

**Priority Charter  
Schools, INC Agenda  
Regular Meeting of the Board of Directors**

The Board of Trustees of Priority Systems, Inc. dba Priority Charter Schools will conduct a regular meeting Thursday, June 9, 2022, at 6:00 P.M. at Priority Charter Schools Administration Office, 275 FM 2483, Belton, TX 76513.

**1. Roll Call**

**2. Pledges of Allegiance**

**3. Call to Order**

**4. Public Comments**

- a. Presentation on the PCS 2022-2023 Federal Every Student Succeeds Act (ESSA) – PCS Use of Title I, Title II, and Title IV Funds
- b. Public Comment on the PCS 2022-2023 Federal Every Student Succeeds Act (ESSA) – PCS Use of Title I, Title II, and Title IV Funds

**5. Acceptance of Previous Board Meeting Minutes**

- a. Minutes from the April 14, 2022, Regular Board Meeting
- b. Minutes from May 26, 2022, Special Called Board Meeting

**6. Superintendent Update**

- a. April 2022 and May 2022 Student of the Month Recognition
- b. April 2022 and May 2022 Teacher of the Month Recognition
- c. 2022 Special Programs and Dyslexia Audit Presentation

**7. Board Business**

- a. Consider and Take Possible Action Regarding April 2022 Financial Statements
- b. Consider and Take Possible Action Regarding May 2022 Financial Statements
- c. Consider and Take Possible Action Regarding Budget Amendments
- d. Consider and Take Possible Action Regarding the 2022-2023 PCS Benefits Employer Contribution Rates
- e. Consider and Take Possible Action Regarding the 2022-2023 PCS Employee Handbook
- f. Consider and Take Possible Action Regarding Updated PCS Personnel Policies PG-Group 4 - PG 4.14 and PG 4.25
- g. Consider and Take Possible Action Regarding the 2022-2023 PCS Compensation Plan

- h. Consider and Take Possible Action Regarding Approval of Cynthia Fisher as Georgetown Charter Academy Principal for 2022-2023 School Year
- i. Consider and Take Possible Action Regarding Updated PCS Instructional Policies PG-2.4, PG-2.8, PG-2.11, PG-2.18, PG-2.20, and PG-2.27
- j. Consider and Take Possible Action Regarding Updated PCS Special Education Policies PG-6.3, PG-6.7, PG-6.8, and PG-6.14
- k. Consider and Take Possible Action Regarding the 2022-23 Allotment and TEKS Certification of Instructional Materials
- l. Consider and Take Possible Action Regarding Board Meeting Schedule for 2022-2023
- m. Consider and Take Possible Action Regarding Board Officer Election for 2022-2023

## **8. Consent Agenda**

1. Region 12 ESC Leadership Support Services Contract
2. Region 12 ESC Leadership Grant Cycle II Contract
3. Region 12 ESC TCLAS 2A Comprehensive Professional Learning Plan Contract
4. Region 12 ESC TCLAS 2A Implementation Support Contract
5. Region 12 ESC 2022-2023 SSA & Cooperative Contract
6. Temple College MOU - Dual-Credit Comp 1 & Comp 2
7. Speech and Language Services Contract – Summer & Fall 2022

## **9. Adjourn Meeting**

Pursuant to the Texas Open Meetings Act, Chapter 551, Tex. Gov. Code, one or more of the above items may be considered in executive session, which is closed to the public under Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.087, 413.183(f), and 418.106 (d) and (e). The Board will not take action while in executive session, but only upon reconvening in open session. In accordance with Texas Attorney General Opinion, the purpose of the Open Meetings Act is to ensure public access to meetings of governmental bodies so that they have the opportunity to be informed about the transactions of public business. It does not provide a public forum for citizens to express opinions. However, if the governmental body decides to allow citizens input, it must not unfairly discriminate, but may establish reasonable restraints on the number, length, and frequency of presentations. Any citizen wishing to address the Board regarding a grievance must follow the adopted grievance policy before approaching the Board. Any citizen wishing to address the Board for any matter not regarding a grievance must request inclusion on the agenda at least 2 working days prior to the posting of the agenda. All requests must be made in writing, must be signed, and dated. Requests may be sent to the notice of the superintendent at the administration office. Agendas will be posted at least 72 hours in advance of meetings. Persons with disabilities who may require specific aids at the meeting should contact Robin Osburn at 254-206-3815 at least two working days prior to the meeting so that appropriate arrangements can be made. Braille is not available. For additional information please contact Dr. Scott Moger, Superintendent at 254-206-2013.

**Priority Charter Schools, Inc.**  
**Minutes Regular Meeting of the Board of Trustees**

The Board of Trustees of Priority Systems, Inc. dba Priority Charter Schools conducted a regular meeting Thursday, April 14, 2022 at 6:00 P.M. at Priority Charter Schools Administration Office located at 275 FM 2483 Belton, TX 76513. Board President, Norman Mitchell, facilitated the meeting in person. The meeting began at 6:00 P.M.

Members present:

*Norman Mitchell, Board President*  
*Darrell Haden, Board Member*

*David Barnes, Board Vice-President(T)*  
*Donna Haden, Board Member*

Guest:

*Dr. Scott Moger, Superintendent*  
*Karen Sykes, Ex. Dir of Special Programs*  
*Jason Osburn, Exec. Dir. of Operations*  
*Adrian Tristan, CPCA Principal*  
*Devera Shipp, TCA Principal*

*Dr. Christie Bledsoe, Asst. Supt.*  
*Josiah Perkins, Director of Marketing*  
*Dr. Michele Barrow, Dir. of Account.*  
*Cher Nickerson, CCA Principal*

**Roll Call:** Call to order at 6:00 P.M. with announcement by the Board President as to the presence of a quorum, that the meeting has been duly called, and that notice of the meeting has been posted for the time and manner by law.

**Pledges of Allegiance**

1. **Public Comments:** No public comments.

2. **Acceptance of Previous Board Meeting Minutes**

- a. **Minutes from the March 10, 2022, Regular Board Meeting:** Darrell Haden made a motion to accept the March 10, 2022, Regular Board Meeting minutes. Norman Mitchell seconded the motion. The motion passed unanimously.

3. **Superintendent Update**

- a. **2021-2022 Enrollment Update:** Dr. Moger updated the board on the current enrollment at all campuses. Principals were given the opportunity to explain any variances. Mr. Perkins shared the pre-enrollment numbers for next years.
- b. **Spring 2022-2023 Pre-Enrollment Update:** Dr. Moger updated the board the pre-enrollment numbers for all campuses for the 2022-2023 school year.
- c. **January 2022, February 2022, and March 2022 Student of the Month Recognition:** The principals present at the various campuses presented the January, February, and March Students of the Month. Dr. Bledsoe presented for all absent principals.
- d. **January 2022, February 2022, and March 2022 Teacher of the Month Recognition:** The principals present at the various campuses presented the January, February, and March Teacher of the Month. Dr. Bledsoe presented for all absent principals.
- e. **STAAR Interim Results Presentation:** Dr. Bledsoe shared the STAAR Interim Results.

Mr. Mitchell asked how we were using this data to impact testing in three weeks. Dr. Bledsoe assured that staff are using this information to lead high-impact tutoring at all campuses.

#### 4. Board Business

- a. **Consider and Take Action Regarding March 2022 Financial Statements:** Dr. Moger presented the March 2022 Financial Statements. Norman Mitchell made a motion to accept the March 2022 Financial Statements. Donna Haden seconded the motion. The motion passed unanimously.
- b. **Consider and Take Action Regarding Budget Amendments:** No budget amendments at this time.
- c. **Consider and Take Possible Action Regarding Updated PCS Instructional Policies PG-2.1-2.30:** Dr. Moger presented the updated PCS Instructional Policies PG-2.1-2.30. David Barnes made a motion to accept the updated PCS Instructional Policies PG-2.1-2.30. Norman Mitchell seconded the motion. The motion passed unanimously.
- d. **Consider and Take Possible Action Regarding Updated PCS Student Policies PG-3.1-3.40:** Dr. Moger presented the updated Student Policies PG-3.1-3.40. Darrell Haden made a motion to accept the updated PCS Student Policies PG-3.1-3.40. Norman Mitchell seconded the motion. The motion passed unanimously.
- e. **Consider and Take Possible Action Regarding Updated PCS Personnel Policies PG-4.1-4.9:** Dr. Moger presented the updated PCS Personnel Policies PG-4.1-4.9. Donna Haden made a motion to accept the updated PCS Personnel Policies PG-4.1-4.9. Norman Mitchell seconded the motion. The motion passed unanimously.
- f. **Consider and Take Possible Action on April 18<sup>th</sup> PCS Board of Director's District Wellness/Teacher Appreciation Day:** Dr. Moger presented the on April 18<sup>th</sup> PCS Board of Director's District Wellness/Teacher Appreciation Day. Norman Mitchell made a motion to accept the proposed on April 18<sup>th</sup> PCS Board of Director's District Wellness/Teacher Appreciation Day. Darrell Haden seconded the motion. The motion passed unanimously.

**5. Consent Agenda:** Dr. Moger presented the following contracts and MOUs. Darrell Haden accepted the consent agenda items as presented. Donna Haden seconded the motion. The motion passed unanimously.

a. Grand Canyon University MOU

**6. Adjourn Meeting:** Norman Mitchell motioned to adjourn the board meeting at 7:06 P.M. Darrell Haden seconded the motion. The motion passed unanimously.

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**Board President**

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**Date**

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**Board Vice-President**

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**Date**

(T): Joining via Teleconferencing

**Priority Charter Schools, Inc.  
Minutes Regular Meeting of the Board of Trustees**

The Board of Trustees of Priority Systems, Inc. dba Priority Charter Schools conducted a special meeting Thursday, April 14, 2022 Thursday, May 26, 2022, at 6:00 P.M. at the Killeen Arts & Activities Center 801 N. 4th St, Killeen, TX 76541. Board President, Norman Mitchell, facilitated the meeting in person. The meeting began at 6:00 P.M.

Members present:

*Norman Mitchell, Board President  
Darrell Haden, Board Member*

*Dr. Teresa Beamon  
Donna Haden, Board Member*

Guest:

*Dr. Scott Moger, Superintendent*

**Roll Call:** Call to order at 6:01 P.M. with announcement by the Board President as to the presence of a quorum, that the meeting has been duly called, and that notice of the meeting has been posted for the time and manner by law.

**Pledges of Allegiance**

**1. Public Comments:** No public comments.

**2. Board Business**

- a. **Consider and Take Possible Action Regarding the 2021-2022 Parent & Student Handbook Change concerning Dual-Credit Comp 1 & Comp 2 Local Credit Graduation Change and CTE Courses:** Dr. Moger explained the need to change the current Dual Credit Comp 1 & Comp 2 Local Credit and CTE credit policy. Norman Mitchell made a motion to accept the proposed change. Dr. Teresa Beamon seconded the motion. The motion passed unanimously.

**Adjourn Meeting:** Norman Mitchell motioned to adjourn the board meeting at 6:04 P.M. Darrell Haden seconded the motion. The motion passed unanimously.

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**Board President**

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**Date**

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**Board Vice-President**

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**Date**



# **SPECIAL EDUCATION CYCLICAL MONITORING REPORT**

Cycle 3, Group 2  
January–March

Priority Charter Schools (014803)

**April 29, 2022**

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**CYCLE:** 3, **GROUP:** 2

**DATE RANGE:** January–March

**REGION:** 12

**DISTRICT NAME:** Priority Charter Schools (014803)

**DISTRICT TYPE:** Charter

**TEXAS VIRTUAL SCHOOL NETWORK CAMPUS:** NA

**SHARED SERVICE ARRANGEMENT (SSA) MEMBER:** NA

**FISCAL AGENT:** NA

**MONITORING TYPE:** Comprehensive Desk Review

**SELF-REPORTED NONCOMPLIANCE:** NA

**COMPLIANCE STATUS:** Compliant

**ACTION REQUIRED:** No Action Required

**STRATEGIC SUPPORT PLAN (SSP) DUE DATE:** NA

**CORRECTIVE ACTION PLAN (CAP) DUE DATE:** NA

**DYSLEXIA STATUS:** Pre-finding Corrected

**DYSLEXIA ACTION REQUIRED:** NA

**DYSLEXIA PERFORMANCE PLAN (DPP) DUE DATE:** NA

## INTRODUCTION

The Texas Education Agency (TEA) extends its appreciation to the parents, students, teachers, staff, and administration for their time and effort dedicated to completing the special education cyclical monitoring review at Priority Charter Schools (014803).

The special education cyclical monitoring report provides the local education agency (LEA) with findings from the comprehensive cyclical monitoring review and serves as official notification that any findings of noncompliance require corrective action. Noncompliance identified in this report must be corrected no more than one year from the date of notification (for further information on the necessary actions and timeframe for completion, see [OSEP Memo 09-02](#)).

This report has eight main sections. The first six sections cover the cyclical monitoring activities and findings from the monitoring review and stakeholder feedback. The last two sections provide results from the dyslexia program evaluation and a summary of required actions.

## OVERVIEW OF CYCLICAL MONITORING

TEA conducts a comprehensive cyclical monitoring review once every six years for each LEA. The balanced monitoring review helps support positive student outcomes and ensures the LEA maintains compliance with the requirements and purposes of the Individuals with Disabilities Education Act (IDEA), per [34 CFR §300.600 State Monitoring and Enforcement](#).

The comprehensive cyclical monitoring review includes different monitoring activities to evaluate the special education program and the dyslexia program. Monitoring activities include but are not limited to a policy review, desk review of student folders, on-site campus review, and stakeholder feedback, focused mainly on seven state-identified priority areas:

- Child Find/Evaluation/FAPE
- IEP Development
- IEP Content
- IEP Implementation
- State Assessment
- Properly Constituted ARD
- Transition

The type of comprehensive cyclical monitoring is either a desk review or an on-site review (in addition to the desk review) based on the LEA's previous year's results driven accountability (RDA) determination level (DL). All LEAs in cyclical monitoring receive a desk review, but LEAs with a DL 3 (Needs Intervention) or DL 4 (Needs Substantial Intervention) also receive an on-site visit. For example, an LEA engaged in cyclical monitoring for the school year (SY) 2021–2022 and a 2020 RDA DL 4 would receive both a desk review and an on-site review.

Targeted monitoring and intensive supports occur during the five interim years and include LEAs with elevated DLs and significant disproportionality (SD Year 3).

## COMPLIANCE REVIEW AND NONCOMPLIANCE FINDINGS

The compliance review includes noncompliance findings from the policy review and the desk review focused on the seven state-identified priority areas.

### Compliance Review

The compliance review includes a policy and desk reviews of student folders in the seven priority areas. Table 1 shows the total number of policy review questions and student folders reviewed (denominator), the number of policy review questions and student folders found compliant (numerator), and the compliance percentage for each priority area.

Table 1. Summary of the Policy Review and Desk Review by Priority Area

Priority Area	Policy Review	Desk Review
Child Find/Evaluation/FAPE	100% (19/19)	100% (20/20)
IEP Development	100% (5/5)	100% (20/20)
IEP Content	100% (3/3)	100% (20/20)
IEP Implementation	100% (21/21)	100% (20/20)
Properly Constituted ARD	100% (8/8)	100% (20/20)
State Assessment	100% (4/4)	100% (20/20)
Transition	100% (6/6)	100% (20/20)

**Note.** Noncompliant student folders in the desk review had at least one area of noncompliance.

## Noncompliance Findings

This report provides the required written notification for an LEA with an overall compliance status of “Noncompliant” shown in Table 2. The overall compliance status includes noncompliance findings from Tables 3 and 4 and self-identified noncompliance listed in [APPENDIX I](#). Table 2 also shows the number of noncompliant citations that must be addressed in the corrective action plan (CAP).

Table 2. LEA Cyclical Monitoring Compliance Status Overall

Compliance Status Overall	Number of Noncompliance to be Addressed (shown in “Status” column of Tables 3 and 4 and Appendix I)	Required Action Overall
Compliant	0	No Action Required

The overall monitoring compliance status includes findings from the desk review and the policy review. The following rules determine the overall compliance status:

- LEA with at least one area of noncompliance in the desk review or policy review is assigned an overall compliance status of “Noncompliant” and requires completing a CAP.
- LEA with no identified areas of noncompliance for the policy review or the desk review, but at least one pre-finding correction of noncompliance is assigned an overall compliance status of “Pre-finding Corrected” and does not require a CAP.
- LEA with no noncompliance or pre-finding correction is assigned an overall compliance status of “Compliant” and does not require completing a CAP.

Within 30 calendar days of this report, an LEA with a Noncompliant status overall must submit a CAP for citations with noncompliance findings. LEAs should access the CAP resources and submission requirements on the [Review and Support TEA webpage](#).

The LEA must complete the required actions **as soon as possible, but in no case later than one year from the date of this notification** (see [OSEP Memo 09-02](#)). TEA determines if noncompliance has been addressed according to Prongs 1 and 2:

- Prong 1 – Each individual case of noncompliance has been corrected
- Prong 2 – Regulatory requirements are implemented with 100% compliance

An LEA with no noncompliance and pre-finding correction of noncompliance for two or fewer students (i.e., individual level) and verification of Prongs 1 and 2 before the issuance of this report does not require a CAP. However, LEAs with an individual level of noncompliance (i.e., two or fewer students) not corrected before the issuance of this report or LEAs with a systemic level (i.e., more than two students) of noncompliance require a CAP.

An LEA that does not complete the CAP or completes the CAP after the one-year timeframe is assigned an overall compliance status of “Continuing Noncompliance.”

Table 3. Noncompliance Findings from the Desk Review

Area	Citation	Level	Status	Action
N/A	N/A	N/A	N/A	N/A
NA	NA	NA	NA	NA
NA	NA	NA	NA	NA
NA	NA	NA	NA	NA
NA	NA	NA	NA	NA
NA	NA	NA	NA	NA
NA	NA	NA	NA	NA
NA	NA	NA	NA	NA
NA	NA	NA	NA	NA
NA	NA	NA	NA	NA

**Note.** The “Area” column contains the state-identified priority area and has seven possible values. The “Citation” column contains unique citations of applicable laws and regulations. The “Level” column contains two possible values: Individual (two or fewer students) and Systemic (more than two students). The “Status” column contains two possible values: Noncompliant and Pre-findings Corrected. The “Action” column contains two possible values: Corrective Action Plan and No Action Required.

Table 4. Noncompliance Findings from the Policy Review

Area	Citation	Level	Status	Action
NA	NA	NA	NA	NA
NA	NA	NA	NA	NA

## DATA REVIEW

The following data were reviewed as part of the comprehensive cyclical monitoring review.

### Data Sources

Data from the following areas were reviewed:

- AskTED District Data
- Results Driven Accountability (RDA)
- Significant Disproportionality (SD)
- State Performance Plan (SPP) data
- Desk Review Data
- Policy Review Data
- Qualtrics Monitoring Survey
- Qualtrics Stakeholder Survey
- On-Site Interviews
- RF Summer PEIMS

### Student Sampling and Campus Information

Comprehensive cyclical monitoring included a desk review and, if applicable, an on-site review. Both the desk review sample size and the on-site review sample size are in Table 5.

Table 5. Desk Review and On-Site Review Sample Sizes

Monitoring Type	Sample Size
Desk Review	20
On-Site Review	NA

**Note.** NA denotes on-site review not applicable to LEA.

The student folders selected for the desk review were based on a stratified random sampling method made up of two strata: elementary and secondary. Each stratum was composed of aggregate grade levels to ensure special education student representation from the 4 active campuses listed in [AskTED](#) (as of September 1, 2021). Students/campuses from LEAs meeting the on-site criteria were then randomly selected from the desk review sample to participate in an on-site monitoring review

(for more information, see the [DMS Guide to General Supervision and Monitoring, Appendix B: Special Education Sampling Methods](#)).

## Residential Facilities (RFs)

LEAs are required to ensure students with disabilities are provided a “free appropriate public education” (FAPE) when attending/being educated at a residential facility (RFs) located in their geographical boundary (see [TAC §89.1115\(d\)\(1\)\(i\)](#)). Priority Charter Schools (014803) had 0 RFs based on the 2022 RF Tracker yearly data submission in the Texas Student Data System.

## Results Driven Accountability, State Performance Plan Indicators, and Significant Disproportionality

LEAs are assigned an annual special education determination level (DL) using one of four categories (see [34 CFR §300.603\(b\)\(1\)](#)): Meets Requirements (DL 1), Needs Assistance (DL 2), Needs Intervention (DL 3), and Needs Substantial Intervention (DL 4). The annual determinations include LEA results from the State’s results driven accountability (RDA) system and federally required elements (FREs). The FREs consist of compliance data from three State Performance Plan (SPP) indicators: SPPI-11 (Timely Initial Evaluation), SPPI-12 (Early Childhood Transition), and SPPI-13 (Secondary Transition). Each year, the State also conducts significant disproportionality (SD) analyses, per its obligation under [34 CFR §§300.646-647](#). The RDA DLs, SPP statuses, and SD Year 3 results are in Table 6.

Table 6. RDA, SPP, and SD Year 3 Results (2019–2022)

Data Source	SY 2019–2020	SY 2020–2021	SY 2021–2022
RDA SPED DL	Meets Requirements (DL 1)	Meets Requirements (DL 1)	Meets Requirements (DL 1)
SPP 11 Status	Compliance (100%)	Compliance (100%)	Noncompliance (90%)
SPP 12 Status	Compliance (100%)	NA	Compliance (100%)
SPP 13 Status	Compliance (100%)	Compliance (100%)	Compliance (100%)
SD Year 3 Status	NA	NA	NA

**Note.** SY 2019–2020 DLs were called Performance Levels (PLs). NA denotes not applicable to LEA.

SPP indicators have three compliance statuses: (a) noncompliance (< 95%), (b) substantial compliance (>= 95% AND <= 99%), (c) and compliance (100%). The LEA results are also published online on the [Results Driven Accountability \(RDA\) Report](#) webpage and the [District Profile of State Performance Plan Indicators Report](#) webpage.

