possible resulting disruption to the workplace. Illness is not an acceptable reason or factor. A child brought to the workplace in unavoidable situations will be the responsibility of the employee. The child/children will be accompanied by, under the direct supervision of, and shall always remain the sole responsibility of the employee to ensure minimal disruption to the work environment. While on any Harmony property, children of Harmony employees should abide by the same guidelines applicable to Harmony students before, during, and after normal hours of operation.

Solicitation and Distribution

Any solicitation of employees by salespersons or other employees on school property or the distribution of promotional or sales literature on school property is prohibited at all times. Commercial advertisements or sales for personal profit or non-school activities are prohibited.

Personal Donations Solicitation Policy

Harmony will allow the use of fundraising sites such as GoFundMe for the solicitation of donations on behalf of individuals and families under limited circumstances. Requests for such donations:

1. May only be made within the same Harmony district as the affected employee.
2. May only be made with respect to immediate family members of a Harmony employee, such as a spouse, child (including a biological, adopted, stepchild, a child for whom the employee stands in loco parentis, or a foster child), parents, siblings, grandparents or grandchildren.
3. Must only involve a financial need created by a death, health issue, accident, substantial property loss (e.g., a house fire), natural disaster or other catastrophic loss (i.e., not a financial issue caused by the individual's choices or by ordinary expenses of life).

Any exceptions to this policy must be reviewed and approved by the CEO/Superintendent of Schools.

Associations and Political Activities

Harmony Public Schools will not directly or indirectly encourage or discourage employees from participating in political affairs or public issue advocacy on the employee's own time and away from Harmony's premises; nor will it require any

employee to join any group, club, committee, organization, or association. Employees may join or refuse to join any professional association or organization.

An individual's employment will not be affected by membership or a decision not to be a member of any employee organization that exists for the purpose of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.

Use of Harmony resources, including work time for political activities or public issue advocacy, is prohibited. This prohibition extends to bulletin boards, chalk boards, other display areas (including the background while performing remote work via video conferencing) and the Harmony e-mail system. Employees should not wear clothing or other items on Harmony's premises (or while participating in remote work via video conference) advocating or advertising political or other public issue positions.

EMPLOYEE RELATIONS

Reassignments and Transfers

All personnel are subject to assignment and reassignment by the Superintendent. Extra-curricular or supplemental duty assignments may also be assigned or reassigned at any time. Unless specifically required by applicable law or approved by the Board of Directors and/or the Superintendent, no additional financial compensation is provided for additional or supplemental duties. Harmony's criteria for approval of reassignments will be consistent with school policy regarding equal opportunity employment.

All employees interested in transferring positions and who meet a position's minimum qualifications are encouraged to apply. Selection is based on department needs and a candidate's qualifications and performance. Harmony fills all job vacancies with the individual it deems most qualified for the position and reserves the right to select candidates from outside Harmony. The Superintendent's criteria for approval of campus appointments and reassignments will be consistent with Harmony's policy regarding equal opportunity employment. Because employee salaries and/or wages may vary by geographic location, an approved out-of-district transfer may result in the modification of the transferring employee's pay rate. Transferring employees will be paid in accordance with the Harmony Compensation Manual.

Termination or Resignation

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

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

In the event an employee has been terminated or resigns, it is the employee's responsibility to provide a forwarding address and telephone number. This information must be provided to the HR Department 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 Harmony, 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.

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 next level Grievance officer within five business days of notice of termination. The Grievance officer 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 Complaints and Grievances process beginning on page 88 of this Handbook.

Violence in the Workplace

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

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

Conduct that threatens, intimidates, or coerces another employee, student, or member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by 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.

Harmony will promptly and thoroughly investigate all reports or threats of violence and suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety, and the integrity of its investigation, Harmony 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.

Arrest / Conviction Occurring After Employment Begins

An employee must notify the Central Office Director of Employee Relations within three calendar days of any arrest, indictment, conviction, no contest or guilty pleas, or other adjudication of the employee for any of the following offenses:

- Crimes involving school property or funds
- Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator
- Crimes that occur wholly or in part on school property or at a Harmony-sponsored activity; or
- Crimes involving moral turpitude.

Moral turpitude includes, but is not limited to: dishonesty, fraud, deceit, theft, misrepresentation; deliberate violence; base, vile or depraved acts that are intended to arouse or gratify the sexual desire of the actor; crimes involving any felony possession, transfer, sale, distribution or conspiracy to possess, transfer, sell or distribute any controlled substance defined in [Chapter 481 of the Health and Safety Code](#); felonies including driving while intoxicated; and acts constituting abuse under the Texas Family Code and/or SBEC rules.

If an employee is arrested or criminally charged, the Superintendent may also be required to report the 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 Harmony vehicle or other mobile equipment. Failure to timely report may result in disciplinary action, up to and including termination.

Employees arrested for an offense involving charges of moral turpitude or felony will be subject to the following, absent extenuating circumstances.

- The employee will be expected to exhaust their remaining PTO days
- Once the available PTO has been exhausted, the employee will be placed on a maximum of three workweeks of Administrative unpaid leave or until the charges are adjudicated, whichever comes first.
- At the end of the three week Administrative unpaid leave, or the end of the school year if applicable, if charges are still pending, employment will be terminated.

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

- The nature of the offense
- The date of the offense
- The relationship between the offense and the position to which the employee is assigned; and
- The best interests of Harmony and its students.

Mandatory Conviction Notification

As a condition of employment, each employee will notify his or her supervisor of the employee's conviction of any criminal drug statute for a violation occurring in the workplace as defined above, or for any charge to which the employee enters a plea of guilty or nolo contendere and receives deferred adjudication. Such notification will be provided no later than five days after such conviction.