## STAKEHOLDER ANALYSIS AND RESULTS

The TEA collected stakeholder data during the comprehensive cyclical monitoring review from parents/guardians, special education providers, general education providers, and district/campus administration. The purpose of analyzing survey and interview data was to identify positive stakeholder sentiment for three constructs:

- **Understanding** – This construct measures positive sentiment about their knowledge of special education program requirements and LEA provisions of service.
- **Engagement** – This construct measures positive sentiment regarding engagement with special education and opportunities for involvement in training related to special education.
- **Competency in Implementation** – This construct measures positive sentiment of perceived competency required for implementing special education program requirements.

Table 7 shows stakeholder results for each construct (i.e., understanding, engagement, competency) by role (i.e., parents/guardians, special education providers, general education providers, district/campus administration). Stakeholder data were collected using a non-probabilistic sampling method and included respondents who self-identified their role and district and completed the online survey. Therefore, inferences and judgments from the stakeholder results should be approached with caution. The number of respondents refers to the number of unique respondents for a particular role. Roles with fewer than five respondents are masked. The percentages are the total number of positive responses out of all responses.

Table 7. Stakeholder Results by Role and Construct

Construct	Parent/ Guardian	Special Education	General Education	Administration (Campus and District)
<i>Number of Respondents</i>	FR	FR	12	5
Understanding	*	*	95.28%	100.00%
Engagement	*	*	50.00%	66.67%
Competency	*	*	78.99%	80.00%

**Note.** FR (Too Few Respondents) denotes respondent ROLE counts <5 AND \* denotes masking corresponding percentage values. \*\* denotes no data submitted for LEA.

## LEA SUCCESSES

The successes identified during the comprehensive cyclical monitoring review include:

- Systems for supporting student needs are implemented well as evidenced by LEA staff

attendance and involvement in the Admission, Review, and Dismissal (ARD) committee meetings and the students' IEP development.

- LEA staff demonstrate expansive knowledge and a growth mindset toward special education systems and requirements as evidenced through efficient and effective communication.
- Systems for meeting all Individuals with Disabilities Education Act (IDEA), Part B, requirements are well established and evidenced by compliance with the required rules and regulations.

## TECHNICAL ASSISTANCE

Technical assistance resources recommended from the findings of the comprehensive cyclical monitoring review include (copy and paste URLs into the web browser):

- IEP DEVELOPMENT – The TEA Guidance: Goals, Accommodations, and Modifications training video provides information on the sections of the IEP Development Guidebook pertaining to IEP goals, accommodations, and modifications (see <https://www.youtube.com/watch?v=ISG25kaVT0Y&feature=youtu.be>).
- IEP DEVELOPMENT – The Question and Answer Document: Individualized Education Program (IEP) Measurable Annual Goals guidance document provides answers to common questions about IEPs and guidance for writing annual IEP goals that ensure consideration for grade-level academic standards (i.e., standards-based IEP process) (see [https://childfindtx.tea.texas.gov/documents/QA\\_IEP\\_Measurable\\_Annual\\_Goals.pdf](https://childfindtx.tea.texas.gov/documents/QA_IEP_Measurable_Annual_Goals.pdf)).
- IEP DEVELOPMENT – The Technical Assistance: Individualized Education Program (IEP) Development guidance document provides information on the requirements and best practices for developing IEPs (see [https://tea.texas.gov/sites/default/files/FinalAccessibleIEPDevelopment-July%202020\\_website\\_locked.pdf](https://tea.texas.gov/sites/default/files/FinalAccessibleIEPDevelopment-July%202020_website_locked.pdf)).



## DYSLEXIA PROGRAM EVALUATION

The Dyslexia Program Evaluation Rubric, aligned to Senate Bill 2075 of the 86th Legislature, TEC 38.003 (c-1), and 19 TAC Chapter 74.28, is utilized for determining program statuses shown in Tables 8 and 9. For any dyslexia area of implementation not meeting requirements, the LEA must engage in the Dyslexia Performance Plan (DPP) process. The DPP guides LEAs through the continuous improvement process to address growth areas that may positively impact students with dyslexia. LEAs should complete the DPP no later than 120 days after receiving notification of "Did Not Meet Requirements" in Table 8. The TEA will provide the DPP, or it can be accessed on the [Department of Review and Support Dyslexia Program Evaluation](#) webpage and can then be uploaded to the ShareFile link supplied by the dyslexia specialist assigned to the LEA.

Table 8 shows the overall dyslexia evaluation status for the LEA (i.e., Meets Requirements, Pre-finding Corrected, or Did Not Meet Requirements), the number areas evaluated that did not meet requirements, and the required actions. The overall dyslexia program evaluation status for the LEA is based on findings from the seven dyslexia program areas shown in Table 9.

Table 8. Overall Dyslexia Program Status

Status	Number of Areas Not Meeting Requirements ( <i>shown in Table 9</i> )	Required Action
Pre-finding Corrected	0	NA

The overall LEA dyslexia program status is based on the following three rules:

- If at least one "Did Not Meet Requirements" among the seven dyslexia areas evaluated, then the overall dyslexia status assigned is "Did Not Meet Requirements".
- If no "Did Not Meet Requirements" but at least one "Pre-finding Corrected" among the seven dyslexia areas evaluated, then the overall dyslexia status is "Pre-finding Corrected".
- If "Meets Requirements" for all areas, then overall dyslexia status is "Meets Requirements".

The dyslexia monitoring efforts focused on three-core elements:

- Early Intervention and Identification
- Program of Instruction
- Parent Notification

The statuses for the seven dyslexia program areas evaluated are in Table 9.

Table 9. Dyslexia Program Status for Each Area of Implementation

Area	Legal Requirement	Status
Dyslexia Procedures	TEC §28.006; TEC §38.003; 19 TAC §74.28	Meets Requirements
Communication	19 TAC §74.28 (h),(l)	Meets Requirements

Area	Legal Requirement	Status
Screening	TEC §§28.006(g) and (g-2); TEC §38.003(a); TEC §21.054(b); 19 TAC §§74.28 (c),(d),(e),(f),(i),(m)	Meets Requirements
Reading Instruments	TEC §28.006(c); TEC §28.006(c-1); TEC §28.006(c-2); TEC §28.006(d)(2); TEC §28.006(g); TEC §28.006(g-1); TEC §28.006(g-2); 19 TAC §§74.28(d),(m),(j)	Pre-finding Corrected
Evaluation and Identification	TEC §§28.006(g),(g-1); TEC §§38.003(a),(b),(b-1); 19 TAC §§74.28 (b),(c),(d),(e),(f),(i),(m)	Meets Requirements
Instruction	TEC §38.003(b); 19 TAC §74.28(a),(c),(e),(i)	Pre-finding Corrected
Progress Monitoring	TEC §28.021(b); TEC §38.003; 19 TAC §97.1071	Meets Requirements

## Identified Dyslexia Program Successes

The following successes were identified during dyslexia monitoring:

- NOT APPLICABLE (NA)
- NOT APPLICABLE (NA)

## Dyslexia Program Areas of Need

The following areas of need were identified during dyslexia monitoring:

- SCREENING/READING INSTRUMENT – Maintain organized records of trainings on reading instrument and dyslexia screeners.
- INSTRUCTION – Maintain detailed training records of professional development for teachers who serve students with dyslexia or related disorders.

## Dyslexia Resources

TEA recommends the following resources to support dyslexia programs:

- TEA Review and Support: [Dyslexia Monitoring](#)
- TEA Special Education: [Dyslexia and Related Disorders](#)
- Dyslexia: TEA Professional Learning Course: [TEALearn Dyslexia Modules](#)

## SUMMARY OF REQUIRED ACTION

The comprehensive cyclical monitoring review results determine the required actions (see Table 10). Information on the different support levels is contained in the [DMS Guide to General Supervision and Monitoring: RDA Interventions and Differentiated Supports](#).

Table 10. Summary of Required Action

Required Action	Due Date	Support Level	Communication Cadence
Strategic Support Plan (SSP)	NA	Universal (DL 1)	NA
Corrective Action Plan (CAP)	NA	NA	NA
Dyslexia Performance Plan (DPP)	NA	NA	NA

**Note.** SSP due date was when the initial SSP submission was due. The SSP communication cadence uses the current year's RDA DLs (e.g., 2021 DL from SY 2020–2021) and includes a check-in frequency of 30 days (DL 4), 60 days (DL 3), or 90 days (DL 2).

## APPENDIX I: SELF-REPORTED NONCOMPLIANCE

Table 11 lists self-identified noncompliance obtained from communication with LEA leadership and is outside the scope of the comprehensive cyclical review. However, self-identified noncompliance is included in the total count of noncompliance (see Table 2) and must be included in any required corrective actions to address findings of noncompliance.

Table 11. Self-Identified Noncompliance

<b>Area</b>	<b>Citation</b>	<b>Level</b>	<b>Status</b>	<b>Action</b>
NA	NA	NA	NA	NA
NA	NA	NA	NA	NA
NA	NA	NA	NA	NA

## CONTACT

The LEA should contact the Office of Special Populations and Monitoring (OSPM), Department of Review and Support, to report any concerns within 10 calendar days from the date of this report. After 10 calendar days, this report will become publicly available on the TEA website.

For more information about the general supervision and monitoring requirements, required actions, or related resources, please visit the [Review and Support website](#) or contact:

**Office of Special Populations and Monitoring**  
**Department of Review and Support**

Phone: (512) 463-9414

Monday-Friday (8:00 AM to 5:00 PM)

Fax: (512) 463-9560

Email: [ReviewandSupport@tea.texas.gov](mailto:ReviewandSupport@tea.texas.gov)

## **ADDITIONAL RESOURCES**

[Differentiated Monitoring and Support System](#)

[Review and Support General Supervision Monitoring Guide](#)

[State Performance Plan and Annual Performance Report and Requirements](#)

[Race and Ethnicity in Special Education: Difference Between Data Collection and Data Reporting](#)

[Results Driven Accountability Reports and Data](#)

[Results Driven Accountability District Reports](#)

[Results Driven Accountability Manual](#)

## ACRONYMS

<b>Acronym</b>	<b>Description</b>
ARD	Admission, Review, and Dismissal
CAP	Corrective Action Plan
CFR	Code of Federal Regulations
CISD	Consolidated Independent School District
DMS	Differentiated Monitoring and Support
DPP	Dyslexia Performance Plan
DL	Determination Level
ESC	Education Service Center
FAPE	Free Appropriate Public Education
ISD	Independent School District
IDEA	Individuals with Disabilities Education Act
LEA	Local Education Agency
OSEP	Office of Special Education Programs
OSPM	Office of Special Populations and Monitoring
PEIMS	Public Education Information Management System
RDA	Results Driven Accountability
RF	Residential Facilities
SD	Significant Disproportionality
SPP	State Performance Plan
SSA	Shared Service Arrangement
SSP	Strategic Support Plan
TAC	Texas Administrative Code
TEA	Texas Education Agency
TEC	Texas Education Code
TSDS	Texas Student Data System



2021 - 2022

**Assets**

Current Assets	
Cash & Temp Investments	492,176.12
Receivables	642,043.46
Other Current Assets	1,000.00
Total Current Assets	<u>1,135,219.58</u>

Non-Current Assets

Land & Building & Equip	6,872,890.94
Other Assets	3,168.00
Total Non-Current Assets	<u>6,876,058.94</u>

**Total Assets**

**8,011,278.52**

**Liabilities and Net Assets**

Current Liabilities	
Accounts Payable	94,895.59
Loans & Leases Payable	.00
Capital Leases Payable - Curre	.00
Payroll Withholding/Deductions	29,467.39
Accrued Wages Payable	.00
Due to Other Governments	115,388.00
Accrued Expenses	.00
Deferred Revenue	3,800.00
Total Current Liabilities	<u>243,550.98</u>

Non-Current Liabilities

Bonds & Loans Payable-Long Ter	1,655,205.12
Total Non-Current Liabilities	<u>1,655,205.12</u>

**Total Liabilities**

**1,898,756.10**

**Net Assets**

Unrestricted	6,112,522.42
Temporarily restricted	.00
<b>Total Net Assets</b>	<u><b>6,112,522.42</b></u>

**Total Liabilities and Net Assets**

**8,011,278.52**

End of Report



	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Totals</u>
<b>Revenues</b>			
Local Support			
5740	108,704.89		108,704.89
5750	9,313.97		9,313.97
State Program Revenues			
5810		5,088,857.00	5,088,857.00
5820		34,227.53	34,227.53
Federal Program Revenues			
5920		1,186,107.46	1,186,107.46
5940		0.00	.00
Net Assets Released From Restrictions			
Restrictions Satisfied By Payments	.00	0.00	.00
<b>Total Revenues</b>	<b><u>118,018.86</u></b>	<b><u>6,309,191.99</u></b>	<b><u>6,427,210.85</u></b>
<b>Expenses</b>			
10	3,289,658.14		3,289,658.14
20	894,975.97		894,975.97
30	836,134.07		836,134.07
40	431,263.37		431,263.37
50	775,185.84		775,185.84
60	18,045.78		18,045.78
70	48,029.10		48,029.10
80	18,076.19		18,076.19
90	.00		.00
<b>Total Expenses</b>	<b><u>6,311,368.46</u></b>	<b><u>.00</u></b>	<b><u>6,311,368.46</u></b>
<b>Change in Net Assets</b>	<b><u>-6,193,349.60</u></b>	<b><u>6,309,191.99</u></b>	<b><u>115,842.39</u></b>
Net Assets, beginning of year	5,933,089.98	63,590.05	5,996,680.03
<b>Net Assets, ending of year</b>	<b><u>-260,259.62</u></b>	<b><u>6,372,782.04</u></b>	<b><u>6,112,522.42</u></b>
<b>End of Report</b>			

Fiscal Year = 9/1 thru 8/31

Cash Flow Projections for Priority Charter School

2021-22

	(actual and/or projected)		November	December	January	February	March	April	May	June	July	August	TOTALS	BUDGET	DIFFERENCE
	September	October													
<i>(Place an X in box the left of "Projected" to change to "Actual")</i>	Actual	x Actual	Actual	Actual	Actual	Actual	Actual	Actual	Projected	Projected	Projected	Projected			
<b>M&amp;O and Special Revenue Funds</b>															
Beginning M&O Cash Balance in General Ledger	\$ 568,010	\$ 450,468	\$ 487,591	\$ 395,489	\$ 514,172	\$ 514,012	\$ 612,119	\$ 532,968	\$ 492,176	\$ 659,685	\$ 705,959	\$ 833,901			
<b>RECEIPTS</b>															
Other Local Revenue	\$ 14,816	\$ 23,098	\$ 11,899	\$ 20,179	\$ 7,766	\$ 31,451	\$ 15,257	\$ 12,033	\$ 0	\$ 0	\$ 0	\$ 0	\$ 136,499	\$ 46,400	\$ 90,099
State Revenue - Available School Fund	\$ 15,077	\$ 12,074	\$ 12,150	\$ 28,462	\$ 29,141	\$ 29,141	\$ 26,152	\$ 10,923	\$ 35,907	\$ 35,907	\$ 35,907	\$ 35,907	\$ 306,746	\$ 306,746	\$ 0
State Revenue - Foundation	\$ 638,148	\$ 637,422	\$ 643,122	\$ 583,333	\$ 591,674	\$ 598,166	\$ 605,981	\$ 605,864	\$ 612,109	\$ 606,422	\$ 606,415	\$ 613,735	\$ 7,342,391	\$ 7,796,565	\$ (454,174)
State Revenue - Underpayment	\$ 0	\$ 0	\$ 0	\$ 12,431	\$ 0	\$ 0	\$ 0	\$ 9,346	\$ 0	\$ 0	\$ 0	\$ 0	\$ 21,777	\$ 0	\$ 21,777
Other State Revenue	\$ 350	\$ 0	\$ 250	\$ 9,926	\$ 3,679	\$ 7,749	\$ 12,524	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 34,478	\$ 0	\$ 34,478
Federal Funds (Food Service)	\$ 35,634	\$ 68,411	\$ 52,811	\$ 49,851	\$ 41,323	\$ 56,676	\$ 73,560	\$ 63,181	\$ 25,000	\$ 25,000	\$ 0	\$ 0	\$ 491,447	\$ 255,000	\$ 236,447
Federal Funds (Other)	\$ 80,324	\$ 142,496	\$ 0	\$ 168,504	\$ 121,606	\$ 54,677	\$ 90,094	\$ 107,608	\$ 292,392	\$ 176,844	\$ 178,394	\$ 324,229	\$ 1,737,168	\$ 1,737,168	\$ 0
<b>Total Receipts</b>	<b>\$ 784,349</b>	<b>\$ 883,500</b>	<b>\$ 720,232</b>	<b>\$ 872,686</b>	<b>\$ 795,189</b>	<b>\$ 777,860</b>	<b>\$ 823,568</b>	<b>\$ 808,955</b>	<b>\$ 965,408</b>	<b>\$ 844,173</b>	<b>\$ 820,716</b>	<b>\$ 973,871</b>	<b>\$ 10,070,505</b>	<b>\$ 10,141,879</b>	<b>\$ (71,374)</b>
<b>DISBURSEMENTS</b>															
Payroll	\$ 552,368	\$ 556,792	\$ 570,888	\$ 573,842	\$ 567,874	\$ 505,386	\$ 651,049	\$ 582,431	\$ 553,500	\$ 553,500	\$ 553,500	\$ 553,500	\$ 6,774,630	\$ 6,643,402	\$ (131,228)
Expenditures other than payroll	\$ 325,832	\$ 265,892	\$ 217,753	\$ 156,469	\$ 203,783	\$ 150,675	\$ 227,978	\$ 243,623	\$ 220,707	\$ 220,707	\$ 115,581	\$ 178,475	\$ 2,527,475	\$ 2,648,480	\$ 121,005
Principal	\$ 17,306	\$ 17,598	\$ 17,500	\$ 17,359	\$ 17,359	\$ 17,946	\$ 18,042	\$ 17,816	\$ 17,359	\$ 17,359	\$ 17,359	\$ 17,313	\$ 210,316	\$ 210,316	\$ (0)
M&O Debt	\$ 6,385	\$ 6,095	\$ 6,193	\$ 6,333	\$ 6,333	\$ 5,746	\$ 5,650	\$ 5,877	\$ 6,333	\$ 6,333	\$ 6,333	\$ 6,389	\$ 74,000	\$ 74,000	\$ (0)
<b>Total Disbursements</b>	<b>\$ 901,891</b>	<b>\$ 846,377</b>	<b>\$ 812,334</b>	<b>\$ 754,003</b>	<b>\$ 795,349</b>	<b>\$ 679,753</b>	<b>\$ 902,719</b>	<b>\$ 849,747</b>	<b>\$ 797,899</b>	<b>\$ 797,899</b>	<b>\$ 692,773</b>	<b>\$ 755,677</b>	<b>\$ 9,586,421</b>	<b>\$ 9,576,198</b>	<b>\$ (10,223)</b>
<b>Net Change in Cash</b>	<b>\$ (117,542)</b>	<b>\$ 37,123</b>	<b>\$ (92,102)</b>	<b>\$ 118,683</b>	<b>\$ (160)</b>	<b>\$ 98,107</b>	<b>\$ (79,151)</b>	<b>\$ (40,792)</b>	<b>\$ 167,509</b>	<b>\$ 46,274</b>	<b>\$ 127,943</b>	<b>\$ 218,194</b>	<b>\$ 484,085</b>		
<b>Ending M&amp;O Cash Balance</b>	<b>\$ 450,468</b>	<b>\$ 487,591</b>	<b>\$ 395,489</b>	<b>\$ 514,172</b>	<b>\$ 514,012</b>	<b>\$ 612,119</b>	<b>\$ 532,968</b>	<b>\$ 492,176</b>	<b>\$ 659,685</b>	<b>\$ 705,959</b>	<b>\$ 833,901</b>	<b>\$ 1,052,095</b>	<b>\$ 1,052,095</b>		
<b>Ending Cash Grand Total</b>	<b>450,468</b>	<b>487,591</b>	<b>395,489</b>	<b>514,172</b>	<b>514,012</b>	<b>612,119</b>	<b>532,968</b>	<b>492,176</b>	<b>659,685</b>	<b>705,959</b>	<b>833,901</b>	<b>1,052,095</b>	<b>1,052,095</b>		

2021 - 2022

**Assets**

Current Assets	
Cash & Temp Investments	561,843.04
Receivables	643,078.72
Other Current Assets	1,000.00
Total Current Assets	<u>1,205,921.76</u>
Non-Current Assets	
Land & Building & Equip	6,872,890.94
Other Assets	3,168.00
Total Non-Current Assets	<u>6,876,058.94</u>
<b>Total Assets</b>	<b><u><u>8,081,980.70</u></u></b>

**Liabilities and Net Assets**

Current Liabilities	
Accounts Payable	103,096.30
Loans & Leases Payable	.00
Capital Leases Payable - Curre	.00
Payroll Withholding/Deductions	32,053.24
Accrued Wages Payable	.00
Due to Other Governments	115,388.00
Accrued Expenses	.00
Deferred Revenue	3,800.00
Total Current Liabilities	<u>254,337.54</u>
Non-Current Liabilities	
Bonds & Loans Payable-Long Ter	1,630,134.02
Total Non-Current Liabilities	<u>1,630,134.02</u>
<b>Total Liabilities</b>	<b><u><u>1,884,471.56</u></u></b>
<b>Net Assets</b>	
Unrestricted	6,197,509.14
Temporarily restricted	.00
<b>Total Net Assets</b>	<b><u><u>6,197,509.14</u></u></b>
<b>Total Liabilities and Net Assets</b>	<b><u><u>8,081,980.70</u></u></b>

End of Report

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Totals</u>
<b>Revenues</b>			
Local Support			
5740	94,992.81		94,992.81
5750	9,964.90		9,964.90
State Program Revenues			
5810		5,728,342.00	5,728,342.00
5820		54,882.49	54,882.49
Federal Program Revenues			
5920		1,419,453.95	1,419,453.95
5940		0.00	.00
Net Assets Released From Restrictions			
Restrictions Satisfied By Payments	.00	0.00	.00
<b>Total Revenues</b>	<u><b>104,957.71</b></u>	<u><b>7,202,678.44</b></u>	<u><b>7,307,636.15</b></u>
<b>Expenses</b>			
10	3,710,073.65		3,710,073.65
20	960,022.55		960,022.55
30	953,890.25		953,890.25
40	467,677.11		467,677.11
50	864,058.89		864,058.89
60	20,442.58		20,442.58
70	54,361.06		54,361.06
80	76,280.95		76,280.95
90	.00		.00
<b>Total Expenses</b>	<u><b>7,106,807.04</b></u>	<u><b>.00</b></u>	<u><b>7,106,807.04</b></u>
<b>Change in Net Assets</b>	<u><b>-7,001,849.33</b></u>	<u><b>7,202,678.44</b></u>	<u><b>200,829.11</b></u>
Net Assets, beginning of year	5,933,089.98	63,590.05	5,996,680.03
<b>Net Assets, ending of year</b>	<u><b>-1,068,759.35</b></u>	<u><b>7,266,268.49</b></u>	<u><b>6,197,509.14</b></u>
<b>End of Report</b>			

Fiscal Year = 9/1 thru 8/31  
2021-22

Cash Flow Projections for Priority Charter School

	(actual and/or projected)												TOTALS	BUDGET	DIFFERENCE
	September	October	November	December	January	February	March	April	May	June	July	August			
<i>(Place an X in box the left of "Projected" to change to "Actual")</i>	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Projected	Projected	Projected			
<b>M&amp;O and Special Revenue Funds</b>															
<i>Beginning M&amp;O Cash Balance in General Ledger</i>	\$ 568,010	\$ 450,468	\$ 487,591	\$ 395,489	\$ 514,172	\$ 514,012	\$ 612,119	\$ 532,968	\$ 492,176	\$ 561,843	\$ 600,810	\$ 719,896			
<b>RECEIPTS</b>															
Other Local Revenue	\$ 14,816	\$ 23,098	\$ 11,899	\$ 20,179	\$ 7,766	\$ 31,451	\$ 15,257	\$ 12,033	\$ 13,440	\$ 0	\$ 0	\$ 0	\$ 149,939	\$ 46,400	\$ 103,539
State Revenue - Available School Fund	\$ 15,077	\$ 12,074	\$ 12,150	\$ 28,462	\$ 29,141	\$ 29,141	\$ 26,152	\$ 10,923	\$ 49,538	\$ 31,363	\$ 31,363	\$ 31,363	\$ 306,746	\$ 306,746	\$ 0
State Revenue - Foundation	\$ 638,148	\$ 637,422	\$ 643,122	\$ 595,764	\$ 591,674	\$ 598,166	\$ 605,981	\$ 605,864	\$ 585,947	\$ 580,503	\$ 580,496	\$ 587,504	\$ 7,250,591	\$ 7,796,565	\$ (545,974)
State Revenue - Underpayment	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 9,346	\$ 0	\$ 0	\$ 0	\$ 0	\$ 9,346	\$ 9,346	\$ 0
Other State Revenue	\$ 350	\$ 0	\$ 250	\$ 9,926	\$ 3,679	\$ 7,749	\$ 12,524	\$ 0	\$ 4,000	\$ 0	\$ 0	\$ 0	\$ 38,478	\$ 0	\$ 38,478
Federal Funds (Food Service)	\$ 35,634	\$ 68,411	\$ 52,811	\$ 49,851	\$ 41,323	\$ 56,676	\$ 73,560	\$ 63,181	\$ 67,032	\$ 25,000	\$ 0	\$ 0	\$ 533,479	\$ 255,000	\$ 278,479
Federal Funds (Other)	\$ 80,324	\$ 142,496	\$ 0	\$ 168,504	\$ 121,606	\$ 54,677	\$ 90,094	\$ 107,608	\$ 166,315	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,531,624	\$ 1,737,168	\$ (205,544)
<b>Total Receipts</b>	\$ 784,349	\$ 883,500	\$ 720,232	\$ 872,686	\$ 795,189	\$ 777,860	\$ 823,568	\$ 808,955	\$ 886,272	\$ 836,866	\$ 811,859	\$ 818,867	\$ 9,820,202	\$ 10,141,879	\$ (321,677)
<b>DISBURSEMENTS</b>															
Payroll	\$ 552,368	\$ 556,792	\$ 570,888	\$ 573,842	\$ 567,874	\$ 505,386	\$ 651,049	\$ 582,431	\$ 600,849	\$ 553,500	\$ 553,500	\$ 553,500	\$ 6,821,979	\$ 6,643,402	\$ (178,577)
Expenditures other than payroll	\$ 325,832	\$ 265,892	\$ 217,753	\$ 156,469	\$ 203,783	\$ 150,675	\$ 227,978	\$ 243,623	\$ 192,064	\$ 220,707	\$ 115,581	\$ 178,475	\$ 2,498,832	\$ 2,648,480	\$ 149,648
Principal	\$ 17,306	\$ 17,598	\$ 17,500	\$ 17,359	\$ 17,359	\$ 17,946	\$ 18,042	\$ 17,816	\$ 18,064	\$ 17,359	\$ 17,359	\$ 16,608	\$ 210,316	\$ 210,316	\$ (0)
M&O Debt	\$ 6,385	\$ 6,095	\$ 6,193	\$ 6,333	\$ 6,333	\$ 5,746	\$ 5,650	\$ 5,877	\$ 5,628	\$ 6,333	\$ 6,333	\$ 7,094	\$ 74,000	\$ 74,000	\$ (0)
<b>Total Disbursements</b>	\$ 901,891	\$ 846,377	\$ 812,334	\$ 754,003	\$ 795,349	\$ 679,753	\$ 902,719	\$ 849,747	\$ 816,605	\$ 797,899	\$ 692,773	\$ 755,677	\$ 9,605,127	\$ 9,576,198	\$ (28,929)
<b>Net Change in Cash</b>	\$ (117,542)	\$ 37,123	\$ (92,102)	\$ 118,683	\$ (160)	\$ 98,107	\$ (79,151)	\$ (40,792)	\$ 69,667	\$ 38,967	\$ 119,086	\$ 63,190	\$ 215,075		
<i>Ending M&amp;O Cash Balance</i>	\$ 450,468	\$ 487,591	\$ 395,489	\$ 514,172	\$ 514,012	\$ 612,119	\$ 532,968	\$ 492,176	\$ 561,843	\$ 600,810	\$ 719,896	\$ 783,085	\$ 783,085		
<b>Ending Cash Grand Total</b>	450,468	487,591	395,489	514,172	514,012	612,119	532,968	492,176	561,843	600,810	719,896	783,085	783,085		

2022-23 TRS-ActiveCare Rates - Region 12

<b>Tier</b>	<b>TRS-ActiveCare Primary</b>	<b>TRS-ActiveCare Primary+</b>	<b>TRS-ActiveCare HD</b>	<b>TRS-ActiveCare 2</b>
<b>Employee Only</b>	\$365.00	\$458.00	\$375.00	\$1,013.00
<b>Employee and Spouse</b>	\$1,029.00	\$1,120.00	\$1,055.00	\$2,402.00
<b>Employee and Child(ren)</b>	\$656.00	\$737.00	\$673.00	\$1,507.00
<b>Employee and Family</b>	\$1,232.00	\$1,409.00	\$1,261.00	\$2,841.00

Scott and White HMO Plan Monthly Premiums

<b>Coverage Tier</b>	<b>2023 Plan Year Premiums Per Month</b>
<b>Employee Only</b>	\$491.55
<b>Employee &amp; Spouse</b>	\$1,232.58
<b>Employee &amp; Child(ren)</b>	\$789.39
<b>Employee &amp; Family</b>	\$1,418.42

## 2021/2022 Comparison to 2022/2023 Health Insurance Rates

Coverage	Type of Coverage	Rates (2021/22)	Rates (2022/23)	Difference
ActiveCare 1-HD	Employee Only	\$429.00	\$375.00	-\$54.00
	Employee/Spouse	\$1,209.00	\$1,055.00	-\$154.00
	Employee/Child(ren)	\$772.00	\$673.00	-\$99.00
	Employee Family	\$1,445.00	\$1,261.00	-\$184.00
Active Care Primary +	Employee Only	\$542.00	\$458.00	-\$84.00
	Employee/Spouse	\$1,334.00	\$1,120.00	-\$214.00
	Employee/Child(ren)	\$879.00	\$737.00	-\$142.00
	Employee Family	\$1,675.00	\$1,409.00	-\$266.00
Active Care Primary <b>(New Option)</b>	Employee Only	\$417.00	\$365.00	-\$52.00
	Employee/Spouse	\$1,176.00	\$1,029.00	-\$147.00
	Employee/Child(ren)	\$751.00	\$656.00	-\$95.00
	Employee Family	\$1,405.00	\$1,232.00	-\$173.00
0603 Scott & White	Employee Only	\$542.48	\$491.55	-\$50.93
	Employee/Spouse	\$1,362.70	\$1,232.58	-\$130.12
	Employee/Child(ren)	\$872.16	\$789.39	-\$82.77
	Employee Family	\$1,568.42	\$1,418.42	-\$150.00

# Priority Charter Schools

~~2021~~2022-~~2022~~2023

**Employee Handbook  
Policies, Procedures, & Practices**







# Welcome to Priority Charter Schools

Dear Employees:

This handbook (“Handbook”) contains information about Priority Charter Schools’ employment policies and practices. We have designed our employment policies and practices not only to comply with federal and state employment laws, but also to attract, develop, and reward talented educators, administrators, support staff, and leaders.

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

If you have any questions regarding the contents of this Handbook or any other policy or procedure, please ask your Principal, supervisor, or Human Resources & Benefits Coordinator.

Please sign the Acknowledgement of receipt of Handbook agreeing to read and abide by the policies and procedures outlined in this ~~Handbook, and~~Handbook and return it to Human Resources & Benefits Coordinator. This acknowledgement will also provide Priority Charter Schools with a record that each employee has been provided access to an online version of this Handbook and/or has received instructions on how to obtain a printed copy of the Handbook.

Sincerely,

Scott Moger, Ed.D  
Superintendent  
Priority Charter Schools

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## **PART 1: INTRODUCTORY INFORMATION**

### **1.1 Mission**

The primary mission and vision of Priority Charter Schools is to implement a public charter school in partnership with parents and the community that offers a multicultural, safe and friendly environment in which students can successfully learn basic skills and core academic content, develop and demonstrate their special talents and gifts, and develop social competencies that demonstrate citizenship and character.

The secondary mission and vision of the schools is also committed to empowering others who possess like visions and missions to carry out their distinctive callings. PCS does not intend to control others in their endeavors, but to help lighten their load of ~~providing assistance~~helping and training in the area of personalized education.

At Priority Charter Schools, the administration attempts to teach its staff that parents and students are our customers. We further endeavor to instill within each staff member, from the teachers to the cook to the custodian that “people do not care what you know until they know you care.”

## **PART 2: EQUAL OPPORTUNITY EMPLOYMENT PRACTICES**

### **2.1 Non-Discrimination Statement/Equal Employment Opportunity**

Priority Charter Schools does not discriminate against any employee or applicant for employment on the basis of race, color, religion, gender, sex, national origin, age, disability, 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 Education Amendments of 1972; Title I and Title V of the Americans with Disabilities Act of 1990, as amended (“ADA”); the Age Discrimination in Employment Act of 1967, as amended (“ADEA”); Section 504 of the Rehabilitation Act of 1973, as amended; the Genetic Information Nondiscrimination Act of 2008 (“GINA”); and any other legally-protected classification or status protected by federal, state, or local law. Additionally, Priority Charter Schools does not discriminate against an employee or applicant who acts to oppose such discrimination or participates in the investigation of a complaint related to an alleged discriminatory employment practice. Employment decisions will be ~~made on the basis of~~based on each individual’s job qualifications, experience, and abilities and in accordance with applicable state and federal law.

Employees can raise concerns and make reports without fear of reprisal. Employees with questions or concerns relating to equal employment opportunity, including discrimination and disability accommodations, are encouraged to bring these issues to the attention of a Priority Charter Schools’ administrator, or the Title VII/Title IX, ADA, or ADEA Coordinator.

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

Priority Charter Schools has designated the following person as the Title IX Coordinator, who is responsible for receiving and overseeing investigations of alleged discrimination ~~on the basis of~~ based on sex, including sexual harassment: Robin Osburn, Executive Director of Finance, 275 FM 2483, Belton, Texas 76513, 254-206-2013, ROsburn@prioritycharterschools.org.

Priority Charter Schools has designated the following person as the ADA Coordinator, who is responsible for receiving and investigating complaints of alleged discrimination or harassment ~~on the basis of~~ based on disability: Karen Sykes, Executive Director of Special Programs, 275 FM 2483, Belton, Texas 76513, 254-206-2013, KSykes@prioritycharterschools.org.

Priority Charter Schools has designated the following person as the Title VII/ADEA Coordinator, who is responsible for receiving and investigating complaints of alleged discrimination or harassment ~~on the basis of~~ based on age: Robin Osburn, Executive Director of Finance, 275 FM 2483, Belton, Texas 76513, 254-206-2013, ROsburn@prioritycharterschools.org.

All other complaints regarding equal employment opportunity may be directed to: Robin Osburn, Executive Director of Finance, 275 FM 2483, Belton, Texas 76513, 254-206-2013, ROsburn@prioritycharterschools.org.

## **2.2 Federal and State Worksite Postings**

Required state and federal postings are found at each Priority Charter Schools' 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.

## **2.3 Immigration Law Compliance**

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

Employees with questions or seeking more information on immigration law issues are encouraged to contact Joyce Deocampo, the Human Resources & Benefits Coordinator, 275 FM 2483, Belton, Texas 76513, 254-206-3081, JDeocampo@prioritycharterschools.org. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

## **2.4 Nondiscrimination Based on Religion**

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

## **2.5 Nondiscrimination Based on Military Service**

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

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

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

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

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

Reasonable accommodation is available to all qualifying disabled employees, where their disability affects the performance of job functions, in accordance with the ADA.

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

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

## **2.7 Nondiscrimination Based on Genetic Information (GINA)**

Priority Charter Schools will not deny initial employment, reemployment, and retention in employment promotion, or any benefits of employment ~~on the basis of~~based on 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.

## **PART 3: EMPLOYMENT PRACTICES**

### **3.1 At-Will Employment**

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

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

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

### **3.2 Employee Classification**

Priority Charter Schools defines a full-time employee as an employee that is scheduled to work up to 40 hours within the work week. Therefore, a part-time employee is an employee that is scheduled to work 20 hours or less within the work week.

Temporary employees are employed for a definite period of less than four and 1/2 months or, for employment with an institution of higher education, the employment is for no more than one semester in a school year.

Substitute employees work on an as needed basis.

### **3.3 Verification of Employment Eligibility**

Prior to the start of employment, Priority Charter Schools 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 I-9 Form ("EEVF") required by the Department of Homeland Security. Each new employee, as a condition of employment, must complete the EEVF and present appropriate documentation establishing identity and employment

eligibility.

Former employees who are rehired must also complete the EEVF if they have not completed an EEVF with Priority Charter Schools within a timeframe established by the Human Resources & Benefits Coordinator (generally three years after the date of hire or one year after employment is terminated, whichever is later), or if their previous EEVF is no longer retained or valid.

### **3.4 Fair Credit Reporting Act**

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

Where required by applicable law, prior to running any of the above-mentioned checks/records, each employee will be provided any required notice form(s), ~~and~~ 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 Priority Charter Schools. Continued employment is also expressly conditioned on satisfactory results from legally authorized or required record and background checks.

In the event Priority Charter Schools 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 – Priority Charter Schools 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 refute the information. However, it is ultimately the decision of Priority Charter Schools as to what action is taken.

### **3.5 Pre- and Post-Offer Medical Testing**

Employees may be required to submit to certain medical tests (including drug testing) before beginning employment with Priority Charter Schools.

### **3.6 New Hire Reporting**

Federal and state law requires Priority Charter Schools 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.

### **3.7 Mandatory In-Service Training**

There is an ongoing in-service education program for all employees. Attendance at in-service training meetings is mandatory. Additionally, TEA mandates certain annual trainings. The employee shall receive a list of required trainings, as well as how to access these trainings. The employee has 45 days from date of hire to complete the trainings and submit the form and certificates (showing course completion) to their immediate supervisor. If the required training is not completed by the ~~deadline~~deadline, then the employee must take personal leave until the training is completed. If the employee has a question about required trainings they may contact Robin Osburn, by e-mail at [ROsburn@prioritycharterschools.org](mailto:ROsburn@prioritycharterschools.org) or at 254-206-3815.

### **3.8 Assignment and Reassignment**

All personnel are subject to assignment and reassignment by the Superintendent or ~~designee,~~ and designee and may also be directed to perform additional or supplemental duties from time to 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. Priority Charter Schools' criteria for approval of reassignments will be consistent with school policy regarding equal opportunity employment.

Any employee may request reassignment to another position for which he or she is qualified. All interested employees who meet a position's minimum qualifications are encouraged to apply. Selection is based on the school's needs and a candidate's qualifications and performance. Decisions concerning job vacancies will be based on each individual's job qualifications, experience and abilities, and in accordance with applicable state and federal law. Priority Charter Schools reserves the right to select candidates from outside the school.

### **3.9 Transfers**

An employee with the required qualifications for a position may request a transfer to another position, department, or campus. A written request for transfer must be completed and signed by the employee and the employee's supervisor. Employees must be in good standing for the transfer to be approved; good standing is defined as not actively being on any type of professional growth plan and/or not receiving any formal disciplinary actions in the 90 days prior to the transfer request. The employee's current supervisor is responsible for forwarding the transfer request to the Human Resources & Benefits Coordinator by the designated deadline. Campus Principals or hiring managers may request an interview and/or sample teaching lesson before a transfer request is approved.

Requests for transfer during the school year will be considered only when the change will not adversely affect students, if applicable, and after a replacement has been found. All transfer requests will be coordinated by the Human Resources & Benefits Coordinator and must be approved by the sending and receiving supervisor.

### **3.10 Professional Development**

Priority Charter Schools is committed to the professional development of all its employees. For educators, Priority Charter Schools provides training before the start of the school year, on-site coaching and modeling throughout the school year, day-to-day instructional leadership, and access to external workshops. For non-instructional staff, Priority Charter Schools provides technical training before the start of the school year and throughout the year.

In addition, all employees are encouraged to pursue external professional development opportunities in the form of workshops or additional certification. Employees should talk with their supervisors about additional development opportunities and specific career paths. Supervisors must approve professional development before it is taken if time off will be required to attend the session/course.

### **3.11 Criminal History Records**

Priority Charter Schools 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.

### **3.12 Prohibition Against Employing Individuals Convicted of Certain Offenses**

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

Priority Charter Schools may make employment decisions in accordance with its policy regarding employment of personnel with criminal histories (or arrested or charged with a criminal offense). Priority Charter Schools' 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 Priority Charter Schools' 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, Priority Charter Schools 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").

Priority Charter Schools 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 Priority Charter Schools or the State Board of Educator Certification ("SBEC").

Except as required by state or federal law or as determined by Priority Charter Schools to be in the best interest of student and employee safety (and in accordance with applicable law), Priority Charter Schools 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, nor does Priority Charter Schools prohibit employment or refuse to consider an application for employment based solely on the grounds that the applicant/employee has been arrested. Instead, Priority Charter Schools reviews these circumstances on a case-by-case basis.

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

### **3.13 Fingerprinting**

In accordance with state law, Priority Charter Schools requires all employees and substitutes to complete the fingerprinting process implemented by the SBEC and the Texas Department of Public Safety ("TDPS") prior to employment.



### **3.14 Arrest & Conviction Occurring after Employment Begins**

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

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

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

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

Conviction may not be an automatic basis for termination, unless the conviction makes an employee ineligible for employment in a Texas public school. Priority Charter Schools shall consider the following factors (or other appropriate considerations as deemed by Priority Charter Schools) 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 Priority Charter Schools and its students.

### **3.15 Personnel Records**

Priority Charter Schools maintains a personnel file on each employee. This file includes 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 representative in the same manner that public information is made available under the public

information laws found in Texas Government Code Chapter 552.

An employee or his or her authorized representative has a special right of access, beyond the right of the general public, to information held by Priority Charter Schools that relates to the employee, and that is protected from public disclosure by laws intended to protect the employee's privacy interests. Priority Charter Schools may not deny to 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 Texas Public Information Act ("TPIA"). However, Priority Charter Schools may assert, as grounds for denial of access, other provisions of the TPIA or other laws that are not intended to protect the employee's privacy interests.