Within 30 calendar days of receiving notice from an employee of a conviction for any drug statute violation occurring in the workplace, Harmony will either (1) take appropriate personnel action against the employee, up to and including termination of employment, or (2) require the employee to participate satisfactorily in a 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.

Reporting Educator 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 TEA 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 Harmony 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, the Principal shall promptly notify the Superintendent or designee 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 of an educator that involves evidence that the educator may have engaged in abuse or otherwise committed 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, despite the educator's resignation 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.

Harmony 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, as published by the TEA, disclosing whether the applicant has been charged with, adjudicated for, or convicted of having an inappropriate relationship with a minor. This affidavit information is now collected electronically as part of the job application.

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 Harmony 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.

This reporting requirement applies to any person who is employed by Harmony and who does not hold a certification or permit issued under Subchapter B, Chapter 21 of the Texas Education Code.

The Superintendent shall complete an investigation of an employee that involves evidence that the employee may have engaged in misconduct described above, despite the employee's resignation from employment before completion of the investigation.

Principals must notify the Superintendent or designee within seven business days after the date of an employee's termination or resignation following an alleged incident of misconduct described above.

Reports Concerning Court-Ordered Withholding

Harmony 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:

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

Compliance Coordinators

Harmony Public Schools has designated the following employees as Coordinators to oversee compliance with the following state and federal laws:

Compliance Coordinator for Student Matters

Students (or parties acting on behalf of students) should contact the following Compliance Coordinator with any student concerns, reports or complaints regarding unlawful discrimination based on race, national origin, religion, disability, sex or gender (including sexual harassment), or any other protected characteristic to:

Name: Charles Lambert

Position: Director of Internal Investigations

Address: 9321 W Sam Houston Pkwy S. Houston, Texas 77099

Telephone: (713) 343-3333

Email: clambert@harmonytx.org

Title VII and Title IX Coordinator for Employee Matters

Employees should direct to the Title VII and Title IX Coordinator any concerns, reports or complaints regarding unlawful discrimination experienced by employees based on sex (including sexual harassment or other sexual misconduct), age, race, national origin, religion and/or disability, or other civil rights issues.

Name: Helen Miller

Position: Director of Employee Relations

Address: 9321 W Sam Houston Pkwy S. Houston, Texas 77099

Telephone: (713) 343-3333

Email: hemiller@harmonytx.org

ADA/Accommodations Coordinator

Requests for accommodation are to be directed to the ADA/Accommodations Coordinator:

Name: HR Leave Department

Address: 9321 W Sam Houston Pkwy S. Houston, Texas 77099

Email: leave@harmonytx.org

Prohibition of Harassment and Discrimination

Harmony Public Schools prohibits discrimination, including harassment, on the basis of a person's race, color, gender, national origin, disability, religion, age, sex, sexual orientation, gender identity, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of Harmony policy. Employees should not tolerate discrimination or harassment of themselves or others and are encouraged to report claims as soon as possible to their supervisor or if the harassment involves their supervisor, to the HR Department. Failure to promptly report alleged harassment may impair Harmony's ability to investigate and address the claim(s).

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

- Has the purpose or effect of unreasonably interfering with the employee's work performance
- Creates an intimidating, threatening, hostile, or offensive work environment; or
- Otherwise adversely affects the employee's performance, environment or employment opportunities.

Employees will not engage in conduct constituting discrimination or harassment. Harmony will investigate all allegations of such claims and take appropriate disciplinary action—up to and including termination—against employees found to engage in such acts.

Religious Discrimination Prohibited

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

Breastfeeding Accommodations in the Workplace

Harmony shall, subject to any undue hardship exceptions allowed under the law, provide:

1. A reasonable break time for an employee to express breast milk for such employee's nursing child for one year after the child's birth each time the employee has need to express the milk; and
2. A place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk.

Sexual Harassment Prohibited

Harmony Public Schools prohibits discrimination on the basis of sex, including sexual harassment, of a student and/or employee by an employee, volunteer, or another student.

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

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

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

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

General Definitions

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

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

A “formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that Harmony 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 Harmony’s educational program or activity without unreasonably burdening either party, including measures designed to protect the safety of all parties or Harmony’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 identified above, 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.

Harmony’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, Harmony must provide the following written notice to the parties who are known:

- Notice of Harmony’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 Harmony prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, during an investigation, Harmony decides to investigate allegations about the complaint or respondent that are not included in the initial notice of the complaint, Harmony 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 Harmony.

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

- Harmony 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 Harmony 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 respondent. Harmony 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 Harmony’s sexual harassment policy.
- Harmony 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.
- Harmony shall attempt to complete an investigation of reported sexual harassment within 45 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.
- Harmony shall employ the preponderance of the evidence standard to determine responsibility when reviewing formal complaints.
- Harmony 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.

Consolidation of Formal Complaints

Harmony 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

Harmony must investigate the allegations in a formal complaint.

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

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

Harmony 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 Harmony; or
- Specific circumstances prevent Harmony from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon a dismissal, Harmony must promptly send simultaneous written notice to the parties of the dismissal and the reason(s) for the dismissal. Dismissal of a formal complaint does not preclude Harmony 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.

- Harmony will ensure the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on Harmony and not on the parties.
- Harmony 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 Harmony receives that party's voluntary, written consent to do so.
- Harmony will provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.
- Harmony will not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.
- Harmony 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. Harmony 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.
- Harmony 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.
- Harmony 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, Harmony 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.
- Harmony 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 Harmony'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 Harmony's education program or activities will be provided to the complainant; and
- Harmony's procedures and permissible bases for the complainant and respondent to appeal.

Harmony must provide the written determination to the parties simultaneously. The determination becomes final either on the date Harmony 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

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

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

As to appeals, Harmony 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. Harmony 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 Harmony's grievance procedures.

Emergency Removals

Harmony is able to remove a respondent from Harmony's education program on an emergency basis, provided that Harmony 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. Harmony'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, Harmony may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication. However, Harmony 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, Harmony 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, Harmony must:

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

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

Retaliation Prohibited

Neither Harmony 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

Harmony 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.

Complaint Procedures: Harassment and Discrimination (Other than Sexual Harassment)

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

- In the event you feel you are a victim of harassment, you should immediately contact your supervising Campus Principal, Department Chief, Area Superintendent or the appropriate Compliance Coordinator. In the event your Campus Principal, Department Chief, or Area Superintendent is the alleged harasser, you should contact the next level of management or the appropriate Compliance Coordinator.
- Any employees who are uncomfortable with face-to-face interaction may write down their complaints in a memo, and submit the memo to the supervising Campus Principal, Department Chief, or Area Superintendent
- Campus Principals, Department Chiefs, and Area Superintendents are expected to contact the appropriate Compliance Coordinator immediately upon receiving a complaint of harassment or discrimination.
- The investigation may be conducted by the appropriate Compliance Coordinator or one of the following persons as designee: the campus principal, area superintendent, district HR manager, or Harmony's attorney.
- 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 Harmony to any third person or to anyone within Harmony 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 Harmony 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:

- Demotion
- Poor performance appraisals
- Transfers
- Assignment of demeaning tasks; or
- 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 Harmony's complaint process, an employee may file a formal complaint with the United States 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 Campus Principal, Department Chief, or Area Superintendent may, but need not, require the complaining employee to prepare a written report. Oral complaints will be reduced to written form. Following completion of the investigation, the compliance coordinator or designee will prepare a written decision regarding the complaint.

Appeal

An employee who is dissatisfied with the outcome of the investigation may appeal through the process set forth in Board Policy 4.27 (Employee Complaints and Grievances – Campus Level Staff), beginning at Level Two.

Corrective Action

Harmony will take prompt and effective action to end any harassment and to deter future harassment and discrimination. This may include discipline or termination of the perpetrator or of the complainant in the case that a falsified complaint or contributory behavior was discovered to have occurred.

Both the complaining employee and the alleged wrongdoer have the right to appeal the determination of the investigation according to the terms of Harmony's grievance and complaint policy. See "Complaints and Grievances," p. 60 of this Handbook.

Liability for Harassment

Harmony accepts no liability for harassment or discrimination of any kind by an employee. Harmony does not consider harassing or discriminatory conduct to be within the course and scope of employment or the direct consequences of the discharge of any employee's duties. Accordingly, to the extent permitted by law, Harmony reserves the right not to provide a defense or pay damages assessed against employees for harassing or discriminatory conduct in violation of Harmony policy.

School Investigations

When Harmony investigates a complaint of misconduct, including but not limited to complaints of student abuse or any type of discrimination or harassment, it expects and requires the cooperation of all employees including the complainant, witnesses, and the accused. During an investigation, Harmony may interview employees privately and take oral and/or written statements from them. Any employee who fails to cooperate with such an investigation or to provide complete and truthful information may be subject to disciplinary action, up to and including termination from employment.

COMPLAINTS AND GRIEVANCES

Harmony values the views and concerns of its employees and encourages employees to express their views and workplace concerns through appropriate informal and formal processes.

Initially, the Board encourages employees to discuss their views and concerns through informal discussions and meetings with their Supervisors, Department Chiefs, and/or Campus Principals. Employees should attempt to address their concerns as soon as possible in order to allow for early resolution at the lowest possible administrative level, and to comply with the timelines set out in Board Policy PG-4.27.

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

Days. For purposes of Harmony's employee complaint process, "days" shall mean school business days. 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/Grievance. The terms "complaint" and "grievance" shall have the same meaning. A grievance under these procedures may include, but shall not be limited to, any of the following:

1. Grievances concerning an employee's wages, hours, or conditions of work.
2. Notwithstanding Board Policies PG-4.14, 4.14.1, and 4.12, specific allegations of discrimination in employment on the basis of sex (including allegations of sexual harassment and/or wage discrimination on the basis of sex), race, religion, national origin, age, or disability, following completion of an investigation by the appropriate compliance coordinator or designee designated by applicable policy.
3. Specific allegations of discrimination or retaliation on the basis of the employee's exercise of constitutional rights.

4. Specific allegations of adverse employment action in retaliation for reporting to an appropriate authority a violation of law by a Harmony employee, Director, or Officer. Employees making such complaints must initiate a grievance under this policy within the time specified by law. Timelines for the employee and Harmony set out in this policy may be shortened to allow the Board to make a final decision within 60 days of the initiation of the complaint.

Grievance Rules

1. Neither the Board nor any Harmony employee may retaliate against an employee for bringing a concern or complaint informally or formally.
2. Employees filing a formal grievance must utilize the Harmony's Grievance Forms for the corresponding grievance level. The forms are available at HPS Docs.
3. In compliance with the Level One Grievance Form, 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 Harmony'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 Harmony's discretion.
5. A grieving employee may be represented by an attorney or advocate at any level of the grievance process by way of written submissions and/or by appearances at any hearings or board meetings where the grievance or any appeal will be heard. However, attorneys or advocates may not interfere with the factual investigations of grievance officials and are not entitled to be present in any fact-finding interviews or meetings. The complaining employee must comply with all time limits applicable to the grievance process unless such time limits are modified by mutual consent.
6. 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.
7. Harmony 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.
8. The complaining employee shall present all reasonably available documents supporting their grievance at Level One.
9. 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.
10. Costs of a grievance shall be borne by the party incurring them.