If Priority Charter Schools determines that information in an employee's personnel 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. Priority Charter Schools will release the personnel records to the employee requesting the information in accordance with applicable law.

Employees who wish to review their own personnel file should contact the Human Resources & Benefits Coordinator.

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

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

Please complete and return to the Human Resources & ~~Benefits Coordinator~~ **Benefits Coordinator** the "Texas Government Code § 552.024 Public Access Option Form" included with this Handbook if you wish to opt-out and have the above-identified personal information "exempted" from disclosure under the TPIA. New or terminated employees have 14 days after hire or termination to submit a request; otherwise, personal information will be released to the public in accordance with the TPIA. A request to deny public access to personal information is effective only for public information requests made after the date the employee submits to the Human Resources & Benefits Coordinator the request to deny access. With respect to certain medical information protected by state and federal law and evaluation documents exempted from disclosure under state law, Priority Charter Schools will seek to exempt and protect such documentation from disclosure to the extent permitted by law.

### **3.16 Name and Address Changes**

Employment records must be kept up to date. Therefore, employees must notify the Human Resources & Benefits Coordinator if there are any changes or corrections to their name, address, telephone number, marital status, and emergency contact information. Name change notifications must also be submitted along with the employee's new social security card depicting the

employee's new name.

### **3.17 Employment Applications**

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

### **3.18 Minimum Qualifications for Principals and Teachers, and Notification to Parents Regarding Teacher Qualifications**

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

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

### **3.19 Health Safety Training**

Certain employees (i.e., physical education teachers and coaches) who are involved in physical activities for students must maintain and submit to the Human Resources & Benefits Coordinator proof of current certification in first aid, cardiopulmonary resuscitation, and the use of an automated external defibrillator. Certification or documentation of training must be issued by the American Red Cross, the American Heart Association, University Interscholastic League, or another organization that provides equivalent training and certification. Employees subject to this requirement must submit their certification to the Human Resources & Benefits Coordinator at the start of each school year and each time the employee is re-certified.

### **3.20 Conflicts Of Interest**

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This section of the Handbook establishes only the framework within which Priority Charter Schools wishes to operate. Priority Charter Schools' framework is also guided by applicable state and federal law governing conflicts of interest and nepotism applicable to Texas open-enrollment charter schools and nonprofit tax-exempt entities. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact the Human Resources & Benefits Coordinator for more information or questions about conflicts of interest.

An actual or potential conflict of interest occurs when an employee is in-a-positionable to influence a decision that may result in a personal gain for that employee or for a relative as a result of Priority Charter Schools' business dealings and operations.

No "presumption of guilt" is created by the mere existence of a relationship with an employee,

contractor or vendor that may be a potential conflict of interest. However, if employees have any influence on transactions involving purchases, contracts or leases, it is imperative that they disclose to their immediate supervisor or the Human Resources & Benefits Coordinator, 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 Priority Charter Schools does business, but also when an employee or relative receives any benefit, including but not limited to a kick-back, bribe, substantial gift, or special consideration, as a result of any transaction or business dealings involving Priority Charter Schools.

An employee with reason to believe that an actual or potential conflict of interest exists must bring that concern to the attention of that employee's immediate supervisor or to the Human Resources & Benefits Coordinator.

Nothing in this policy is meant to interfere with Priority Charter Schools' desire to encourage staff members to take part in civic, church, and other public services where opportunities to exhibit good citizenship are present.

### ***Outside Employment and Tutoring***

All employees must recognize that they owe a duty of loyalty to Priority Charter Schools. At all times when on duty, without regard to time or place, employees should devote their full attention to Priority Charter Schools' business and their duties. Additionally, employees should not be engaged in outside employment that provides or could give rise to a conflict of interest or directly interferes with the employee's performance. For purposes of this prohibition, "employment" includes employment with another organization, consulting, or self-employment, whether on a voluntary basis or for pay.

All employees are required to disclose, in writing, to their immediate supervisor any outside employment and, if a potential or actual conflict of interest is present, have written permission from their immediate supervisor to engage in the outside employment. At all times, employees are expected to maintain a satisfactory level of performance in their job at Priority Charter Schools. Priority Charter Schools prohibits the performance of non-school work while on the job or with school equipment and/or supplies.

### ***Employment of Relatives and Fraternization***

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

Priority Charter Schools 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.

Priority Charter Schools 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 Priority Charter Schools' 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. Priority Charter Schools will, at its discretion, attempt to identify other available positions, and allow one or both of such employees to apply for reassignment, or Priority Charter Schools may reassign the employees at its discretion. If no alternate position is available, Priority Charter Schools 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 Priority Charter Schools.

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~~ like 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

**Non-Disclosure**

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

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

An employee who improperly uses or discloses trade secrets or confidential business information

belonging to Priority Charter 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 TPIA, Chapter 552 of the Texas Government Code, or other applicable federal or state law.

### **3.21 Textbook and Materials Acquisition**

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

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

### **3.22 Copyrighted Material**

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

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

### **3.23 Proprietary Information**

Proprietary information includes all information relating in any manner to the business of Priority Charter Schools and its schools, students, parents, consultants, customers, clients, and business associates obtained by Priority Charter Schools' employees ~~during the course of~~during their work. Occasionally, in the service of Priority Charter Schools' mission, Priority Charter Schools may choose to share otherwise proprietary information (e.g., best practices) with outside parties. Such

documents will be prepared specifically for publication and dissemination. If an individual employee receives a request from an outside party for either paper or electronic copies of Priority Charter Schools' documents, that employee should direct the request to the Executive Director of Finance.

### **3.24 Performance Management Program**

Priority Charter Schools has instituted a Performance Management Program to evaluate employee performance. Employees will receive constructive coaching and counseling in conjunction with performance evaluations designed to address performance and develop skills. All employees will participate at least annually in the process with the Principal and/or their immediate supervisor. Principals and/or supervisors may also elect to complete additional period evaluations, as approved by the next level administrator.

### **3.25 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 immediate 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 Human Resources & Benefits Coordinator 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 Priority Charter Schools, the school will hold the W-2 or the final check until claimed by the former employee or by an individual authorized in writing by the former employee to collect the check and/or the W-2.

Exit interviews will be scheduled for all employees leaving Priority Charter Schools. Information on the continuation of benefits, release of information, and procedures for requesting references will be provided at this time.

### **Reports Concerning Court-Ordered Withholding**

Priority Charter Schools 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.

### ***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 Executive Director of Finance within five calendar days of notice of termination. The Executive Director of Finance representative will schedule and hold a conference within five business days of the request and shall issue a written decision within five business days after the conference. A former employee wishing to appeal this decision may appeal through the General Employee Complaints and Grievances process described in Section 3.25 of this Handbook, beginning at Level Two.

## **3.26 General Employee Complaints and Grievances Process**

### ***Purpose***

The purpose of the employee complaint process is to provide employees an orderly process for the prompt and equitable resolution of grievances. Priority Charter Schools intends that, whenever feasible, grievances be resolved at the lowest possible administrative level.

In using and applying the employee complaint process, all participants are expected to remain courteous and to adhere to the Code of Ethics and Standard Practices for Texas Educators.

### ***Informal Process***

Priority Charter Schools encourages employees to discuss their concerns with their supervisor, principal, or other appropriate administrator who has authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution is ~~encouraged, but~~encouraged, but will not extend any deadlines in this grievance process, except by mutual written consent.

### ***Formal Process***

An employee may initiate the formal grievance process described below by timely filing a written complaint form.

Even after initiating a formal complaint, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.

The grievance process described below shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

### ***Freedom from Retaliation***

Neither Priority Charter Schools nor any Priority Charter Schools’ employee shall unlawfully retaliate against an employee for initiating a concern or complaint/grievance.

## ***Guidelines for General Employee Complaint Process***

### ***Definitions***

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



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

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

The term “day” shall be defined as a school business day, unless stated otherwise in this complaint process. 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.”

### **Filing**

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication (including e-mail and fax), or by U.S. Mail. Hand-delivered filing shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filing shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

### **Scheduling Conferences**

Priority Charter Schools will make reasonable attempts to schedule conferences at a mutually agreeable time. If the employee fails to appear at a scheduled conference, Priority Charter Schools may hold the conference and issue a decision in the employee’s absence.

### **Response**

At Levels One and Two, “response” shall mean a written communication to the employee from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the employee’s e-mail address of record, or sent by U.S. Mail to the employee’s mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

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 grievant in writing of the necessity to extend the response time and a specific date by when the response will be issued.

A grievance official who fails to meet a time requirement, without providing written notice of an extended deadline, shall be considered to have denied the complaint as of the date of the missed deadline.

### **Representative**

“Representative” means a person designated to represent him or her in the complaint process.

An employee may designate a representative through written notice to Priority Charter Schools at any level of the grievance process. The representative may participate in person or by telephone / video conference. If the employee designates a representative with fewer than three days' notice to Priority Charter Schools before a scheduled conference or hearing, Priority Charter Schools may reschedule the conference or hearing to a later date, if desired, in order to include the school's counsel. Priority Charter Schools may be represented by counsel at any level of the process.

### **Consolidating Complaints**

Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, Priority Charter Schools may consolidate the complaints.

### **Untimely Filings**

All time limits for an employee to file a complaint shall be strictly followed unless modified by mutual written consent. If a complaint form or appeal notice is not timely filed, both the complaint and appeal notice may be dismissed, upon written notice to the employee, at any point during the complaint and/or appeal process.

### **Costs Incurred**

Each party shall pay its own costs incurred in the course of the complaint and/or appeal.

### **Complaint and Appeal Forms**

Complaints and appeals under this policy shall be submitted in writing on a form provided by Priority Charter Schools.

Copies of any documents that support the complaint and/or appeal should be attached to the complaint or appeal form. If the employee does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the employee unless the employee did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be re-filed with all the required information if the re-filing is within the designated time for filing.

### **Formal Complaint Process**

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

#### Level One

Level One complaint forms must be filed:

1. Within ten days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint; and
2. With the lowest-level administrator who has the authority to remedy the alleged problem.

In most circumstances, employees assigned to work at a school campus shall file Level One complaints with the Principal. Other Priority Charter Schools' employees shall file Level One complaints with their immediate supervisor.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the Level One complaint form.

If the complaint is not filed with the appropriate administrator, the receiving administrator will note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the employee within ten days of receipt of the Level One complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, or if there is a need to gather additional information, the administrator shall provide the employee with a written response within ten days following the conference. The written response will set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

#### Level Two

If the employee did not receive the relief requested at Level One or if the time for a response has expired, or if the employee is directed to do so by Priority Charter Schools, the employee may request a conference with the Superintendent or designee to appeal. The appeal notice must be filed in writing, on a form provided by Priority Charter Schools, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal the Level One administrator will prepare and forward a record of the Level One complaint to the Level Two administrator.

The Superintendent or designee will schedule a conference within ten days after the appeal notice is filed. The Level Two conference shall be limited to the issues and documents considered at Level One. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the employee a written response within ten days following the Level Two conference. The written response will set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

#### Level Three

If the employee did not receive the relief requested at Level Two or if the time for a response has expired, the employee may appeal the decision to the Board of Directors. The appeal notice must be filed in writing, on a form provided by Priority Charter Schools, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the employee of the date, time, and place of the Board of Directors' meeting at which the complaint will be on the agenda for consideration by the Board. The Board of Directors will consider the grievance and may, at its discretion, require the appearance of the employee and administration.

The Board of Directors will determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. Generally, complaints involving the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the employee bringing the complaint may be heard by the Board of Directors in a closed meeting. Complaints involving a complaint or grievance against another Priority Charter Schools' 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 grievance is brought.

After considering the appeal, the Board of Directors may subsequently take action or no action. If the Board of Directors takes action, it may make and communicate its decision orally or in writing at any time up to and including the next regularly scheduled Board of Directors meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled Board of Directors' meeting, the lack of a response by the Board upholds the administrative decision at Level Two. A decision by the Board of Directors, if any, is final and may not be appealed.

### **3.27 Process for Employee Complaints and Grievances Regarding Harassment and Discrimination**

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

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

Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to promptly report may impair Priority Charter Schools' ability to investigate and address the prohibited conduct.

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

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

Priority Charter Schools' investigation may be conducted by the Compliance Coordinator or designee, or by a third party designated by Priority Charter Schools, such as an attorney. When appropriate, the Principal or supervisor shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

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

If the results of an investigation indicate that prohibited conduct occurred, Priority Charter Schools shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct. Priority Charter Schools may also take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.

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

An employee who is dissatisfied with the outcome of the investigation may appeal through the "Process for General Employee Complaints and Grievances" process described in this Handbook.

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

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

### **3.28 Whistleblower Complaints**

The Texas Whistleblower Act ("TWA") protects employees who make good faith reports of violations of law by Priority Charter Schools or another employee to an appropriate law

enforcement authority. Priority Charter Schools 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 Human Resources & Benefits Coordinator 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 General Employee Complaints and Grievances Process described in Section 3.25 of this Handbook, beginning at Level Three.

Priority Charter Schools may shorten its general timelines for investigating employee complaints and concerns to allow the Board of Directors time 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 the Priority Charter Schools' 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 the school's complaint procedures and sue within the timelines established by the TWA.

### **3.29 Reporting an Educator's Misconduct**

The Superintendent shall promptly notify the SBEC by filing a written report (within seven days of first learning about an alleged incident of misconduct) with the 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 Priority Charter Schools learned of the criminal record by means other than the criminal history clearinghouse established by the TDPS.
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 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.

Priority Charter Schools 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.

### **3.30 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 Priority Charter Schools 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 Priority Charter Schools 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 within seven business days after the date of an employee's termination or resignation following an alleged incident of misconduct described above.

## **PART 4: COMPENSATION AND PAY SCHEDULES**

### **4.1 Payroll**

Priority Charter Schools follows all Texas Payday Laws. All exempt employees and non-exempt employees are paid twice a month on the 10<sup>th</sup> (tenth) and on the 25<sup>th</sup> (twenty-fifth) of each month in accordance with the Texas Payday Law. If either one of these dates falls on a weekend or holiday, the pay date will be the prior workday. Pay dates are posted in the main office and in the Compensation Manual.

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

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

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

Priority Charter Schools pays all exempt salaried employees an annualized salary over 12 months, regardless of the number of months worked during the school year. Exempt employees will be paid in equal monthly payments beginning with the first pay period of the school year. All salaries are paid-out in accordance with the Texas Payday Act.

### **4.2 Salaries, Wages, and Stipends**

Employees are paid in accordance with administrative guidelines and a pay structure established for each position. Salaries and wages are reviewed periodically and adjusted according to the budgeted amounts approved by the Board of Directors. Employees should contact the the Human Resources & Benefits Coordinator for further information concerning their own salary.

### **4.3 Payroll Deductions**

Priority Charter Schools is required to make the following automatic payroll deductions:

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



- Delinquent federal education loan payments, if applicable.

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

If you have questions why deductions were made from your paycheck or how they were calculated, notify the Human Resources & Benefits Coordinator.

### **Administrative Pay Corrections**

In the event of an error in payment, the employee should contact his/her supervisor as soon as possible. The supervisor will then contact the Human Resources & Benefits Coordinator and send the necessary paperwork to correct the matter. Any questions concerning how or when corrections will be made should be directed to the appropriate supervisor and/or the Human Resources & Benefits Coordinator.

### **Overpayments**

Employees must inform the Human Resources & Benefits Coordinator of known overpayments on any paychecks received. Priority Charter Schools will pursue all legal means necessary to recover overpayments.

## **4.4 Direct Deposit**

All faculty and staff are strongly encouraged to take advantage of direct deposit because of the many advantages it offers. In addition to being efficient and convenient, direct deposit is the most reliable method of receiving pay. Every employee participating in the program must sign a Direct Deposit Authorization Agreement form. A notification period of one–two pay periods is necessary to activate this service. Terminated employees with Direct Deposit will receive their final paycheck in the manner they are accustomed within six calendar days of termination in accordance with the Texas Payday Act.

## **4.5 Lost/Stolen Paychecks**

Lost or stolen paychecks should be reported to the Human Resources & Benefits Coordinator immediately so that Priority Charter Schools will issue a stop payment on the lost or stolen check. Only after the financial institution has notified Priority Charter Schools that payment of the check has been stopped can a new check be issued.

## **4.6 Unclaimed Payroll Checks**

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

#### **4.7 Authorized Check Pick Up**

Priority Charter Schools 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 Quality Assurance Coordinator prior to any paycheck being released.

#### **4.8 Expense and Travel Expense Reimbursement**

Before an employee incurs any travel expense, the employee's supervisor and appropriate central office business official must give approval. For approved travel, employees will be reimbursed for mileage and travel expenditures according to the current rate schedule authorized by the Board of Directors. Employees must submit receipts to be reimbursed for travel expenses other than mileage. Employees will not be reimbursed for travel to and from the workplace. More detailed information about travel and proper procedures can be found in the board approved PCS Travel Manual.

#### **4.9 Wage and Tax Statements**

All employees will receive a Wage and Tax Statement (Form W-2) 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 Priority Charter Schools and distributed on or before January 31st of each year.

#### **4.10 Fair Labor Standards Act (FLSA)**

##### ***Employment Categories***

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

Each employee is designated as either EXEMPT or NON-EXEMPT under federal and state wage and hour laws in accordance with applicable federal law. NON-EXEMPT employees are entitled to overtime pay under the specific provisions of federal law. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. An employee's EXEMPT or NON-EXEMPT classification may be changed only upon written notification by Priority Charter Schools, 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 FLSA, and is not entitled to overtime compensation. Exempt employees are paid on a salaried basis, and their salary is not reduced for absences of less than one full day. However, any full days of absence taken in excess of the employee's allotment/service record accumulation of sick or personal leave will result in an employee payroll deduction calculated on a pro-rated daily rate.

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

Priority Charter Schools’ positions are reviewed and assigned an FLSA (exempt or non-exempt) status that is maintained on a master record by the Human Resources & Benefits Coordinator. Employees may obtain this information from the Human Resources & Benefits Coordinator upon request.

### ***Timekeeping***

Federal and state laws require Priority Charter School to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties. Employees are not to estimate future hours. All time is reported using TimeClock Plus or a timesheet.

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

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

Non-exempt employees must approve their time via the computerized Time Clock Plus system to certify the accuracy of all time recorded. Supervisors must review and approve the time system before submitting it for payroll.

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.

Absence from Duty forms must be submitted for any personal leave taken, as should days off without pay. Failure to submit an Absence from Duty form will result in leave being taken or pay being docked.

### ***Minimum Wage and Overtime***

Priority Charter Schools compensates overtime for non-exempt employees in accordance with federal wage and hour laws. Only non-exempt employees are entitled to overtime compensation. Depending on Priority Charter Schools’ work needs, employees may be requested to work overtime. Priority Charter Schools compensates overtime for non-exempt employees in accordance with federal wage and hour laws. Only non-exempt employees are entitled to overtime compensation. Non-exempt employees are not authorized to work beyond their normal work schedule without advance prior written approval from their supervisor. An employee who works overtime without prior written approval is be subject to disciplinary action, up to and

including termination of employment.

#### **4.11 Compensation and Wage Increase Schedule**

In order to attract and retain a highly qualified and competent work force, Priority Charter Schools has instituted a program to compensate employees in a fair and equitable manner based upon demonstrated job performance. Employees are paid in accordance with a salary schedule listed below approved by the Board of Directors, which considers years of experience and education level.