Complaint Process – Campus Level Staff

This policy governs complaints and grievances filed by campus level staff. Complaints and grievances from all other employees are governed by either PG-4.6.2 or PG-4.6.3.

Informal Conferences

A campus level employee may request an informal conference through his or her Campus Principal or Supervisor within five 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, he or she may (1) request a second informal conference with the supervising Area Superintendent or (2) submit a written grievance form to the Campus Principal.

Formal Grievances

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

In the event of a problem or dispute with other personnel, students, or parents, an employee may submit a grievance following the process described below.

A grievance must specify the harm alleged by each individual and the remedy sought. An employee is prohibited from bringing separate or serial grievances regarding the same event or action. Multiple grievances may be consolidated at the discretion of Harmony. The complaining employee shall strictly comply with all time limits discussed in this policy unless such time limits are modified by mutual consent. Costs of any grievance shall be paid by the party incurring them.

Level One

An employee shall submit a proper grievance, in writing, to the supervising Campus Principal within the later of (1) five business days of the date the employee first knew or should have known of the event(s) giving rise to the complaint, or (2) within five business days after the date a letter is mailed or e-mailed to the employee after completion of the informal grievance process notifying the employee of the formal grievance process. Harmony reserves the right, upon review of the grievance, to require the grievant to begin the grievance process at Level Two.

The employee's Campus Principal or designee shall serve as the Level One Grievance Officer and shall meet with the employee to consider the grievance within ten business days of receipt of the written grievance, unless the Level One Grievance Officer receives permission from the District Office to forego a conference due to extenuating circumstances. If a grievance conference is foregone, the Level One Grievance Officer will communicate with the grievant through written communication. The Level One Grievance Officer will provide a written response to the employee within ten business days of the meeting.

Note: An employee alleging adverse employment action in retaliation for a violation of law by a Harmony employee, Director, or Officer may appeal directly from Level One to Level Three.

Level Two

If the grievance 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, the employee may submit a written appeal to the supervising Area Superintendent or designee within ten business days of the Level One decision or the response deadline if no decision is made. The appeal must be specific, reference the law or policy alleged to have been violated or the dissatisfaction raised by the employee, and where possible, suggest a resolution.

The Area Superintendent or designee will serve as the Level Two Grievance Officer. The Level Two Grievance Officer may, but is not required to, meet with the employee. The Level Two Grievance Officer shall review the complaint and the record and shall issue a decision on or before ten business days of receipt of the Level Two Grievance or on or before ten business days after the Level Two meeting.

Level Three

If the grievance is not resolved to the employee's satisfaction at Level Two, or if no written decision is received from the Level Two Grievance Officer within the time allotted, the employee may submit a written appeal to the Superintendent of Schools or designee within ten business days of the Level Two decision or the response deadline if no decision is made.

The Superintendent of Schools or designee shall serve as the Level Three Grievance Officer. The Level Three Grievance Officer may, but is not required to, meet with the employee. The Level Three Grievance Officer shall review the complaint and the record and shall issue a decision on or before ten business days of receipt of the Level Three Grievance or on or before ten business days after the Level Three meeting.

Level Four

If the matter is still not resolved, the employee may submit a written appeal to the Superintendent of Schools or designee a written appeal to the Board of Directors within ten business days of receipt of the Level Three Grievance

Officer's response or, if no written decision is received, no later than ten business days of the deadline for receipt of a Level Three decision.

Harmony shall place the matter on the agenda of a future Board meeting. The employee will be notified in writing of the date of the meeting at which the Board of Directors will consider the employee's complaint.

The Board of Directors shall consider the employee's complaint based on the written documentation previously submitted by the employee and the administration. Additionally, the employee and the administration may present written comment for consideration by the Board of Directors. If the employee and/or the administration choose to submit written comments, such comments must be presented no later than seven calendar days before the Board meeting at which the complaint will be considered by the Board of Directors.

If, after considering the complaint and the written documentation previously submitted and written comments submitted for the Board of Directors consideration, if any, the Board of Directors desires to hear oral presentations, the Board of Directors may, at its discretion, require the appearance of the employee and the administration at a future Board meeting. The Superintendent of Schools or designee shall inform the employee of the date, time, and location of the meeting, and the Board may set a reasonable time limit for oral presentations.

The Board of Directors shall communicate its decision, if any, orally or in writing, at any time up to and including the next regularly scheduled Board meeting after considering the complaint, provided that if the Board of Directors decides to hear oral presentations, the Board of Directors shall communicate its decision, if any, orally or in writing, at any time up to and including the next Board meeting after hearing the oral presentations. The failure of the Board of Directors to act on a complaint has the effect of upholding the decision below. The Board of Directors may not delegate its authority to issue a decision, and any decision by the Board of Directors is final and may not be appealed.

Grievances involving the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the employee bringing the grievance, may be heard by the Directors in a closed meeting. Grievances involving a complaint or charge against another Harmony employee, Director, or Officer shall be heard in a closed meeting unless an open meeting is requested in writing by the employee, Director, or Officer against whom the complaint or charge is brought.

Complaint Process – District Level Staff

This policy governs complaints and grievances filed by District Level Staff. Complaints and grievances filed by all other employees are governed by either PG-4.6.1 or PG-4.6.2.

Informal Conferences

A District Level Staff member may request an informal conference through his or her designated supervisor within five business 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, he or she may submit a written grievance form to the supervising Area Superintendent.