**SALARY PAY SCHEDULE**  
**2022-2023**

<u>Start Date</u>	<u>End Date</u>	<u>Pay Date</u>
<u>08/01/22</u>	<u>08/13/22</u>	<u>08/25/22</u>
<u>08/14/22</u>	<u>08/27/22</u>	<u>09/09/22</u>
<u>08/28/22</u>	<u>09/10/22</u>	<u>09/23/22</u>
<u>09/11/22</u>	<u>09/24/22</u>	<u>10/07/22</u>
<u>09/25/22</u>	<u>10/08/22</u>	<u>10/25/22</u>
<u>10/09/22</u>	<u>10/29/22</u>	<u>11/10/22</u>
<u>10/30/22</u>	<u>11/12/22</u>	<u>11/25/22</u>
<u>11/13/22</u>	<u>11/26/22</u>	<u>12/09/22</u>
<u>11/27/22</u>	<u>12/10/22</u>	<u>12/23/22</u>
<u>12/11/22</u>	<u>12/24/22</u>	<u>01/10/23</u>
<u>12/25/22</u>	<u>01/14/23</u>	<u>01/25/23</u>
<u>01/15/23</u>	<u>01/28/23</u>	<u>02/10/23</u>
<u>01/29/23</u>	<u>02/11/23</u>	<u>02/24/23</u>
<u>02/12/23</u>	<u>02/25/23</u>	<u>03/10/23</u>
<u>02/26/23</u>	<u>03/11/23</u>	<u>03/24/23</u>
<u>03/12/23</u>	<u>03/25/23</u>	<u>04/10/23</u>
<u>03/26/23</u>	<u>04/08/23</u>	<u>04/25/23</u>
<u>04/09/23</u>	<u>04/29/23</u>	<u>05/10/23</u>
<u>04/30/23</u>	<u>05/13/23</u>	<u>05/25/23</u>
<u>05/14/23</u>	<u>05/27/23</u>	<u>06/09/23</u>
<u>05/28/23</u>	<u>06/10/23</u>	<u>06/23/23</u>
<u>06/11/23</u>	<u>06/24/23</u>	<u>07/10/23</u>
<u>06/25/23</u>	<u>07/08/23</u>	<u>07/25/23</u>
<u>07/09/23</u>	<u>07/31/23</u>	<u>08/10/23</u>

**SALARY SCHEDULE**  
**2021-2022**

<u>Start date</u>	<u>End date</u>	<u>Pay date</u>
<u>08/01/21</u>	<u>08/14/21</u>	<u>08/25/21</u>
<u>08/15/21</u>	<u>08/28/21</u>	<u>09/10/21</u>
<u>08/29/21</u>	<u>09/11/21</u>	<u>09/24/21</u>
<u>09/12/21</u>	<u>09/25/21</u>	<u>10/08/21</u>

09/26/21	10/09/21	<b>10/25/21</b>
10/10/21	10/23/21	<b>11/10/21</b>
10/24/21	11/13/21	<b>11/24/21</b>
11/14/21	11/27/21	<b>12/10/21</b>
11/28/21	12/11/21	<b>12/24/21</b>
12/12/21	12/25/21	<b>01/10/22</b>
12/26/21	01/15/22	<b>01/25/22</b>
01/16/22	01/29/22	<b>02/10/22</b>
01/30/22	02/12/22	<b>02/25/22</b>
02/13/22	02/26/22	<b>03/10/22</b>
02/27/22	03/12/22	<b>03/25/22</b>
03/13/22	03/26/22	<b>04/08/22</b>
03/27/22	04/09/22	<b>04/25/22</b>
04/10/22	04/23/22	<b>05/10/22</b>
04/24/22	05/14/22	<b>05/25/22</b>
05/15/22	05/28/22	<b>06/10/22</b>
05/29/22	06/11/22	<b>06/24/22</b>
06/12/22	06/25/22	<b>07/08/22</b>
06/26/22	07/09/22	<b>07/25/22</b>
07/10/22	07/31/22	<b>08/10/22</b>

Priority Charter Schools may issue pay increases to an employee based on market conditions, difficulty in securing adequate skills within the employment pool, and performance. Priority Charter Schools reserves the right not to issue pay increases due to lack of merit or budgetary reasons.

~~Employees must have worked in the same position for a minimum of six months to be eligible for a pay increase. Employees who have received an increase in pay or received a promotion resulting in a higher salary within six months of the annual pay increase will be ineligible for a pay increase. More details on employee pay can be found in the board approved PCS Compensation Manual.~~

## **PART 5: EMPLOYEE BENEFITS**

The benefits information in this Handbook is only a summary of benefit plans offered by Priority Charter Schools. This general explanation is not intended to and does not provide employees with all the details of these benefits. This Handbook does not change or otherwise interpret the terms of the official plan documents. If there is any conflict or difference between the information in this Handbook and the plan documents, the plan documents will govern. Priority Charter Schools reserves the right to change or end these benefits at any time and for any reason, consistent with all laws. Additionally, benefit eligibility is dependent upon a variety of factors, including employee classification. If employees would like additional information related to any benefits offered by Priority Charter Schools, please contact the Human Resources & Benefits Coordinator.

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

## **5.1 Benefit Offerings**

Priority Charter School currently offers the following benefit programs to eligible employees in the manner prescribed by law:

- Teacher Retirement Systems.
- Health (medical/dental/vision) coverage benefit.
- Life Insurance.
- Supplemental Insurances.
- COBRA.

Benefits eligibility is dependent upon a variety of factors, including employee classification. The HR Coordinator can identify the programs for which you are eligible. Some benefit programs require contributions from the employee; some are fully paid by Priority Charter School.

## **5.2 Health Coverage Benefits**

Group health insurance coverage is available through TRS Active Care to eligible employees in accordance with TRS Active Care provisions. Employees may access the TRS website at:

[http://www.trs.state.tx.us/active.jsp?submenu=trs\\_activecare&page\\_id=/TRS\\_activecare/introduction](http://www.trs.state.tx.us/active.jsp?submenu=trs_activecare&page_id=/TRS_activecare/introduction).

Priority Charter Schools' medical coverage plans and Priority Charter Schools' annual contributions to such plans are reviewed annually and approved as needed by the Board of Directors. Detailed information and descriptions of coverage, premiums, and eligibility are available through the Human Resources & Benefits Coordinator.

## **5.3 Teacher Retirement System**

Employment that makes one eligible for membership in the Teacher Retirement System ("TRS") is:

- Regular employment with Priority Charter Schools that is expected to last for a period of

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

Priority Charter Schools' employees meet these requirements if their customary employment is for 20 hours or more each week and for four and one-half months or more in one school year.

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

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

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

Exceptions to TRS membership include but are not limited to:

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

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

Priority Charter Schools will make all required contributions for employees eligible for TRS benefits on a timely basis. Employees who are planning retirement and retirees who are considering employment after retirement should contact the Human Resources & Benefits Coordinator for the current administrative procedures regarding the school's Retire/Rehire Policy.

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

#### **5.4 Benefits Continuation – COBRA**

Priority Charter Schools will notify employees of their potential rights under COBRA upon separation from employment with the school.

#### **5.5 Other Benefits**

From time to time, Priority Charter Schools may offer its employees the option to additionally purchase and/or participate in various other benefits and insurance programs, subject to the terms



and conditions of the various programs.

## **5.6 Unemployment Compensation Insurance**

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

## **5.7 Workers' Compensation**

Priority Charter Schools provides workers' compensation benefits to employees who suffer a work-related illness or are injured on the job. Priority Charter Schools' workers' compensation coverage is administered by Texas Mutual.

Benefits help pay for medical treatment and make up for part of the income lost while recovering. Specific benefits depend on coverage eligibility and requirements, and the circumstances of each case.

All work-related accidents or injuries should be reported immediately to the employee's immediate supervisor. Employees who are unable to work because of a work-related injury or illness will be notified of their rights and responsibilities with respect to workers' compensation benefits.

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

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

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

Additional information about Priority Charter Schools' workers' compensation benefit offerings may be obtained from the Human Resources & Benefits Coordinator.

## **PART 6: EMPLOYEE ATTENDANCE AND LEAVE**

Priority Charter Schools offers eligible employees paid and unpaid leaves of absences based upon qualifying events. This Handbook describes the basic types of leave available and related restrictions. Employees who expect to be absent for an extended period of more than five days should notify the Human Resources & Benefits Coordinator for information about applicable leave benefits, payment of insurance premiums, and requirements for communicating with the Priority Charter Schools while absent from work.

### **6.1 Attendance**

Employees shall be available full-time during their regular work hours, as defined by their individual Employment Agreement. Any scheduling changes must be discussed with and approved by the employee's immediate supervisor and/or the Principal.

#### ***Absence***

Employees are responsible for notifying their immediate supervisor and/or the Principal of late arrivals, early departures, and absences. When the need for being absent from or late to work is known in advance, the employee must give notice as far in advance as possible.

#### ***Excessive Absenteeism or Tardiness***

Excessive absenteeism, tardiness, and leaving work prior to the designated time constitute grounds for any of the following disciplinary 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 suspension or termination of employment.

#### ***Notice of Unexpected Absence***

When employees who have not given advance notice find that they cannot report for work, they are required to notify their supervisor and/or the Principal within the first working hour each day of the absence. Notification to an employee other than the appropriate supervisor and/or Principal is insufficient. Upon returning to work, the employee must submit an Absence from Duty form to his immediate supervisor. This form can be found under Staff Resources on the PriorityCharter.org website or through the Campus Principal.

#### ***Failure to Give Notice – Job Abandonment and Voluntary Resignation***

Failure to provide notification of an absence to a supervisor for two consecutive workdays (unless prevented by circumstances beyond the employee's control) may be considered job abandonment and/or voluntary resignation on the last day worked, in accordance with applicable

federal and state law, and Priority Charter Schools will process the work separation as a voluntary resignation on the employee's part.

In the event of a voluntary resignation, all school-owned property (e.g., keys, uniforms, etc.) must be returned immediately to Priority Charter Schools.

No payment shall be made for accrued and unused sick leave or any other type of leave upon voluntary resignation or job abandonment, regardless of whether or not the employee provided advance notice of resignation.

### ***Notice of Resignation***

An employee voluntarily resigning employment is requested to provide notice of resignation to his or her supervisor as follows:

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

No payment shall be made for sick leave or any other type of leave, regardless of whether or not the employee provided advance notice of resignation.

## **6.2 Holiday Leave**

Each job will have an assigned duty schedule, classifying that employee as a 10, 11, or 12 month employee. Each employee is expected to work on the days outlined in his or her respective duty schedule. Holidays are built into the 10 and 11 month duty schedule, following student holidays to a certain extent. Year-round employees work throughout the year, except for the end of the fall semester holiday break, the week of Thanksgiving, Spring Break, and any federal holidays. Each year, the Board of Directors will establish a school calendar indicating school holidays and closures. This calendar can be located on the district website at [www.PriorityCharterSchools.org](http://www.PriorityCharterSchools.org).

Hourly employees whose wages are not annualized will receive payment for the following ten holidays during the ~~2021~~2022-~~2023~~ School Year:

- Fall Break (10/140/20212)
- Thanksgiving Break (11/243/20212, 11/254/20221, 11/265/20212)
- Christmas Break (12/232/20212, 12/234/20212, 12/26/2022)
- ~~New Year's Eve (12/31/2021)~~
- Spring Break (03/165/20223, 03/176/20223, 03/187/20223)

Holidays are defined as an eight hour day. The employee's Supervisor may approve an employee to work during unpaid holiday periods. Holiday hours do not count towards "hours worked" for calculation of overtime.

## **6.3 Vacation**

Year-round employees are given 10 days of vacation. The use of vacation time must be approved by the employee's immediate supervisor. The supervisor has the authority to limit vacation usage at certain times of the year based on the needs of the organization.

## 6.4 Local or Personal Leave Overview

Priority Charter Schools provides local or personal leave days to all full-time employees to provide them with the flexibility to attend to their personal and medical time-off needs. Please contact the Human Resources & Benefits Coordinator for information regarding your eligible paid time off balances.

As an open-enrollment charter school, Priority Charter Schools does not offer traditional “state leave” earned under Chapter 22 of the Texas Education Code. This leave is generally transferrable among school ~~districts, and~~ districts and may be rolled over from year to year. Priority Charter Schools’ employees **will not** earn state leave days that are transferrable among Texas public schools, as the state leave program does not apply to charter schools. **For this reason, any local or personal leave earned during service with Priority Charter Schools will not transfer to another charter school or school district if an employee leaves service with Priority Charter Schools.** Employees may roll over a maximum of 20 Local Personal Leave days from one school year to the next.

Local or personal leave entitlement is determined according to the employee’s annual work calendar as described below:

- Year-round employees: 6 days per year
- Non-year-round Full-time employees: 5 days per year
- Non-year-round Part-time employees: 2.5 days per year

Local or Personal Leave is to be used for the following reasons:

- Employee illness.
- Illness in the employee’s immediate family.
- Family emergency (i.e., natural disasters or life-threatening situations).
- Death in the immediate family, defined as an employee’s parent, stepparent, child, stepchild, sibling, grandparent, aunt, uncle, or cousin.
- Active military service, in conjunction with any applicable military leave of absence.
- Absence for other personal reasons.

Upon separation of employment, whether voluntary or involuntary, the employee will forfeit all leave and will not be paid for any unused local or personal leave days after their last day worked. If you start after the beginning of the school year, your leave will be prorated for the duration of your agreement.

Exempt (salaried) employees must take local or personal leave in full or half day increments. Non-exempt (hourly) employees must take local or personal leave in hourly increments in agreement with the number of hours of the absence.

### ***Approvals for Using Personal or Local Leave Days***

Local or Personal leave must be scheduled in advance and requires approval of the employee’s supervisor. The Absence from Duty form can be found on the website, [www.PriorityCharterSchools.org](http://www.PriorityCharterSchools.org), under Resources for Staff or through the Campus Principal. In making determinations on personal leave requests, the supervisor shall consider the effect of the employee’s absence on the educational program, the impact on school safety, and the availability of substitutes.

### ***Duration of Leave/Schedule Limitations***

Local or personal leave may not be taken for more than three consecutive days during the school year, except in extenuating circumstances as determined by the Principal or the employee's immediate supervisor. Local or personal leave shall not be allowed in the following circumstances:

- The first week of school;
- Days scheduled for end-of-semester or end-of-year exams, days scheduled for state-mandated assessments or for school achievement tests;
- Days scheduled for professional or staff development and/or in service training;
- Local leave requested to be taken within 30 calendar days of the last day of school must be requested 30 calendar days in advance of the requested time off.

Leave taken within three days of a scheduled holiday (before or after) must receive the approval of both the principal or the employee's immediate supervisor AND the Superintendent. This request must be submitted at least 30 calendar days in advance of the requested time off. Examples of events that might be approved are wedding of an immediate family member or moving a child into college. Examples of events that might not be approved are cruises or vacations.

**Any leave taken for which leave balances are insufficient shall result in a deduction from the employee's paycheck commensurate with the amount of leave taken, to the extent allowed by law.** Additionally, if an employee leaves Priority Charter Schools before the end of the work year, the amount of wages, based on the employee's daily rate, for any unearned leave days taken by the employee shall be deducted from the employee's final paycheck in accordance with applicable law.

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

### ***Forfeiture of Accrued Leave***

Any unused paid accrued leave, regardless of what the leave is called (e.g., sick leave, local leave, vacation, discretionary leave, etc.), is forfeited upon separation from employment, whether voluntary or involuntary.

## **6.5 Limitations on Leaves of Absence (Unavailability for Work)**

~~With the exception of~~ Apart from leaves of absence for military duty or approved leave under the FMLA, if an employee accumulates more than ten days of absence after exhausting all available paid and unpaid leave, the employee ~~shall~~ can be separated due to unavailability for work, subject to any reasonable accommodation duties Priority Charter Schools 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~~rehire and will be able to apply for any vacancies that may exist at any given time, depending upon qualifications and availability of job openings.

## **6.6 Assault Leave**

Assault leave provides extended job income and benefits protection to an employee who is injured as the result of a physical assault suffered during the performance of his or her job. An incident involving an assault is a work-related ~~injury, and~~ injury and should be immediately reported to Human Resources at 254-206-3081. An injury is treated as an assault if the person causing the injury could be prosecuted for assault or could not be prosecuted only because that person's age or mental capacity renders the person non-responsible for purposes of criminal liability. Days of leave granted under the assault leave provision will not be deducted from accrued personal leave and must be coordinated with workers' compensation benefits. Upon investigation the district may change the assault leave status and charge leave used against the employee's accrued paid leave. The employee's pay will be deducted if accrued paid leave is not available.

## **6.7 Catastrophic Leave Bank**

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee's immediate family that requires the services of a licensed practitioner for a prolonged period and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

### **Purpose and Rules**

To receive the benefits provided by the catastrophic leave bank (bank), an employee shall be a member of the bank. Membership in the bank shall be acquired by donating one day of local leave. Donating one day of local leave to the bank shall mean that:

1. The employee shall release one local leave day to the bank.
2. The one local leave day shall be subtracted from the employee's accrued, or to be earned in the current year, local leave days.
3. The donated day shall become the property of the bank.
4. Employees who wish to join the bank for the new school year must contribute one day of local leave prior to September 30 of each year. The maximum bank days received by a member shall not exceed 10 workdays in a school year, with an overall maximum of 20 workdays during employment in the District, regardless of any breaks in service.

After contributing the required number of local leave days for membership in the sick leave bank, a member shall be permitted to contribute additional local leave days to the bank, up to a maximum of five leave days per school year. These days shall be deducted from the contributing employee's leave balance.

The purpose of the bank is to ensure that the bank members have adequate leave days in the event of a qualifying illness or injury or of an immediate family member dependent on their care. Bank benefits shall only be available for a qualifying illness or injury and may not be used for an illness or injury resulting from a condition that was known to the employee on the date he or she first became a member of the bank.

Should the member have a qualifying illness or injury requiring days of absence in addition to all paid accumulated local leave and vacation, the member may submit a request for days from the

bank. An employee may not apply for bank days until all available paid leave or vacation has been used.

If a member has more than one qualifying illness or injury within the same school year, the member may apply for additional days for the second or subsequent illness or injury. Each illness or injury for which bank days are provided must be a qualifying illness or in-jury. In no event will any one member be permitted to use more than 10 bank days in one school year.

If the balance of bank days on July 1 of any year falls below two times the number of participating members, each participant shall contribute an additional day at the beginning of the upcoming school year. If the balance falls below one day for each member, participants shall contribute two additional days.

A member who uses any bank days during a school year shall be required to contribute one more local leave day in the following school year as a condition of continuing membership in the bank.

An employee who terminates his or her employment with the District shall forfeit membership in the bank on the effective date of termination. If the employee wishes to regain membership in the bank upon his or her return to the District, one day of local leave must again be donated. A member may make a request to the Governing Committee for their one leave day or any additional bank days given by that member to be used for a specific employee. If the members request is approved by the Governing Committee, the member making the re-quest shall be required to contribute one more local leave day in the following school year as a condition of continuing membership in the bank.

The governing committee shall approve or disapprove all requests for bank benefits. Guidelines are as follows:

1. To serve on the committee, a person must be a member of the bank and have been employed by the District at least three years.
2. The governing committee shall consist of one professional employee representatives from the elementary schools, one professional employee representative from the middle school, one professional representative from the high school, one paraprofessional representative, and one representative from the administration.
3. The term of membership shall be two years beginning October 1 and ending September 30.

If a member of the committee leaves, he or she shall be replaced by a member of his or her member's representative group. The replacement shall serve for the remainder of the term. Members of the governing committee shall be obtained by requesting volunteers from representative groups as indicated in item 2, above. Representatives shall be rotated every two years.

The committee shall determine, by majority vote, the number of days approved up to 5 days and reserves the right to approve, disapprove, or modify the days requested for additional bank benefits not to exceed a maximum of 10 days per school year. An employee may grieve the decision of the governing committee. All applications shall be reviewed individually. A member may be requested to appear before the committee to substantiate his or her application for bank benefits.

Any employee that would like to donate one or more of their local leave/personal days to another employee may do so by submitting the proper documentation to the HR Coordinator. Personal leave may be donated up to five days after an employee returns to work. Please contact the HR Coordinator for more information.

## **6.76.8 Family and Medical Leave Act (FMLA)**

The FMLA provides employees who meet certain 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, eligible employees generally have the right to return to the same or an equivalent position and equivalent pay, benefits and working conditions.

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

The following text is adapted from the federal notice, *Employee Rights Under the Family and Medical Leave Act*. Specific information that Priority Charter Schools has adopted to implement the FMLA follows this general notice.

### ***Leave Entitlements***

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

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

An eligible employee who is a covered service member's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the service member with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

### ***Benefits and Protections***

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly



identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

### ***Eligibility Requirements***

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave; and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

### ***Requesting Leave***

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

### ***Employer Responsibilities***

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

### ***Enforcement***

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:  
1-866-4-USWAGE

## ***Local FMLA Guidelines***

### ***Calculating FMLA Leave Year***

Priority Charter Schools uses the following method to establish the 12-month period in which FMLA leave may be used:

- A fixed 12-month period measured forward from the first date an employee takes FMLA leave. The next 12-month period would begin the first time FMLA leave is taken after completion of the prior 12-month period.

### ***Use of Paid Leave***

FMLA leave runs concurrently with accrued sick and personal leave, temporary disability leave, and absences due to a work-related illness or injury. Priority Charter Schools will designate the leave as FMLA, if applicable, and notify the employee that accumulated leave will run concurrently.

### ***Combined Leave for Spouses***

Spouses who are employed by Priority Charter Schools are limited to a combined total of 12 weeks of FMLA leave to care for a parent with a serious health condition, or for the birth, adoption, or foster placement of a child. Military caregiver leave for spouses is limited to a combined total of 26 weeks.

### ***Intermittent Leave***

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

### ***Fitness for Duty***

An employee that takes FMLA leave due to the employee's own serious health condition shall provide, before resuming work, a fitness-for-duty certification from the health care provider. If certification of the employee's ability to perform essential job function is required, Priority Charter Schools shall provide a list of essential job functions (e.g., job description) to the employee with the FMLA designation notice to share with the health care provider.

### ***Reinstatement***

An employee returning to work at the end of FMLA leave will be returned to the same position held when the leave began or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

In certain cases, instructional employees desiring to return to work at or near the conclusion of a semester may be required to continue on family and medical leave until the end of the semester. The additional time off is not counted against the employee's FMLA entitlement, and Priority Charter Schools will maintain the employees group health insurance and reinstate the employee at the end of the leave according to school policy and procedure.

### Failure to Return

If, at the expiration of FMLA leave, an employee is able to return to work but chooses not to do so, Priority Charter Schools may require the employee to reimburse Priority Charter Schools' share of insurance premiums paid during any portion of FMLA leave when the employee was on unpaid leave. If the employee fails to return to work for a reason beyond the employee's control, such as a continuing personal or family serious health condition or a spouse being unexpectedly transferred more than 75 miles from Priority Charter Schools, the school may not require the employee to reimburse Priority Charter Schools' share of premiums paid.

### Contact

Employees that require FMLA leave or have questions should contact Joyce Deocampo, Human Resources & Benefits Coordinator, at 254-206-3081 or [jdeocampo@prioritycharterschools.org](mailto:jdeocampo@prioritycharterschools.org) for details on eligibility, requirements, and limitations.