Formal Grievances

The formal process provides all District Level Staff members with an opportunity to be heard up to the highest level of management if they are dissatisfied with an administrative response. Once all administrative procedures are exhausted, employees can bring concerns or complaints to the Board, as outlined below.

In the event of a problem or dispute with other personnel, students, or parents, an employee may submit a grievance following the process described below.

A grievance must specify the harm alleged by each individual and the remedy sought. An employee is prohibited from bringing separate or serial grievances regarding the same event or action. Multiple grievances may be consolidated at

the discretion of Harmony. The complaining District Level Staff member shall strictly comply with all time limits discussed in this policy unless such time limits are modified by mutual consent. Costs of any grievance shall be paid by the party incurring them.

Level One

A District Level Staff member shall submit a proper grievance, in writing, to the supervising Area Superintendent or designee within the later of (1) five business days of the date the employee first knew or should have known of the event(s) giving rise to the complaint, or (2) within five business days of the date a letter is mailed or e-mailed to the employee after completion of the informal grievance process notifying the employee of the formal grievance process. Harmony reserves the right, upon review of the grievance, to require the employee to begin the grievance process at Level Two.

The supervising Area Superintendent or designee shall serve as the Level One Grievance Officer and shall meet with the employee to consider the grievance within ten business days of receipt of the written grievance, unless the Level One Grievance Officer receives permission from the Central Office to forego a conference due to extenuating circumstances. If a grievance conference is foregone, the Level One Grievance Officer will communicate with the grievant through written communication. The Level One Grievance Officer will supply a written response to the employee within ten business days of the meeting.

Level Two

If the grievance is not resolved to the employee's satisfaction at Level One, or if no Level One decision is received within the time allotted, the employee may submit a written appeal to the Superintendent of Schools or designee within ten business days of the Level One decision or the response deadline if no decision is made. The appeal must be specific, reference the law or policy alleged to have been violated or the dissatisfaction raised by the employee, and where possible, suggest a resolution.

The Superintendent of Schools or designee will serve as the Level Two Grievance Officer. The Level Two Grievance Officer may, but is not required to, meet with the employee. The Level Two Grievance Officer shall review the complaint and the record and shall issue a decision on or before ten business days of receipt of the Level Two Grievance or on or before ten business days after the Level Two meeting.

Level Three

If the matter is still not resolved, the employee may submit to the Superintendent of Schools or designee a written appeal to the Board of Directors within ten business days of receipt of the Level Two decision or, if no written decision is received, no later than ten business days of the deadline for receipt of a Level Two decision.

Harmony shall place the matter on the agenda of a future Board meeting. The employee will be notified in writing of the date of the meeting at which the Board of Directors will consider the employee's complaint.

The Board of Directors shall consider the employee's complaint based on the written documentation previously submitted by the employee and the administration. Additionally, the employee and the administration may present written comments for consideration by the Board of Directors. If the employee and/or the administration choose to submit written comments, such comments must be presented no later than seven calendar days before the Board meeting at which the complaint will be considered by the Board of Directors.

If, after considering the complaint and the written documentation previously submitted and written comments submitted for the Board of Director's consideration, if any, the Board of Directors desires to hear the oral presentations, the Board of Directors may, at its discretion, require the appearance of the employee and the administration at a future Board meeting. The Superintendent of School or designee shall inform the employee of the date, time, and location of the meeting and the Board of Directors may set a reasonable time limit for oral presentations.

The Board of Directors shall communicate its decision, if any, orally or in writing, at any time up to and including the next regularly scheduled Board meeting after considering the complaint, provided that if the Board of Directors decides to hear oral presentations the Board of Directors shall communicate its decision, if any, orally or in writing, at any time up to and including the next Board meeting after hearing the oral presentations. The failure of the Board of Directors to act on a complaint has the effect of upholding the decision below. The Board of Directors may not delegate its authority to issue a decision, and any decision by the Board is final and may not be appealed.

Grievances involving the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the employee bringing the grievance, may be heard by the Directors in a closed meeting. Grievances involving a complaint or charge against another Harmony employee, Director, or Officer shall be heard in a closed meeting unless an open meeting is requested in writing by the employee, Director, or Officer against whom the complaint or charge is brought.

Complaint Process – Central Office Staff

This policy governs complaints and grievances filed by Central Office Staff. Complaints and grievances filed by all other employees are governed by either PG-4.6.1 or PG-4.6.3.

Informal Conferences

A Central Office Staff employee may request an informal conference through his or her designated supervisor within five business 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, he or she may submit a written grievance form to the supervising Department Chief.

Formal Grievances

The formal process provides all Central Office Staff employees with an opportunity to be heard up to the highest level of management if they are dissatisfied with an administrative response. Once all administrative procedures are exhausted, employees can bring concerns or complaints to the Board, as outlined below.

In the event of a problem or dispute with other personnel, students, or parents, an employee may submit a grievance following the process described below.

A grievance must specify the harm alleged by each individual and the remedy sought. An employee is prohibited from bringing separate or serial grievances regarding the same event or action. Multiple grievances may be consolidated at the discretion of Harmony. The complaining employee shall strictly comply with all time limits discussed in this policy unless such time limits are modified by mutual consent. Costs of any grievance shall be paid by the party incurring them.

Level One

A Central Office Staff employee shall submit a proper grievance, in writing, to the supervising Department Chief within the later of (1) five business days of the date the employee first knew or should have known of the event(s) giving rise to the complaint, or (2) within five business days after the date a letter is mailed or e-mailed to the employee after completion of the informal grievance process notifying the employee of the formal grievance process. Harmony reserves the right, upon review of the grievance, to require the employee to begin the grievance process at Level Two.

The supervising Department Chief or designee shall serve as the Level One Grievance Officer and shall meet with the employee to consider the grievance within ten days of receipt of the written grievance, unless the Level One Grievance Officer receives permission from the Superintendent of Schools to forego a conference due to extenuating circumstances. If a grievance conference is foregone, the Level One Grievance Officer will communicate with the grievant through written communication. The Level One Grievance Officer will supply a written response to the employee within ten business days of the meeting.

Level Two

If the grievance is not resolved to the employee's satisfaction at Level One, or if no written Level One decision is received within the time allotted, the employee may submit a written appeal to the Superintendent of Schools or designee within ten business days of the Level One decision or the response deadline if no decision is made. The appeal must be specific, reference the law or policy alleged to have been violated or the dissatisfaction raised by the employee, and where possible, suggest a resolution.

The Superintendent of Schools or designee will serve as the Level Two Grievance Officer. The Level Two Grievance Officer may, but is not required to, meet with the employee. The Level Two Grievance Officer shall review the complaint and the record and shall issue a decision on or before ten business days of receipt of the Level Two Grievance or on or before ten business days after the Level Two meeting.

Level Three

If the matter is still not resolved, the employee may submit to the Superintendent of Schools a written appeal to the Board of Directors within ten business days of receipt of the Level Two decision or, if no written decision is received, no later than ten business days of the deadline for receipt of a Level Two decision.

Harmony shall place the matter on the agenda of a future Board meeting. The employee will be notified in writing of the date of the meeting at which the Board of Directors will consider the employee's complaint.

The Board of Directors shall consider the employee's complaint based on the written documentation previously submitted by the employee and the administration. Additionally, the employee and the administration may present written comments for consideration by the Board of Directors. If the employee and/or the administration choose to submit written comments, such comments must be presented no later than seven calendar days before the Board meeting at which the complaint will be considered by the Board of Directors.

If, after considering the complaint and the written documentation previously submitted and written comment submitted for the Board of Director's consideration, if any, the Board of Directors desires to hear oral presentations, the Board of Directors, may, at its discretion, require the appearance of the employee and the administration at a future Board meeting. The Superintendent of Schools or designee shall inform the employee of the date, time, and location of the meeting, and the Board may set a reasonable time limit for oral presentations.

The Board of Directors shall communicate its decision, if any, orally or in writing, at any time up to and including the next regularly scheduled Board meeting after considering the complaint, provided that if the Board of Directors decides to hear oral presentations, the Board of Directors shall communicate its decision, if any, orally or in writing, at any time up to and including the next Board meeting after hearing the oral presentations. The failure of the Board of Directors to act on a complaint has the effect of upholding the decision below. The Board of Directors may not delegate its authority to issue a decision, and any decision by the Board is final and may not be appealed.

Grievances involving the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the employee bringing the grievance, may be heard by the Directors in a closed meeting. Grievances involving a complaint or charge against another Harmony employee, Director, or Officer shall be heard in a closed meeting unless an open meeting is requested in writing by the employee, Director, or Officer against whom the complaint or charge is brought.

Whistleblower Complaints

The Texas Whistleblower Act ("TWA") protects employees who make good faith reports of violations of law by Harmony or another employee to an appropriate law enforcement authority. Harmony is prohibited from suspending, terminating the employment of, or taking other adverse personnel action against an employee who makes a report under the TWA.

An employee who alleges a violation of whistleblower protection must file a written complaint to the HR Department 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, the Superintendent or designee will conduct an investigation 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 Complaints and Grievances Process beginning on page 88, beginning at Level Three.

Harmony 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 Harmony's complaint procedure, in which case the employee must sue not later than the 30th day after the date those procedures are exhausted to obtain relief under the TWA; or
2. Terminate Harmony's complaint procedures and sue within the timelines established by the TWA.

STUDENT WELFARE

Student Discrimination and Harassment

Harmony Public Schools prohibits discrimination, including harassment, against any student on the basis of race, color, religion, gender, national origin, disability, age, academic, artistic or athletic ability, the school district the student would otherwise attend, or any other basis prohibited by law. Discrimination against a student is defined as conduct directed at a student on the above legally protected classifications that adversely affects the student. Harmony employees will not engage in discrimination of students nor tolerate student-to-student discrimination.

Harmony Public Schools further prohibits sexual harassment against students. Such harassment includes unwelcome verbal or physical sexual advances, including but not limited to engaging in sexually-oriented conversations, telephoning students at home or elsewhere to solicit unwelcome social relationships, physical contact that would reasonably be construed as sexual in nature, threatening or enticing students to engage in sexual behavior in exchange for grades or other school-related benefit, request for sexual favors, sexually-motivated physical, verbal, or nonverbal conduct when the conduct affects the student's ability to participate in or benefit from a program or activity, or creates an intimidating, threatening, hostile or offensive educational environment. Sexual harassment of students by employees is always a violation of law and, therefore, cannot be defended on the grounds that the student may have sought or encouraged the conduct.

Romantic or inappropriate social relationships between students and school employees are prohibited. Employees who suspect a student may have experienced prohibited harassment are obligated to report their concerns to the campus Principal or other appropriate school official. All allegations of prohibited harassment of a student by an employee or adult will be reported to the student's parents and promptly investigated. An employee who knows of or has a cause to believe child abuse, neglect or maltreatment of a child must also report his or her knowledge or suspicion to the appropriate law enforcement authorities, within 48 hours as required by law. Failure to report suspected child abuse or neglect is a criminal offense.