## **6-86.9 Military Leave of Absence**

Priority Charter Schools is committed to protecting the rights of employees absent on military leave. In accordance with federal and state law, it is Priority Charter Schools' policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in, or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights hereunder. If any employee believes that he or she has been subjected to discrimination in violation of this provision, the employee should immediately contact the Human Resources & Benefits Coordinator.

### ***Temporary (Two-Week) Military Leave***

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

### ***All Other (Extended) Military Leave***

Employees directed to participate in extended military duties in the U. S. Armed Forces that exceed ten working days will be placed on an unpaid military leave of absence status for a period of as long as five years, except as otherwise required by USERRA, and the employee will be entitled to the rights and benefits described in this Handbook and in accordance with Priority Charter Schools' policies and procedures.

An employee on extended military leave may be entitled to differential pay. This arrangement requires prior approval by the Superintendent. The employee will be required to submit documentation of military pay and official orders.

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

### **6.96.10 Bereavement Leave**

Full-time and part-time employees are eligible for bereavement leave. Temporary employees, substitutes, or employees classified on an “as-needed” basis are not eligible for bereavement leave. In the unfortunate event of a death in an eligible employee’s immediate family, the employee may take a paid leave of absence of up to five days. For purposes of this policy, an “immediate family member” includes the following:

- Spouse
- Child/step-child
- Parent/step-parent
- Grandparent/step-grandparent
- Sibling/step-sibling
- Spouse’s parent
- Spouse’s grandparent
- Daughter-in-law/son-in-law
- Any other family member residing in the employee’s home

Priority Charter School will provide up to two days (~~up to five days if air travel is required~~) of paid bereavement leave in the event of a death in an employee’s extended family. For purposes of this policy, “extended family” includes the following:

- First cousin
- Brother-in-law/sister-in-law
- Aunt/uncle
- Niece/nephew
- Spouse’s aunt/uncle
- Spouse’s niece/nephew

The Campus Principal may approve bereavement leave for an “extended family” member who is not listed above with guidance from the Superintendent. Bereavement leave days should be taken within a reasonable time from the date of the death or day of the funeral. If an employee experiences a death in the family, he or she should inform the Campus Principal as soon as possible. Supporting documentation may be required.

### **6.106.11 Jury Duty and Grand Jury Service**

Priority Charter Schools 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. A leave of absence for jury or grand jury duty will be granted to any employee and will be compensated at his or her regular daily or hourly rate for each day of absence due to jury or grand jury duty, up to a total of three days of paid absence per school year. Employees must present documentation of the service and may keep any compensation they receive. A summons to appear is not proper documentation of the service. If an employee is released early, he or she must return to work. Consideration will be given on a case-by-case basis for travel time.

### **6.116.12 Other Court Appearances**

Employees will be granted leave to comply with a valid subpoena to appear in a civil, criminal, legislative, or administrative proceeding. Employees must submit documentation of their need for leave for court appearances to their supervisor and the Human Resources & Benefits Coordinator. Priority Charter Schools will not discharge, discipline, or otherwise penalize an employee because he or she complies with a valid subpoena to appear in a civil, criminal, legislative, or administrative proceeding.

### **6.126.13 Voting Leave**

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

#### **6.14 Religious Observances**

An employee requesting to attend a religious observance on a regularly scheduled school day may use personal leave. If 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.

## **PART 7: EMPLOYEE CONDUCT**

### **7.1 General**

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

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

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper

course of action, discuss the matter with your immediate supervisor and, if necessary, the Human Resources & Benefits Coordinator.

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

## **7.2 Standards of Conduct**

All employees are expected to work together in a cooperative spirit to serve the best interests of Priority Charter Schools and its schools 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, fellow employees, service providers, and other Priority Charter Schools' 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 Priority Charter Schools' time, funds, and property for authorized Priority Charter Schools' business and activities only.

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

## **7.3 Code of Ethics**

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

### *Ethical Conduct in General*

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

schools of the community.

#### *Professional Ethical Conduct, Practices and Performance:*

- Standard 1.1: An employee shall not intentionally, knowingly, or recklessly engage in deceptive practices regarding official policies of Priority Charter Schools, 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.
- 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.

## **7.4 Financial Ethics**



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

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

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

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

Priority Charter Schools will respect the privacy of the complainant who brings a complaint against a person for fraud or financial impropriety or any other prohibited conduct, persons against whom a report is filed, and witnesses. Limited disclosure may be necessary to complete a thorough investigation or to comply with applicable law. All employees involved in an investigation shall be advised to keep information about the investigation confidential to the extent necessary as to not interfere with the investigation process.

Neither the Board of Directors nor any Priority Charter Schools' employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety.

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

## **7.5 Dress and Grooming**

Priority Charter Schools' goal in establishing a dress code is to create a professional appearance that fosters a safe and positive work environment for our staff and students. The general philosophy is that Priority Charter Schools' employees are professionals and should dress the part (i.e., no shorts, baseball caps, multiple earrings, or flip-flops). Faded jeans and t-shirts are

not appropriate. Tattoos should be covered, and earrings should be limited to one earring in the earlobe.

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

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

1. Hair must be neat and clean. Shaggy, unkempt hair is not permissible. Sideburns, moustaches, and beards must be neatly trimmed.
2. Tight-fitting clothing, halter tops, exposed midribs, strapless and/or low cut tops, exposed backs, spaghetti straps, see-through clothing, and tanks with oversized armholes are not permitted. Undergarments shall not be visible or exposed.
3. Clothing or conspicuously displayed jewelry or accessories with inappropriate advertising or statements that are offensive or inflammatory are prohibited. This prohibition includes, but not limited to, alcoholic beverages, profanity, sex, tobacco, drugs, gangs, guns, and other weapons, excessively violent or gory imagery, and the promotion of violence.
4. Appropriate footwear is required. Flip-flops or other beach-type sandals are not permitted.
5. Pants shall be worn securely at the waist. Excessively worn, torn, frayed, over-sized or long clothing is not permitted. Undergarments shall not be visible or exposed.
6. Dresses and skirts will be permitted provided that they are neatly hemmed, conservative, and modest in appearance. Campus administration will determine appropriate length. Excessively high slits in skirts and tight spandex will not be permitted.
7. Body piercing ornaments and other similar ornaments will be worn on the ear only.
8. Visible tattoos and similar body painting(s) that promote violence or reflect gang activity are prohibited. Visible tattoos and similar body painting(s) that are considered offensive, inflammatory or disruptive to the learning environment are prohibited.
9. Hats, caps, or other head apparel are not permitted (exceptions may be made for religious observances).

At Priority Charter Schools' discretion, employees may occasionally be allowed to dress in a more casual manner. On these occasions, employees are expected to present a neat appearance, and are not permitted to wear ripped or disheveled clothing, athletic wear, or other inappropriate clothing. Jeans should not be torn, faded, worn out, or frayed.

Priority Charter Schools will review its dress and grooming policies on a regular basis, and make changes as needed.

While it is inevitable that there will be differences of opinion as to the appropriateness of dress and grooming, the final determination will be in the judgment of the Principal. An employee who does not comply with this dress code is subject to disciplinary action, up to and including termination of employment.

## **7.6 Unacceptable Employee Conduct**

Employees are expected to follow all laws, policies, regulations, terms and conditions of employment and directives of Priority Charter Schools. Priority Charter Schools 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 of employment. This is not

intended to be a complete list, and it does not alter the contractual or at-will employment relationship between employees and Priority Charter Schools.

1. Abuse, including but not limited to sexual abuse, of a student.
2. Behaviors that interfere with a student's safety or cause an unsafe environment.
3. 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.
4. Dishonest, immoral, or illegal conduct while on duty and/or on school property that would tend to bring discredit to Priority Charter Schools.
5. Dishonesty, falsification or misrepresentation on an application for employment or other work records; falsifying reasons for leave of absence or other data requested by Priority Charter Schools and/or alteration of Priority Charter Schools' records or documents.
6. Disrupting the work environment.
7. Engaging in or soliciting a romantic, sexual, or otherwise inappropriate relationship with a student, regardless of whether the relationship is consensual.
8. Engaging in an act of sabotage; willful or with negligence causing the destruction or damage of Priority Charter Schools' property, or the property of fellow employees, volunteers, contractors, or visitors, in any manner.
9. Engaging in discrimination, harassment, or retaliation in any form.
10. Engaging in inappropriate electronic communications with students, as described in this Handbook.
11. 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.
12. Engaging in rudeness, disrespectful, or unprofessional behavior toward parents and school contractors or vendors.
13. Excessive absenteeism or tardiness.
14. Failure to report child abuse or neglect as required by Chapter 261 of the Texas Family Code.
15. Fighting or threatening violence toward anyone on Priority Charter Schools' property or when representing Priority Charter Schools, including "horseplay" or provoking a fight between others.
16. Giving to other schools, organizations, or persons information made confidential by law and/or proprietary Priority Charter Schools' information that is obtained from Priority Charter Schools' files or records in the course of employment.
17. Giving to other schools, organizations, or person's information relating to Priority Charter Schools' employees and/or students that is obtained from Priority Charter Schools' files or records in the course of employment.
18. Insubordination or other disrespectful conduct (including refusal to follow the lawful directives of a supervisor or the Superintendent).
19. Negligence or any careless action that endangers the life or safety of another person, or damages or destroys property of Priority Charter Schools.
20. Possession of firearms, weapons or explosives on Priority Charter Schools' property, while on duty or while representing Priority Charter Schools.
21. Smoking in prohibited areas, including the use of vaping devices.
22. Theft of school-owned property or the property of fellow employees, students, contractors or visitors.
23. Threatening, intimidating or coercing fellow employees on or off Priority Charter Schools' property, at any time, for any reason.

24. Unauthorized possession or removal of any Priority Charter Schools' property, including documents, from the premises without prior permission from a supervisor;
25. Unauthorized use of Priority Charter Schools' equipment or property, including using such equipment for personal use or profit.
26. Unsatisfactory performance or conduct.
27. Use, possession, sale of, or being under the influence of a controlled substance, alcohol, or tobacco as further described in this Handbook, or abusing a prescription drug, while at work or otherwise representing Priority Charter Schools.
28. Violations of Priority Charter Schools' expectations for employee conduct, including but not limited to those set out in this Handbook, or as otherwise distributed to employees by Priority Charter Schools. Additionally, employees must adhere to the Professional Code of Ethics and Standard Practices for Texas Educators as set forth at 19 Tex. Admin. Code § 247.2.
29. Violation of the rules affecting the health and safety of students and the efforts of Priority Charter Schools to operate efficiently and effectively.

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

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

Prohibited discrimination or harassment is defined as unwelcome conduct that is based on race, color, religion, sex (including pregnancy) or gender, national origin, age (40 or older), disability, or genetic information. Harassment becomes unlawful where:

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

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

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

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

### ***Retaliation***

Priority Charter Schools strictly prohibits retaliation against a student, parent, or an employee who in good faith reports or complains about discrimination, harassment, or other prohibited conduct,

or who serves as a witness or otherwise participates in an investigation. Employees who take part in any retaliatory action will be subject to discipline, up to and including termination of employment. Retaliation may include, but is not limited to: demotion, denial of promotion, poor performance appraisals, transfer, and assignment of demeaning tasks or taking any kind of adverse actions against a person who complains about discrimination or harassment.

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

### ***Reporting Procedures***

An employee who believes that he or she has experienced prohibited discrimination or harassment, retaliation, or believes that another employee has experienced such prohibited conduct, should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor or Principal, or to the appropriate Compliance Coordinator designated in Section 2.1 of this Handbook.

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

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

Priority Charter Schools' procedure for reporting and investigating sexual harassment or potential violations of Title IX is found in Section 7.8 of this Handbook.

### ***Conducting the Investigation***

Priority Charter Schools recognizes all official complaints as a serious matter and will follow through with an appropriate and timely investigation of the allegations. All complaints will be investigated. Priority Charter Schools' investigation may be conducted by the Compliance Coordinator or designee, or by a third party designated by Priority Charter Schools, such as an attorney. At no time will employees who file a complaint be required or allowed to handle the problem themselves.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

To the greatest extent possible, Priority Charter Schools will respect the confidentiality of the complainant, persons against whom a report is filed, and witnesses. The purpose of this is to maintain impartiality to the extent possible. Both the complaining individual and the alleged harasser have equal privacy rights under the law. However, limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

### ***Corrective Action***

Priority Charter Schools will take prompt, effective action to end any harassment and to deter future harassment. After all the circumstances of the complaint, including responses of the alleged

perpetrator and witnesses, have been documented, a determination will be made as to whether or not discrimination or harassment has occurred. Prompt corrective action, if warranted, will follow immediately. This may include discipline or termination of the perpetrator or the complainant in the case that a falsified and malicious complaint was discovered and substantiated. The complainant and other persons directly involved will be provided notice of Priority Charter Schools' disposition in the matter.

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

Priority Charter Schools accepts no liability for harassment of one employee by another employee. The individual who makes unwelcome advances, threatens or in any other way harasses another employee is personally liable for such actions and their consequences.

## **7.8 Sexual Harassment Prohibited**

Priority Charter Schools prohibits discrimination on the basis of sex, including sexual harassment, of a student 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 Priority Charter Schools' 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 Priority Charter Schools 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 Priority Charter Schools’ educational program or activity without unreasonably burdening either party, including measures designed to protect the safety of all parties or Priority Charter Schools’ educational environment, or deter sexual harassment. Examples of supportive measures include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of class schedules, mutual restrictions on contact between the parties, and other similar measures.

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

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

Priority Charter Schools’ 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, Priority Charter Schools must provide the following written notice to the parties who are known:

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

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

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

- Priority Charter Schools 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 Priority Charter Schools as a Title IX Coordinator, investigator, decision-maker, or to facilitate an informal resolution process must not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or responsible. Priority Charter Schools 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 Priority Charter Schools’ sexual harassment policy.
- Priority Charter Schools 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.
- Priority Charter Schools 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.
- Priority Charter Schools shall employ the preponderance of the evidence standard to determine responsibility when reviewing formal complaints.
- Priority Charter Schools may not require, allow, rely upon, or otherwise use questions of evidence that constitute, or seek disclosure, of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

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

Priority Charter Schools 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 respondent, 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***

Priority Charter Schools must investigate the allegations in a formal complaint.



Priority Charter Schools 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 Priority Charter Schools' education program or activity; or
- Did not occur against a person in the United States.

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

Upon a dismissal, Priority Charter Schools 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 Priority Charter Schools 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.

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

Priority Charter Schools must provide the written determination to the parties simultaneously. The determination becomes final either on the date Priority Charter Schools 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***

Priority Charter Schools will offer both parties an appeal from a determination regarding responsibility, and from Priority Charter Schools' 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, Priority Charter Schools 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. Priority Charter Schools 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 Priority Charter Schools' grievance procedures.

### ***Emergency Removals***

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

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

### ***Retaliation Prohibited***

Neither Priority Charter Schools 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***

Priority Charter Schools 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.

## **7.9 Student Discrimination/Harassment**

Discrimination and harassment of students by employees are forms of discrimination and are prohibited by law. Employees who suspect a student may have experienced prohibited harassment are obligated to report their concerns to the Principal or other appropriate Priority Charter Schools official. All allegations of prohibited harassment of a student by an employee or adult will be promptly investigated. An employee who knows of or suspects child abuse or neglect must also report his or her knowledge or suspicion to the appropriate authorities, as required by law.

Priority Charter Schools shall take appropriate disciplinary action against employees who have engaged in discrimination or harassment of students, up to and including termination of employment.

Retaliation against anyone involved in the complaint process is a violation of Priority Charter

Schools' policy and acts of retaliation may result in disciplinary action, up to and including termination of employment.

### ***Sexual Harassment of Students***

Sexual harassment of students includes any unwelcome verbal or physical sexual advances, including but not limited to engaging in sexually oriented conversations; making comments about a student's potential sexual performance; requesting details of a student's sexual history; requesting a date, sexual contact, or any activity intended for the sexual gratification of the employee; engaging in conversations regarding the sexual problems, preferences, or fantasies of either party; inappropriate hugging, kissing, or excessive touching; suggestions that a romantic relationship is desired after the student graduates, including post-graduation plans for dating or marriage; telephoning or texting students at home or elsewhere to solicit unwelcome social relationships; physical contact that would reasonably be construed as sexual in nature; threatening or enticing students to engage in sexual behavior in exchange for grades or other school-related benefit; requests 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 conduct of a sexual nature that creates an intimidating, threatening, hostile or offensive educational environment.

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

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

Any sexual or romantic relationship between a student and a Priority Charter Schools' employee is always prohibited, even if consensual.

## **7.10 Fraud, Dishonesty and False Statements**

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

## **7.11 Insubordination**

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

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

## **7.12 Growth Plan/Disciplinary Action**

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

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

1. Verbal warning.
2. Conference with a supervisor and/or the Principal.
3. Written warning.
4. Imposition of an employee growth plan / performance improvement plan.
5. Suspension with or without pay.
6. Termination of employment.

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

## **7.13 Social Media Policy**

Employees have a right to participate in social networking sites, blogs, forums, etc. as individuals in the community. However, employees should not post anything that would violate student confidentiality or the professionalism and ethical conduct of Priority Charter Schools' employees. Employees are encouraged to adhere to the following guidelines when engaging in activity on social media:

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

supervisor to conduct school business.

If an employee's use of social media violates state or federal law or Priority Charter Schools' policy, or interferes with the employee's ability to effectively perform his or her job duties or adversely impacts Priority Charter Schools and its service to students and parents (as solely determined by Priority Charter Schools), the employee is subject to disciplinary action, up to and including termination of employment.

### ***Electronic Communications with Students***

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

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

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

## **7.14 Public Relations/Media**

The Board of Directors has designated the Superintendent as the official spokesperson for media questions and public relations. Any official statements from Priority Charter Schools to the media are to be handled through the Superintendent or designee only.

## **7.15 Employee Involvement**

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

## **7.16 Faculty/Staff Meetings**

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

**PART 8: EMPLOYEE HEALTH AND SAFETY**

**8.1 Accident Reporting**

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

**8.2 Alcohol and Drug-Abuse Prevention**

Priority Charter 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 Priority Charter Schools may be dismissed. Priority Charter Schools’ policy regarding employee alcohol and/or drug use is as follows:

**DRUG-FREE WORKPLACE NOTICE**

Priority Charter Schools explicitly prohibits:

- The unlawful manufacture, distribution, dispensing possession, or use of narcotics or other illegal drugs, alcohol, or prescription medications without a prescription on Priority Charter Schools’ premises or while attending a school-sponsored or school-related activity.
- Being impaired or under the influence of legal or illegal drugs or alcohol away from school property, if such impairment or influence adversely affects the employee’s work



performance, the safety of the employee or of others, or puts at risk Priority Charter Schools' reputation.

- Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from Priority Charter Schools' 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 Priority Charter Schools' reputation.
- The presence of any detectable amount of prohibited substances in the employee's system while at work, on Priority Charter Schools' property, or while attending a school-sponsored or school-related activity. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.

Employees who violate this policy shall be subject to disciplinary sanctions, which may include:

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

As a condition of employment with Priority Charter Schools, each employee shall abide by the terms of the requirements and prohibitions set out in this statement and shall notify Priority Charter Schools of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. Within 30 days of receiving such notice, Priority Charter Schools shall 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.

In addition, Priority Charter Schools will conduct drug and/or alcohol testing under any of the following circumstances:

- *For-Cause Testing:* Priority Charter Schools may ask an employee to submit to a drug and/or alcohol test at any time it has reason to suspect that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity; unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol; negative performance patterns; or excessive and unexplained absenteeism or tardiness.
- *Post-Accident Testing:* Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. This includes not only the employee who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.
- *Pre-Employment Testing:* Priority Charter Schools may perform pre-employment drug or alcohol testing after an offer of employment is made and accepted.

All reports by Priority Charter Schools regarding drug or alcohol testing results shall be kept strictly confidential but may be used as the basis for disciplinary action or other action regarding employment status.

If an employee is tested for drugs or alcohol outside of the employment context and the results

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

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

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

Employees with questions or concerns relating to alcohol and drug policies and related educational material should contact the Human Resources & Benefits Coordinator.

### **8.3 Asbestos Management Plan**

Priority Charter Schools is committed to providing a safe environment for employees. An accredited management planner has developed an asbestos management plan for school facilities. A copy of Priority Charter Schools' management plan is available for inspection during normal business hours by contacting the Executive Director of Operations.

### **8.4 Communicable Diseases**

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

The term "bodily fluids" includes: blood, semen, drainage from scrapes and cuts, feces, urine, vomitus, respiratory secretions and saliva. Contact with bodily fluids presents a risk of infection with a variety of germs. In general, however, the risk is very low and dependent on a variety of factors including the type of fluid with which contact is made and the type of contact made with it.

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

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

- Avoid direct skin contact with bodily fluids. This also includes the mucous membranes (e.g. eyes, nose, and mouth);
- Wear disposable gloves when contact with bodily fluids is anticipated (e.g. when treating bloody noses; open cuts, abrasions and other lesions; handling contaminated clothing;

- and cleaning up body fluid spills);
- Always practice good personal hygiene through proper hand washing techniques;
- Request assistance from a custodian for proper cleaning of all bodily fluid spills.

## **8.5 Hazard Communication Act**

Priority Charter Schools is concerned about the safety of all employees, and therefore will perform the following duties in compliance with the THCA:

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

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

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

## **8.6 Occupational Safety and Health Administration Statement**

Priority Charter Schools strives to reduce dangers to health and safety by creating and maintaining improved working conditions, free from recognized hazards that might cause serious physical injury. In accordance with the Occupational Safety and Health Act (“OSHA”), Priority Charter Schools maintains a log of all occupational injuries and illnesses, and asks that employees report such injuries and illnesses within 48 hours so that Priority Charter Schools may

report these occurrences within a lawful period of time to the nearest OSHA office.

As employees of Priority Charter Schools:

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

As your employer:

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

If you would like more information regarding your OSHA rights or additional information, visit [www.osha.gov](http://www.osha.gov) or call 1-800-321-OSHA.

## **8.7 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, Priority Charter Schools will orally report the fatality/multiple hospitalization by telephone or in person to the area office of OSHA and the DOL, that is nearest to the site of the incident. If the area office is not reachable, the school may call the OSHA toll-free central telephone number, 1-800-321-6742.

### ***Reporting Procedures***

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

## **8.8 Searches**

Priority Charter Schools reserves the right to conduct searches to monitor compliance with rules concerning safety of employees, security of company and individual property, drugs and alcohol,

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

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

All Priority Charter Schools’ 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. Priority Charter Schools will respond severely to any unauthorized release of information concerning individual employees.

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

## **8.9 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 Priority Charter Schools' property.

### **8.10 Weapon & Firearms Possession**

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

### **8.11 Workplace Safety and OSHA Compliance**

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

Priority Charter 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 their immediate supervisor. 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 their immediate supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

### **8.12 Workplace Violence Prevention**

Priority Charter Schools is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, Priority Charter Schools 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.

Priority Charter Schools 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, Priority Charter Schools 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.

### **8.13 Video Surveillance**

Priority Charter Schools is charged with the responsibility of caring for students. Maintaining a safe and efficient school is critical to fulfilling this responsibility. Priority Charter Schools reserves the right to conduct surveillance in its facilities and offices when such surveillance is in the best interest of the school, its students, or its employees, such as for possible problems with student abuse, theft, drugs, alcohol or other serious misconduct. Therefore, employees are on notice that they should have no expectation of personal privacy while at work and all schools and school facilities are subject to surveillance, including parking lots. Surveillance may be by electronic means or direct human involvement. Surveillance methods may be visible or may be concealed. Periods of surveillance may or may not be announced at the option of Priority Charter Schools. No employee shall initiate surveillance of any kind without express approval of the Superintendent. Technical assistance with surveillance may be sought from local law enforcement agencies in conducting surveillance and surveillance results may be shared with local law enforcement agencies when possible criminal action is indicated.

## **PART 9: MISCELLANEOUS PROVISIONS**

### **9.1 Emergencies**

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

### **9.2 External Inquiries**

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

- Any charges of discrimination that may come from the EEOC, Texas Human Rights Commission, or other agencies;
- Any notice or indication of an audit by the DOL or notification from the TWC; and
- Any OSHA complaints or site visits by OSHA staff members.

No response should be given to external inquiries or notifications except how to contact the Superintendent. The Superintendent should be notified as soon as possible. No employee other than the Superintendent may be served with legal papers. Employees who become aware of the attempt to serve legal papers should advise the server of the appropriate agent of record for service of process and notify his or her supervisor and/or the Superintendent as soon as possible.

### **9.3 Family Educational Rights and Privacy Act**

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

### **9.4 HIPAA**

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

### **9.5 HIV-AIDS and Other Life-Threatening Illnesses**

Individuals infected with HIV and individuals with life-threatening illnesses have the same rights and opportunities as other individuals.

Employees are not required to reveal their HIV status to employers. All medical information that an HIV-infected employee provides to medical or management personnel is confidential and private. Priority Charter Schools may not reveal this information without the employee’s knowledge and written consent, except as provided by law. Those with access to PHI must maintain strict confidentiality and privacy, separating the PHI from employees’ personnel records. Individuals who fail to protect PHI commit a serious offense, which may be cause for litigation resulting in both civil and criminal penalties and may result in disciplinary action, up to and including termination of employment.

Employees who have concerns of a co-worker or student infected with HIV or a life-threatening illness should contact the Human Resources & Benefits Coordinator for appropriate information



and reference materials. Employees do not have the right to refuse to work with someone who has HIV or AIDS or any disability. An employee who refuses to work with co-workers or students who have a disability shall be subject to disciplinary or corrective action, up to and including termination of employment.

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

## **9.6 Key/Access Device Security**

Key and access device security is important because of the nature and value of property on campus. Each employee is responsible for keys issued and losses must be reported immediately. Keys or access devices may not be loaned or duplicated without approval from the campus principal or their immediate supervisor. Employees are required to take all reasonable precautions with the keys issued, and all keys must be accounted for at all times.

## **9.7 Personal Property**

Priority Charter Schools recognizes that employees may desire to display mementos pertaining to their families or bring other personal items to work. Priority Charter Schools takes no responsibility for the safekeeping of these items. However, should any such personal property be stolen, employees should report the incident to the campus principal or their immediate supervisor. The following guidelines should be observed:

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

## **9.8 School Closures**

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

## **9.9 School Property**

All employees are responsible for taking proper care of school-owned property, including vehicles, buildings, furnishings, equipment, tools and supplies. School-owned property must remain on the premises at all times unless approved in advance by the Principal or other appropriate administrator. Proper care and maintenance of school-owned vehicles is also required.

The following applies to the usage of any school-owned vehicle: (1) all doors must be locked when the vehicle is unattended, (2) no unauthorized passengers or merchandise are allowed to be transported, and (3) no unauthorized stops may be made.

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

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

- Result in any direct cost paid with state funds, or the charter holder is reimbursed by the employee within five (5) business days for any direct cost incurred; or
- Impede charter school functions as determined by the school administration.

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

## **9.10 Student Issues**

### ***Non-Discrimination Statement***

Priority Charter Schools does not discriminate on the basis of race, religion, color, national origin, sex, disability, academic, artistic, or athletic ability, sexual orientation, pregnancy, marital status or the district the child would otherwise attend under state law or in providing educational services, activities, and programs, including vocational and career technology programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

### ***Administration of Medication***

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

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

- In certain emergency situations, Priority Charter Schools may administer a nonprescription medication to a student, but only in accordance with the guidelines developed by the school's medical advisor and when the parent has previously provided written consent for emergency treatment.

### ***Psychotropic Drugs and Psychiatric Evaluations Or Examinations***

No employee may:

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

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

### ***Parent and Student Complaints***

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

### ***Student Conduct and Discipline***

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

### ***Student Welfare: Child Abuse and Neglect Reporting***

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

If a professional (*i.e.*, teachers, nurses, doctors, day-care employees, or other mandatory reporters) has cause to believe that a child has been or may be abused, maltreated or neglected, that person shall make a report within 48 hours after the person first suspects the abuse or neglect. The person may not delegate to or rely on another individual to make the report.

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 TEA (if the abuse or neglect occurred at school), another state agency near where the abuse occurred, or any agency designated by a court as responsible for the protection of children.

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

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

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

Any person who makes such a report, or assists in the investigation of a report of child abuse or neglect in good faith, is immune from any criminal or civil liability that might otherwise be incurred or imposed. Authorized officials from the above agencies shall be permitted to conduct the required interview with the child at the school with or without the consent of the parent or guardian. Priority Charter Schools will fully cooperate with all official investigations of abuse or neglect.

Priority Charter 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.

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

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

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

### ***Employee Training***

Priority Charter Schools shall provide training for all new and existing employees on awareness of issues regarding child abuse and reporting, sexual abuse prevention, sex trafficking, bullying and David's law, and other maltreatment of children, including prevention techniques for and recognition of child abuse, sex trafficking, and other maltreatment of children.

### ***Bullying***

Priority Charter 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.

Priority Charter Schools' 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 Priority Charter Schools' 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 indicate 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. Priority Charter Schools 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.). Priority Charter Schools 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 Attendance***

Teachers and staff should be familiar with Priority Charter Schools' policies and procedures for attendance accounting. Contact the Principal for additional information.

### ***Student Transportation***

Except in limited emergency situations, Priority Charter Schools' employees are not authorized to transport students in the employee's personal automobile.

### ***Student Welfare: Computer Technician Reports of Child Pornography***

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

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

## **9.11 Use of Personal Vehicles**

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

## **9.12 Visitors In The Workplace**

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

Priority Charter Schools may establish an electronic database for the purpose of storing information concerning school visitors. Such database may only be used for purposes of school security, and may not be sold or otherwise disseminated to a third party for any purpose. Priority Charter Schools 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 Priority Charter Schools.

## **PART 10: EMPLOYEE ACCEPTABLE USE POLICY**

### **Technology Resources**

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

Limited personal use is permitted if the use:

- Imposes no tangible cost to Priority Charter Schools;
- Does not unduly burden Priority Charter Schools' technology resources; and
- Has no adverse effect on job performance or on a student's academic performance.

Email transmissions and other use of Priority Charter Schools' technology resources are not confidential and can be monitored at any time to ensure appropriate use.

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

Employees who are authorized to use Priority Charter Schools' technology and information resources are required to abide by the provisions of Priority Charter Schools' acceptable use policy and administrative procedures. Failure to do so can result in suspension of access or termination of privileges, and may lead to disciplinary and legal action. Employees with questions about technology and information resources can contact the Executive Director of Operations.

### **Network Acceptable Use**

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

- Priority Charter Schools' electronic network has been established for a limited educational purpose and to allow the transaction of school-related business, and has not been

established as a public access service or a public forum. Priority Charter Schools has the right to place reasonable restrictions on material that is accessed or posted throughout the network.

- Access is a privilege – not a right.
- It is presumed that users will honor this policy. Priority Charter Schools is not responsible for the actions of users who violate this policy.
- Priority Charter Schools reserves the right to monitor all activity on its electronic network. Users will indemnify the school for damage caused by users' inappropriate use of the network.
- Users are expected to follow the same rules, good manners, and common-sense guidelines that are used with other daily school activities, as well as applicable law, in the use of Priority Charter Schools' electronic network.

### **General Unacceptable Behavior**

While utilizing any portion of Priority Charter Schools' electronic network, unacceptable behaviors include, but are not limited to:

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



- Using criminal speech or speech 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.
- Using Priority Charter Schools' equipment, network, or credentials to threaten other users, or cause a disruption to the educational program.
- Using Priority Charter Schools' equipment, network, or credentials to send or post electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal.
- Using Priority Charter Schools' electronic network for commercial purposes, or offering, providing, or purchasing products or services through the network.
- Using Priority Charter Schools' electronic network for political lobbying.
- Using speech that is inappropriate in an educational setting or that violates Priority Charter Schools' standards for employee conduct.

Employees who become aware of a user engaging in inappropriate use of Priority Charter Schools' electronic network or who receive any email containing inappropriate content should report the matter immediately to the Executive Director of Operations or designee.

### **No Expectation of Privacy**

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

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

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

No employee may access another employee's computer, computer files, or email messages without prior authorization from the Executive Director of Operations or designee to allow access to email accounts.

### **System Security**

On occasion, Priority Charter Schools may need to access its technology and information resources including computer files, electronic-mail messages, and voicemail messages. Employees should understand, therefore, that they have no right of privacy with respect to any messages or information created or maintained on Priority Charter Schools' electronic network, including personal information or messages. Priority Charter Schools may, at its discretion,

inspect all files or messages on its electronic network at any time in order to determine compliance with its policies, for purposes of legal proceedings, to investigate allegations of misconduct, to locate information, or for any other business purpose.

Users are responsible for their individual accounts and should take all reasonable precautions to prevent others from being able to use them. Users must not provide their password(s) to another person. Users must immediately notify a systems administrator if they have identified a possible security problem. Users should not go looking for security problems, as doing so may be construed as an illegal attempt to gain access.

Users will not attempt to gain unauthorized access to any portion of Priority Charter Schools' electronic network. This includes attempting to log in through another person's account or accessing another person's folders, work, or files.

Users will not make deliberate attempts to disrupt Priority Charter Schools' electronic network or computer system, or destroy data by spreading computer viruses or by any other means.

Users will not attempt to access Web sites blocked by Priority Charter Schools' policy, including the use of proxy services, software, or Web sites. Users will not use "sniffing" or remote access technology to monitor the network or other user's activity.

### **Software and Files**

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

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

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

### **Technology Hardware**

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

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

### **Vandalism**

Any malicious attempt to harm or destroy data, the network, other network components connected to the network, hardware, or software will result in cancellation of network privileges. Disciplinary

measures in compliance with Priority Charter Schools' policy will be enforced.

### **Personal Use of Electronic Media**

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

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

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

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

### **Use of Electronic Media and Electronic Communications with Students**

Employees given approval by Priority Charter Schools may communicate through electronic media with students who are currently enrolled in the school **for educational purposes only**. All other employees are prohibited from communicating with students who are enrolled in Priority Charter Schools through electronic media.

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

child, or a member or participant in the same civic, social, recreational, or religious organization.

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

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

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

- Employees should avoid sending text messages to students. Exceptions may apply for a teacher or other employee who has an extracurricular duty, and then only to communicate with students who participate in the extracurricular activity over which the employee has responsibility. An employee who communicates with a student using text messaging should attempt to include at least one of the student's parents or guardians as a recipient on each text message to the student so that the student and parent receive the same message. Additionally, for each text message addressed to one or more students, the employee must send a copy of the text message to the employee's Priority Charter Schools' email address.
- Employees shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests; for an employee with extracurricular duties, matters relating to the extracurricular activity).
- Employees are prohibited from knowingly communicating with students through personal social network pages.
- Employees shall not communicate directly with any student between the hours of 10:00pm and 6:00am, except when necessary to notify students about urgent scheduling or transportation issues. Employees may, however, make public posts to a social network site, blog, or similar application at any time.
- Employees do not have an absolute right to privacy with respect to communications with students and parents.
- Employees continue to be subject to applicable state and federal laws, local policies, administrative regulations, and the Professional Code of Ethics and Standard Practices for Professional Educators including:
  - Compliance with FERPA, including retention and confidentiality of student records;
  - Copyright law; and
  - Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student.
- Upon request from Priority Charter Schools' administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of

electronic media the employee uses to communicate with any one or more current-enrolled student.

- Upon written request from a parent or student, an employee shall discontinue communicating with a student through email, text messaging, instant messaging, or any other form of one-to-one electronic communication.
- **Employees shall refrain from inappropriate communications with students. Factors that may be considered in assessing whether the communication is inappropriate include, but are not limited to:**
  - The nature, purpose, timing, and amount of the communication;
  - The subject matter of the communication;
  - Whether the communication was made openly or the employee attempted to conceal the communication;
  - Whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;
  - Whether the communication was sexually explicit; and
  - Whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, preferences, or fantasies of either the employee or the student.

### **Consequences**

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

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

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

## Appendix – COVID-19 Policies

### Leave Policy for COVID-19

#### Emergency Paid Sick Leave and Emergency Family and Medical Leave Expansion Act

**Objective:** Priority Charter Schools intends to comply with the requirements of the Families First Coronavirus Response Act (“FFCRA”), which provides opportunities for paid leave for those affected by the COVID-19 pandemic through the Emergency Paid Sick Leave (“EPSL”) and Emergency Family and Medical Leave Expansion Act (“Expanded FMLA”).

This paid leave offering is available to eligible employees from April 1, 2020 through September 30, 2021.

#### I. EMERGENCY PAID SICK LEAVE

##### A. Eligibility

EPSL leave is available to all current full- and part-time employees scheduled, but unable to work (or telework) due to a need for leave because the employee:

1. Is subject to a federal, state or local quarantine or isolation order related to COVID-19;
2. Has been advised by a health care provider to self-quarantine due to concerns related to COVID-19;
3. Is experiencing symptoms of COVID-19 and seeking a medical diagnosis;
4. Is caring for an individual subject to an order described in item I(A)(1) or self-quarantine as described in item I(A)(2);
5. Is caring for a child whose school or place of care is closed (or child care provider is unavailable for reasons related to COVID-19; or
6. Is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

##### B. Definitions

“Child” means an employee’s son or daughter; specifically, a biological, adopted, or foster child; a stepchild; a legal ward; or a child for whom an employee is standing *in loco parentis* (an employee with day-to-day responsibilities to care for or financially support a child); and when the child is (i) under 18 years of age or (ii) 18 years of age or older and incapable of self-care because of a mental or physical disability.

“Individual” means an immediate family member or someone who regularly resides in your home. It may also include someone if an employee’s relationship creates an expectation that the employee would care for the person in a quarantine or self-quarantine situation, and that individual depends on the employee for care during the quarantine or self-quarantine.

##### C. Amount of Paid Sick Leave

All eligible full-time employees have the following EPSL entitlements:

- *Two weeks (up to 80 hours) of **paid sick leave** at the employee's regular rate of pay* where the employee is unable to work because the employee is quarantined (pursuant to Federal, State, or local government order or advice of a health care provider), and/or experiencing COVID-19 symptoms and seeking a medical diagnosis; or
- *Two weeks (up to 80 hours) of **paid sick leave** at two-thirds the employee's regular rate of pay* because the employee is unable to work because of a bona fide need to care for an individual subject to quarantine (pursuant to Federal, State, or local government order or advice of a health care provider), or care for a child (under 18 years of age) whose school or child care provider is closed or unavailable for reasons related to COVID-19, and/or the employee is experiencing a substantially similar condition as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of the Treasury and Labor.

Leave entitlements for eligible part-time employees will be calculated using his or her average number of work hours in a two-week period. Therefore, leave for part-time employees will be based on the number of hours the employee is normally scheduled to work.

#### **D. Increments and Intermittent Use of Leave**

Intermittent EPSL leave is not automatically approved. Instead, employees may take intermittent leave in any increment, provided that the employee and Priority Charter Schools agree to the arrangement.

In situations where an employee's presence at work could potentially expose others in the workplace to the virus, employees must either use the full amount of EPSL leave or use it in full-day increments until the reason for leave is over and it is safe for the employee to return to work and in accordance with federal and state guidelines to returning to the workplace.

#### **E. Rate of Pay**

EPSL leave will be paid according to the following guidelines:

- Leave taken for reasons I(A)(1)-(3) above will be compensated at the employee's regular pay rate or the applicable minimum wage, whichever is higher, up to \$511 per day and \$4,110 in the aggregate (over a two-week period).
- Leave taken for reasons I(A)(4)-(6) above will be paid at 2/3 the employee's regular pay rate or 2/3 the applicable minimum wage, whichever is higher, up to \$200 per day and \$2,000 in the aggregate (over a two-week period).

#### **F. Interaction with Other Paid Leave**

Employees may use EPSL leave under this policy before using any other accrued paid time off for the qualifying reasons stated above.

Employees taking EFMLA leave under this policy may use EPSL leave concurrently with

that leave.

An employee may agree to use accrued sick leave under Priority Charter Schools' general employee leave policy to supplement the amount he or she receives from an EPSL leave period, up to the employee's normal earnings.

### **G. Requesting Emergency Paid Sick Leave**

Employees must notify Priority Charter Schools of the need and specific reason for leave under this policy. Verbal notification will be accepted until practicable to provide written notice. Employees will be provided a form to request leave in writing.

Documentation supporting the need for leave must be included with the leave request form, such as:

- A copy of the federal, state or local quarantine or isolation order related to COVID-19 applicable to the employee or the name of the government entity that issued the order.
- Written documentation by a health care provider advising the employee to self-quarantine due to concerns related to COVID-19 or the name of the provider who advised the employee.
- The name and relation of the individual the employee is taking leave to care for who is subject to a quarantine or isolation order or is advised to self-quarantine.
- The name and age of the child or children being cared for; the name of the school, place of care, or child care provider that closed or became unavailable; and a statement that no other suitable person is available to care for the child during the period of requested leave.

With respect to an employee's inability to work or telework because of a need to provide care for a child older than 14 during daylight hours, an employee may also be required to provide a statement that special circumstances exist requiring the employee to provide care.

Once EPSL leave has begun, the employee and his or her manager must determine reasonable procedures for the employee to report periodically on the employee's status and intent to continue to receive paid sick time.

### **H. Carryover**

Paid emergency sick leave under this policy will not be provided beyond September 30, 2021 absent an extension of the FFCRA by Congress.

Any unused EPSL leave will not carry over to the next year or be paid out to employees.

### **I. Job Protections**

No employee who appropriately utilizes emergency paid sick leave under this policy will be discharged, disciplined or discriminated against for work time missed due to this leave.

## **II. EXPANDED FMLA LEAVE**

### **A. Employee Eligibility**



All current employees who have been employed with Priority Charter Schools for at least 30 calendar days are eligible for EFMLA leave.

Employees furloughed, laid off or otherwise terminated on or after April 1, 2021 who are rehired by Priority Charter Schools on or before September 30, 2021 are eligible for leave upon reinstatement if they had previously been employed with the practice for 30 or more of the 60 calendar days prior to their layoff or termination.

## **B. Reason for Leave**

EFMLA leave is available for eligible employees who are unable to work (or telework) due to a need to care for their child when a school or place of care has been closed, or when the regular child care provider is unavailable, due to COVID-19 reasons.

## **C. Definitions**

“Child” means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis*, who is:

- Under 18 years of age; or
- 18 years of age or older and incapable of self-care because of a mental or physical disability.

“Child care provider” means someone who cares for an employee’s child, including anyone paid to provide child care such as day care facilities, nannies, au pairs, and babysitters. It also includes individuals who provide child care at no cost and without a license on a regular basis, for example, grandparents, aunts, uncles, or neighbors.

## **D. Duration of Leave**

Eligible employees may take up to 12 work weeks of EFMLA leave through September 30, 2021. This amount is included in and not in addition to each employee’s total FMLA entitlement during Priority Charter Schools ‘designated FMLA leave year.