Harmony will investigate all allegations of such discrimination and will take appropriate disciplinary action against employees or students who have engaged in such acts. Retaliation against anyone involved in the complaint process is a violation of Harmony policy. Employees will not tolerate any form of discrimination of students and will report any alleged acts in a timely manner. Failure to promptly report alleged discrimination may impair Harmony's ability to investigate and address the harassment and any employee violating this policy is subject to disciplinary action, up to and including termination from employment.

Reporting Abuse and/or Neglect

Purpose of Reporting Law

The purpose of the reporting law is to protect the child by encouraging more complete reporting of suspected child abuse and/or neglect. This purpose is accomplished by:

1. Identification of the child in peril as quickly as possible.
2. Designation of the agency, Texas Department of Family and Protective Services (DFPS), and local law enforcement to receive and investigate reports of suspected child abuse.
3. Offering, where appropriate, services and treatment.

Protection for Reporting Child Abuse and/or Neglect

Any Harmony officer, employee, agent or volunteer who has cause to believe that a child's physical or mental health or welfare has been or may be adversely affected by abuse, neglect or other maltreatment by any person, must immediately make a report as required by law.

If a professional employee has cause to believe that a child has been or may be abused, maltreated, or neglected, he or she **MUST** make a verbal report within 48 hours after the person first suspects abuse, neglect or maltreatment. The person **MAY NOT** delegate to or rely on another person to make the report. For purposes of this reporting requirement, the term "professional" means an individual who is licensed or certified by the state or who is an employee of a facility licensed, certified, or operated by the state and who, in the normal course of official duties or duties for which a license or certification is required, has direct contact with children.

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 will 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.

Failure to report suspected child abuse or neglect is a misdemeanor punishable by imprisonment of up to 180 days and/or a fine of up to \$2,000 ([Texas Family Code, Chapter 261](#)).

Harmony Public Schools or its agents may not suspend or terminate the employment of, or otherwise discriminate against, a professional employee who, in good faith:

- Reports 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.

Texas Department of Family and Protective Services reporting website:
<http://www.txabusehotline.org/Login/Default.aspx>
Texas Department of Family and Protective Services reporting hotline: 1-800-252-5400

Photographs

Only during an on-site investigation can CPS or a law enforcement officer direct an employee to photograph alleged abuse.

Photographing will be conducted in a way that protects the privacy of the child and ensures professional conduct on the part of the employee taking the photographs. Photographs may only be taken using equipment furnished by the investigation agency.

Notifying the Parents

The CPS/DFPS or law enforcement agency conducting the investigation is responsible for notifying the parents when a child abuse report has been made concerning their child. The campus and Harmony staff do not ordinarily notify parents of such investigations unless CPS directs the campus or staff to do so.

Officer/Caseworker Interviewing/Removing a Student

If a member of a law enforcement agency or a CPS caseworker requests permission to interview a student on or off campus, the Principal or Principal's designee (professional employee) should verify and record the identity of the officer or caseworker making the request and determine the purpose of the interview. The Principal may also contact the supervisor of the officer or caseworker to validate the person's authority to conduct the interview.

The Principal or designee will not impede a CPS investigation; however, students should not be removed from class in order for CPS to simply check on the child or conduct counseling sessions.

If the student is to be interviewed on campus, the Principal or designee should ask the caseworker or law enforcement officer if he or she may be present with the child during the questioning to serve as an advocate for the child in the absence of a parent/guardian. If the investigator raises a valid objection to a third party's presence, documentation of the request and the response of the investigator should be recorded.

If the student is to be interviewed or removed from the campus, the Principal will complete a "Law Enforcement Official Student Interview Form" form to document the action.

Confidentiality

Confidentiality is assured under Texas law for purposes of the investigation. However, the identity of the person making the report may be disclosed orally to Harmony's attorney and to other law enforcement officials. Neither the fact of the written or oral report nor any of its contents, including the name of the person making the report, should be revealed to anyone other than the immediate school officials (Principal, Assistant Principal, nurse, health aide, and/or counselor), CPS/DFPS and local law enforcement authorities.

This report should not be released to the parent of the child involved or to the individual upon whom the report is made. The individual about whose behavior the report was filed will be informed by CPS/DFPS that a report has been filed and both parents and the individual upon whom the report was made will have a right to receive a copy of the record made by CPS/DFPS. The name of the person making the report, however, will not be revealed to either the parents or the person against whom the report is made.

Harmony personnel should be aware that they must be extremely cautious about maintaining the confidentiality of both the report and the fact that the report has been filed. This is particularly important to remember in dealing with anyone who may ask for a confirmation that a report has been made. Harmony personnel must simply state that such reports are confidential and that it would be inappropriate to either confirm or deny the information.

Any comment or reporting could be considered a violation of confidentiality or violate the privacy rights of the individuals involved.

Child Sexual Abuse, Sex Trafficking, and Other Maltreatment

Harmony Public Schools has established a plan for addressing child sexual abuse, sex trafficking, and other maltreatment of children. The plan may be accessed at the Central Office or in the main office of each campus. As an employee, it is important for you to be aware of warning signs that could indicate a child may have been or is being sexually abused, trafficked, or otherwise mistreated. Sexual abuse in the Texas Family Code is defined as any sexual conduct harmful to a child's mental, emotional, or physical welfare as well as a failure to make a reasonable effort to prevent sexual conduct with a child. "Trafficking" of a child has the meaning assigned by [Penal Code § 20A.02\(a\)\(5\), \(6\), \(7\), or \(8\)](#). Other maltreatment of a child includes "abuse" or "neglect," as those terms are defined by [Family Code Chapter 261](#). Anyone who suspects that a child has been or may be abused, trafficked, or neglected has a legal responsibility under state law for reporting the suspected abuse or neglect to law enforcement or to CPS.

Computer Technician Reports of Child Pornography

Any computer technician employed by Harmony Public Schools who, in the course and scope of employment or business with Harmony, 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.

GENERAL STUDENT ISSUES

Equal Educational Opportunities

Harmony Public Schools does not discriminate on the basis of race, color, religion, national origin, gender, or disability in providing education services, activities, and programs, including vocational programs, in accordance with [Title VI of the Civil Rights Act of 1964](#), as amended; [Title IX of the Educational Amendments of 1972](#); and [Section 504 of the Rehabilitation Act of 1973](#), as amended. In accordance with state charter school law and regulations, Harmony also does not discriminate against students based on academic, artistic or athletic ability or the school district a student would otherwise attend.

Questions or concerns about discrimination of students based on any of the reasons listed above should be directed to the Superintendent or designee.

Student Records

Student records are confidential and are protected from unauthorized inspection or use under federal law known as the Family Educational Rights & Privacy Act (FERPA). Employees should take precautions to maintain the confidentiality of all student records. The following people are the only people who have general access to a student's records:

- Parents: Married, separated, or divorced unless parental rights have been legally terminated and the school has been given a copy of the court order terminating parental rights
- The student (if 18 or older or emancipated by a court); and
- School officials with legitimate educational interests.

Parents or students who want to review student records should be directed to the campus Principal for assistance.

Parent and Student Complaints

In an effort to hear and resolve parent and student complaints in a timely manner and at the lowest administrative level possible, the board has adopted orderly processes for handling complaints on different issues. Any Principal or the superintendent's office can provide parents and students with information on filing a complaint.

Parents are encouraged to discuss problems or complaints with the teacher or the appropriate administrator at any time. Parents and students with complaints that cannot be resolved to their satisfaction should be directed to the campus's Principal. After all administrative complaint procedures are exhausted, parents and students can bring complaints to the Board of Directors for consideration.

Student Health Services

Harmony's school health services supplement the efforts of parents and personal health care providers to promote, improve, and maintain student health and well-being. These school health services are not intended to replace outside health care and should not be viewed as an alternative to seeking medical attention outside of the school.

Teachers should be alert for signs of illness in their students and immediately report such signs to the school nurse or health aide and/or Principal.

The following procedure should be followed in case of serious accidents, injuries, or sudden illness:

- Administer first aid, if necessary and appropriate.
- Notify the student's parents.
- Contact the school nurse or health aide or the student's family doctor if the student's parents or emergency contacts cannot be located.
- If necessary, call an ambulance.
- Complete an incident form and return the completed form to the Principal.

Administering Medication to Students

Only designated employees can administer prescription medication and nonprescription medication to students. A student who must take medication during the school day must bring a written request from his or her parent and orders from the student's doctor. No medication may be administered on campus without at least a doctor order containing the student name, date of birth, medication, strength, route, time, reason for the medication, and possible side effects AND a written parent statement that gives permission for both administration of medication and contact of the prescribing physician for follow up as necessary. The medicine should be in its original, properly labeled container. No herbal or dietary supplements will be administered to students by any staff member, even with doctor's orders and written parent consent.

Dietary Supplements

Harmony employees are prohibited by state law from knowingly selling, marketing, or distributing a dietary supplement that contains performance-enhancing compounds to students. In addition, employees may not knowingly endorse or suggest the ingestion, intranasal application, or inhalation of a performance-enhancing dietary supplement to any student.

Psychotropic Drugs

A psychotropic drug is a substance used in the diagnosis, treatment, or prevention of a disease or as a component of a medication. It is intended to have an altering effect on perception, emotion, or behavior and is commonly described as a mood- or behavior-altering substance.

Harmony employees are prohibited by state law from doing the following:

- Recommending that a student use a psychotropic drug
- Suggesting a particular diagnosis
- Excluding from class or any school-related activity a student whose parent refuses to consent to a psychiatric evaluation or to authorize the administration of a psychotropic drug to a student.

However, a Harmony officer or employee may:

- Make an appropriate referral under Child Find
- Recommend that a child be evaluated by an appropriate medical practitioner, if the employee is a registered nurse, advanced nurse practitioner, physician, or certified or appropriately credentialed mental health professional; or
- Discuss an aspect of a child's behavior or academic progress with the child's parent or other Harmony officer or employee, as appropriate.

Bullying

Harmony Public Schools 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 the 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.

Harmony'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 Principal or designee.

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

The Principal 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 Principal 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 Harmony's anti-discrimination and harassment policy instead. The Principal or designee shall conduct an appropriate investigation based on the allegations in the report, and shall take prompt interim action calculated to prevent bullying during the course of an investigation, if appropriate.

The Principal 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. Harmony may take action 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.). Harmony 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 Conduct and Discipline

Students are expected to follow classroom rules, campus rules, and the rules contained in the Student Code of Conduct and Student Handbook. Teachers and administrators are responsible for taking disciplinary action based on a range of discipline management procedures adopted by Harmony. Non-instructional employees with concerns about student behavior should contact the student's classroom teacher or the Principal.

Teachers must file a written report with the Principal or another appropriate administrator upon learning that a student has violated the Student Code of Conduct. The Principal or administrator will send a copy of this report to the student's parents within 24 hours.

Discipline should be handled by professional staff members. The staff member should confer with the student, Principal, and parents in unusual circumstances. Cooperation and understanding between parents and the school can often eliminate problems.

Student Attendance

Teachers and staff should be familiar with Harmony's policies and procedures for attendance accounting. Contact a Principal for additional information.