For example, if an employee has taken some, but not all, 12 workweeks of leave under the FMLA during the current 12-month leave-year period used by Priority Charter Schools, the employee may take the remaining portion of leave available for EFMLA purposes. If an employee has exhausted his or her 12 workweeks of FMLA leave, he or she may not take additional expanded family and medical leave.

## **E. Increments & Intermittent Use of Leave**

Intermittent EFMLA leave is not automatically approved. Instead, employees may take intermittent leave in any increment, provided that the employee and Priority Charter Schools agree to the arrangement.

## **F. Pay During EFMLA Leave**

EFMLA leave will be unpaid during the first two workweeks (the first 10 days of leave).

However, an employee may also take EPSL leave for qualifying reasons, or may substitute any accrued vacation time, personal leave, or medical or sick leave available under Priority Charter Schools' policy.

For the following 10 workweeks after the initial two workweeks of EFMLA leave, employees will be paid at an amount no less than 2/3 of the employee's regular rate of pay for the hours they would normally be scheduled to work.

If an employee takes paid EPSL leave during the first two workweeks of an EFMLA period, the employee will not receive more than \$200 per day or \$12,000 for the twelve weeks that include both EPSL and EFMLA leave when on leave to care for a child whose school or place of care is closed, or child care provider is unavailable, due to COVID-19 related reasons.

If an employee takes Priority Charter Schools-provided accrued leave during the first two workweeks of EFMLA leave, the employee is entitled to the full amount for such accrued leave, even if that is greater than \$200 per day.

Following the initial two workweeks of EFMLA leave, an employee may elect, or be required by Priority Charter Schools, to take the remaining 10 workweeks at the same time as any existing paid leave that, under Priority Charter Schools' policy, would be available.

### **G. Requesting EFMLA Leave**

All employees requesting EFMLA leave must provide written notice of the need for leave to Priority Charter Schools as soon as practicable. Verbal notice will otherwise be accepted until written notice can be provided.

Notice of the need for EFMLA leave must include:

- The name of the child being cared for;
- The name of the school, place of care, or child care provider that has closed or become unavailable; and
- A statement from the employee that no other suitable person is available to care for the child.

With respect to an employee's inability to work or telework because of a need to provide care for a child older than 14 during daylight hours, an employee may also be required to provide a statement that special circumstances exist requiring the employee to provide care.

## **III. OTHER CONSIDERATIONS**

### **A. Benefit Continuation**

Employees are entitled to continued group health coverage during periods of EFMLA leave on the same terms as if they continued to work. If an employee is enrolled in family coverage, Priority Charter Schools must maintain coverage during any period of EFMLA leave. However, employees generally must continue to make any normal employee-sided contributions to the cost of health coverage.

If an employee does not return to work at the end of an EFMLA leave period, he or she may be able to continue coverage under the Consolidated Omnibus Budget Reconciliation Act (“COBRA”). Information concerning potential COBRA coverage will be provided shortly after separation from employment.

If an employee elects to take paid sick leave, Priority Charter Schools must continue health coverage.

## **B. Employee Status After FFCRA Leave**

Priority Charter Schools is required to provide the same (or a nearly equivalent) job to an employee who returns to work following EPSL or EFMLA leave, subject to restrictions on reinstatement allowed under Department of Labor regulations.

Priority Charter Schools is prohibited from firing, disciplining, or otherwise discriminating against employees who take EPSL or EFMLA leave, or who file a complaint or participate in a proceeding related to the FFCRA.

However, employees are not protected from employment actions, such as termination, that would have affected them regardless of whether leave was taken. This means that Priority Charter Schools can separate from employment for legitimate business reasons.

Priority Charter Schools may also refuse to return certain “key” employees, as defined under the FMLA, to their same position if the “key” employee takes leave to care for a child whose school or place of care was closed, or whose child care provider was unavailable, as allowed by Department of Labor regulations.

## **REMOTE WORK**

Certain employees may be eligible for remote work only during a widespread crisis or declared disaster, government-ordered shutdown or other emergency situation as declared by federal, state and/or local authorities. Remote work may be implemented, as determined by the Superintendent or designee, districtwide or for a specific campus/department in the event of a necessary school closure due to the crisis, disaster or emergency situation. Remote work under this regulation will end upon the School's ability to resume normal operations and/or the end of the crisis, disaster, or emergency.

If remote work is not implemented districtwide or on a specific campus/department, an individual employee may request the opportunity to engage in remote work. Eligibility for remote work is contingent upon the following conditions:

- The employee provides valid documentation from a current treating physician indicating that he or she is unable to return to work due to a confirmed pre-existing health condition or disability that directly causes a higher than normal risk of becoming seriously ill if he/she returns to the assigned work setting as a result of the circumstances created by the crisis, disaster, or emergency situation;
- The employee can maintain a standard workload and perform all of the essential functions of his or her job while on remote work;
- The request for remote work will not place an undue burden on the department or instructional program, including but not limited to changing the nature of or impeding the regular operation of the campus, department or program;
- The job performance while assigned to remote work is measurable and can be properly evaluated;
- Access to resources including equipment, documents or data necessary for the operation of the campus, department or program will not be impeded if the employee is allowed to work remotely;
- The employee can do what is necessary to protect the School's data and confidential information while on remote work;
- The employee is continuously accessible during business hours, and actively participates in meetings, conferences, and other events or activities directed by the supervisor.

If an employee is unable to work remotely because of illness or other reason, the employee must use any and all other available leave, to include his or her sick leave where applicable, to document the time off. The absence must be reported to the immediate supervisor in accordance with board policy.

The employee, immediate supervisor, and/or the School may terminate the employee's continued ability to work remotely at any time by notifying the HR & Benefits Coordinator

**ASSUMPTION OF RISK, WAIVER, AND RELEASE OF LIABILITY  
AGREEMENT RELATING TO COVID-19**

This Assumption of Risk, Waiver, and Release of Liability Agreement Related to COVID-19 (the "Agreement") is entered into by and between Priority Charter Schools, a Texas non-profit corporation and the employee named below. Having read this Agreement, the undersigned employee acknowledges and agrees that:

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge concerning COVID-19 is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects. Individuals reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

**Priority Charter Schools has put in place preventative measures to reduce the spread of COVID-19; however, Priority Charter Schools cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 at Priority Charter Schools. It is not possible to prevent against the presence of the disease.**

\_\_\_\_\_ (Initials)

**Assumption of Risk:** I have read and understood the above warning concerning COVID-19. I acknowledge the contagious nature of COVID-19 and understand that I may be exposed to or infected by COVID-19 on premises at Priority Charter Schools, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Priority Charter Schools may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Priority Charter Schools' employees, volunteers, and program participants and their families. I accept the risk of being exposed to, infected by, or contracting COVID-19 at Priority Charter Schools.

\_\_\_\_\_ (Initials)

**Waiver of Lawsuit/Liability:** I hereby for myself, my spouse, my child, and behalf of my/our heirs, personal representatives, and assigns forever release, discharge, hold harmless, and waive my right to bring suit against Priority Charter Schools and its officers, directors, employees, and volunteers, in connection with exposure, infection, and/or spread of COVID-19. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence against Priority Charter Schools in connection with the exposure, infection, and/or spread of COVID-19 and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen and any consequences thereof, including expenses, costs, and attorney's fees.

\_\_\_\_\_ (Initials)

**I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THE FOREGOING ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AGREEMENT, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:**

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Employee Name (Printed): \_\_\_\_\_

## Appendix – Forms

*Remainder of Page Left Intentionally Blank*

### **Authorization for Criminal History Background Check**

Texas Education Code section 22.083 authorizes an open-enrollment charter school to obtain the criminal history record of every applicant for employment or volunteer services with the school. Therefore, as part of your application process, please read and sign this form in the space provided below. Your signature is necessary for completion of the application process.

I, \_\_\_\_\_, hereby authorize Priority Charter Schools to investigate my background and qualifications for purposes of evaluating whether I am qualified for the position for which I am applying. I understand that Priority Charter Schools will utilize an outside firm or firms to assist it in checking such information, and I specifically authorize such an investigation by information services and outside entities of its choice. I also understand that I may withhold my permission and that in such a case, no investigation will be done, and my application for employment will not be processed further.

I understand that Priority Charter Schools is authorized to use any source including, but not limited to, consumer reporting agencies, private investigators, and law enforcement agencies. Furthermore, I authorize any of these agencies to release information to me or to Priority Charter Schools or its agent(s).

I also hereby acknowledge that I have received a notice that a report may be obtained for employment purposes if applicable. I understand that the information I am providing about age, sex, and ethnicity will not be used to determine my eligibility for employment or volunteer services, but will be used solely for the purpose of obtaining consumer information, including criminal history information. I further understand that information from my consumer report will not be used in violation of applicable Federal or State equal employment opportunity laws.

\_\_\_\_\_  
Signature of Applicant/Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant/Employee's Printed Name

*Complete Criminal History Background Check Form on Next Page*

**~~2020-2021~~2022-2023 Criminal History Background Check Form**

Last Name:	
Maiden and/or Other Name:	
First Name:	
Middle Name:	
Driver's License Number:	
State Issuing Driver's License:	
Date of Birth (example 01/23/45):	
Social Security Number:	
Sex:	
Race:	
Current Street Address:	
City:	
State:	
Zip:	

**List Where You Have Lived or Worked in the Last Five Years**

City/Town	County	State	From	To



**Authorization for Prior Employer to Release Information**

(Please read the following statements, sign below and return to Human Resources)

I, \_\_\_\_\_, hereby authorize my prior employer, \_\_\_\_\_, to release any and all information relating to my employment with them to Priority Charter Schools. I further release and hold harmless both Priority Charter Schools and my prior employer, \_\_\_\_\_ from any and all liability that may potentially result from the release and/or use of such information. I understand that any information released by my prior employer will be held in strictest confidence, that it will be viewed only by those involved in the hiring decision, and that neither I nor anyone else not so involved will have the right to see the information.

\_\_\_\_\_  
Signature of Applicant/Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant/Employee's Printed Name

## **Drug and/or Alcohol Testing Consent Form and Policy Acknowledgment Form**

I hereby agree, upon a request made under the drug/alcohol testing policy of Priority Charter Schools, to submit to a drug or alcohol test and to furnish a sample of my urine, breath, and/or blood for analysis. I understand and agree that if I at any time refuse to submit to a drug or alcohol test under any Priority Charter Schools' policy, or if I otherwise fail to cooperate with the testing procedures, I will be subject to immediate termination. I further authorize and give full permission to have Priority Charter Schools and/or its physician send the specimen or specimens so collected to a laboratory for a screening test for the presence of any prohibited substances under the policy, and for the laboratory or other testing facility to release any and all documentation relating to such test to Priority Charter Schools and/or to any governmental entity involved in a legal proceeding or investigation connected with the test. Finally, I authorize Priority Charter Schools to disclose any documentation relating to such test to any governmental entity involved in a legal proceeding or investigation connected with the test.

I understand that only duly-authorized Priority Charter Schools' officers, employees, and agents will have access to information furnished or obtained in connection with the test; that they will maintain and protect the confidentiality of such information to the greatest extent possible; and that they will share such information only to the extent necessary to make employment decisions and to respond to inquiries or notices from government entities.

I will hold harmless Priority Charter Schools, its physician, and any testing laboratory that it might use, meaning that I will not sue or hold responsible such parties for any alleged harm to me that might result from such testing, including loss of employment or any other kind of adverse job action that might arise as a result of the drug or alcohol test, even if a Priority Charter Schools or laboratory representative makes an error in the administration or analysis of the test or the reporting of the results. I will further hold harmless Priority Charter Schools, its company physician, and any testing laboratory that it might use for any alleged harm to me that might result from the release or use of information or documentation relating to the drug or alcohol test, as long as the release or use of the information is within the scope of this policy and the procedures as explained in the paragraph above.

I have had an opportunity to read the Drug-Free Workplace Policy included in the Employee Handbook, and I understand that I may ask my supervisor or Human Resource Department any questions I might have concerning the policy. I accept the terms of the Drug-Free Workplace Policy. I also understand that it is my responsibility to comply with the Drug-Free Workplace Policy, and any revisions made to it. I further agree that if I remain with Priority Charter Schools following any modifications to the Drug-Free Workplace Policy, I thereby accept and agree to such changes.

The Drug-Free Workplace Policy and this consent have been explained to me in a language I understand, and I have been told that if I have any questions about the drug/alcohol test or the Drug-Free Workplace Policy, they will be answered.

I UNDERSTAND THAT PRIORITY CHARTER SCHOOLS WILL REQUIRE A DRUG SCREEN TEST UNDER THIS POLICY WHENEVER I AM INVOLVED IN AN ON-THE-JOB ACCIDENT OR INJURY UNDER CIRCUMSTANCES THAT SUGGEST POSSIBLE INVOLVEMENT OR INFLUENCE OF DRUGS OR ALCOHOL.

\_\_\_\_\_  
Signature of Applicant/Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant/Employee's Printed Name

## Searches

Priority Charter Schools reserves the right to conduct searches to monitor compliance with rules concerning safety of employees, security of company and individual property, drugs and alcohol, and possession of other prohibited items. "Prohibited items" include illegal drugs, alcoholic beverages, prescription drugs or medications not used or possessed in compliance with a current valid prescription, weapons, any items of an obscene, harassing, demeaning, or violent nature, and any property in the possession or control of an employee who does not have authorization from the owner of such property to possess or control the property. "Control" means knowing where a particular item is, having placed an item where it is currently located, or having any influence over its continued placement. In addition to Priority Charter Schools' premises, Priority Charter Schools may search employees, their work areas, lockers, and personal vehicles if driven or parked on company property, and other personal items such as bags, purses, briefcases, backpacks, lunch boxes, and other containers. In requesting a search, Priority Charter Schools 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 Priority Charter Schools' workplace, either on school premises, or while on duty. In general, employees should assume that what they do while on duty or on school premises is not private. All employees and all of the areas listed above are subject to search at any time; if an employee uses a locker or other storage area at work, including a locking desk drawer or locking cabinet, Priority Charter Schools 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 Priority Charter Schools 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/she would not be prepared to show and possibly turn over to Priority Charter Schools' officials and/or law enforcement authorities.

All employees of Priority Charter Schools 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. Priority Charter Schools 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 Priority Charter Schools will face disciplinary action, up to and possibly including immediate termination.

In accordance with Priority Charter Schools' policy regarding searches, I understand that all desks, storage areas, lockers, and all vehicles owned, financed, or leased by Priority Charter Schools, or used by it to transport employees, goods, and/or products are subject to search at any time without my knowledge, presence, or permission. With the exception of my personal vehicle, I understand I am prohibited from locking or otherwise securing any such desk, storage area, locker, or vehicle with any lock or locking device not supplied or approved by Priority Charter Schools. If I use my own lock on any such item, I agree to give my supervisor a copy of the key or combination to the lock so that Priority Charter Schools may open the lock at any time that it may deem such action necessary. In the event that a search of my personal vehicle becomes necessary, I agree to allow personnel designated by Priority Charter Schools to conduct such a search at any time Priority Charter Schools may direct during my duty shift.

I further understand that in order to promote the safety of employees and visitors of Priority Charter Schools, as well as the security of the facilities and residents of the facilities where Priority Charter Schools is located, Priority Charter Schools may conduct video surveillance of any portion of its premises and operations at any time, the only exception being private areas of restrooms, showers, and dressing rooms, and that video cameras will be positioned in appropriate places within and around the facilities and used in order to help promote the safety and security of people and property. I hereby give my consent to such video surveillance at any time Priority Charter Schools may choose.

I hereby release Priority Charter Schools from all liability, including liability for negligence, associated with the enforcement of these policies and/or any searches or surveillance undertaken pursuant to these policies.

\_\_\_\_\_  
Signature of Applicant/Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant/Employee's Printed Name

\_\_\_\_\_  
Priority Charter Schools' Representative

\_\_\_\_\_  
Date

## **Wage Deduction Authorization Agreement**

I understand and agree that my employer, Priority Charter Schools, may deduct money from my pay from time to time for reasons that fall into the following categories:

1. My share of the premiums for Priority Charter Schools' group medical/dental plan;
2. Any contributions I may make into a retirement or pension plan sponsored, controlled, or managed by Priority Charter Schools;
3. Installment payments on loans or wage advances given to me by Priority Charter Schools, and if there is a balance remaining when I leave Priority Charter Schools, the balance of such loans or advances;
4. Installment payments on loans based upon store credit that I use for my own personal purchases, including the value of merchandise or services that I purchase or have purchased for personal, non-business reasons using my employee charge account or credit card, an account or credit card assigned to another employee, or a general company account or credit card, regardless of whether such purchase was authorized, and if there is a balance remaining when I leave Priority Charter Schools, the balance of such store credit or charges;
5. If I receive an overpayment of wages for any reason, repayment to Priority Charter Schools of such overpayments (the deduction for such a repayment will equal the entire amount of the overpayment, unless Priority Charter Schools and I agree in writing to a series of smaller deductions in specified amounts);
6. The cost of personal long-distance calls I may make on Priority Charter Schools-owned phones or on its accounts, of personal faxes sent by me using Priority Charter Schools-owned equipment or its accounts, or of non-work related access to the Internet or other computer networks by me using Priority Charter Schools-owned equipment or its accounts;
7. The cost of repairing or replacing any of Priority Charter Schools' supplies, materials, equipment, money, or other property that I may damage (other than normal wear and tear), lose, fail to return, or take without appropriate authorization from Priority Charter Schools during my employment (except in the case of misappropriation of money by me, I understand that no such deduction will take my pay below minimum wage, or if I am a salaried exempt employee, reduce my salary below the federal FLSA minimum salary-basis amount);
8. The cost of any uniforms required in my employment with Priority Charter Schools, and of cleaning such uniforms;
9. The reasonable cost or fair value, whichever is less, of meals, lodging, and other facilities furnished to me by Priority Charter Schools in connection with my employment;
10. Administrative fees in connection with court-ordered garnishments or legally-required wage attachments of my pay, limited in extent to the amount or amounts allowed under applicable laws;
11. If I take paid vacation or sick leave in advance of the date I would normally be entitled to it and I separate from Priority Charter Schools before accruing time to cover such advance leave, the value of such leave taken in advance that is not so covered;

12. The value of any time off for absences to which paid leave is not applied (non-exempt salaried employees will have all such unpaid leave deducted from their salary, while exempt salaried 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, unless partial-day deductions are specifically allowed under federal law); and
13. If Priority Charter Schools pays any insurance premiums or retirement system contributions (“payments”) on my behalf that I would normally make under any applicable benefit plan offered by Priority Charter Schools during my employment, the amount of such payments made by Priority Charter Schools, such payments being an advance of future wages payable to me.

I agree that Priority Charter Schools may deduct money from my pay under the above circumstances, or if any of the above situations occur. I further understand that Priority Charter Schools has stated its intention to abide by all applicable federal and Texas wage and hour laws, and that if I believe that any such law has not been followed, I have the right to file a wage claim with appropriate Texas and federal agencies.

\_\_\_\_\_  
Signature of Applicant/Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant/Employee’s Printed Name

\_\_\_\_\_  
Priority Charter Schools’ Representative

\_\_\_\_\_  
Date

**Wage Overpayment/Underpayment Policy**

Priority Charter Schools takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck, and that employees are paid promptly on the scheduled paydays.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Human Resources & Benefits Coordinator so that corrections can be made as quickly as possible. If the employee has been underpaid, Priority Charter Schools will pay the employee the difference as soon as possible. If the employee has been paid in excess of what he/she has earned, the employee will need to return the overpayment to Priority Charter Schools as soon as possible. No employee is entitled to retain any pay in excess of the amount he/she has earned according to the agreed-upon rate of pay. If a wage overpayment occurs, the overpayment will be regarded as an advance of future wages payable and will be deducted in whole or in part from the next available paycheck(s) until the overpaid amount has been fully repaid. Each employee will be expected to sign a wage deduction authorization agreement authorizing such a deduction.

I understand this policy and agree to its terms.

\_\_\_\_\_  
Signature of Applicant/Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant/Employee's Printed Name

**Texas Government Code § 552.024:**  
**Public Access Form**

The Public Information Act allows employees, public official, and former employees and officials to elect whether to keep certain information about themselves confidential. Unless you choose to keep it confidential, the following information about you may be subject to public release if requested under the Texas Public Information Act. Therefore, please indicate whether you may wish allow public release of the following information:

<b>Do you give permission for Public Access to:</b> (Please indicate by placing an "X" in appropriate box)	NO	YES
Home Address		
Home Telephone Number		
Cellular Phone Number		
Social Security Number		
Personal E-mail		
Emergency Contact Information		
Information that reveals whether you have family members		

Other information maintained by Priority Charter School regarding employees (including but not limited to employee names and work locations) is subject to public disclosure regardless of the election made below.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Name – Printed



### Absent from Duty Form

**Employee Name:** \_\_\_\_\_ **Employee number** \_\_\_\_\_

<b>Check Campus:</b>	<b>Check Type of Leave:</b>	<b>Amount of Time Absent</b>
<input type="checkbox"/> Cedar Park <input type="checkbox"/> Copperas Cove <input type="checkbox"/> Georgetown <input type="checkbox"/> Temple <input type="checkbox"/> Admin	<input type="checkbox"/> Sick Leave <input type="checkbox"/> Personal Leave <input type="checkbox"/> School Business <input type="checkbox"/> Jury Duty <input type="checkbox"/> Military <input type="checkbox"/> Bereavement <input type="checkbox"/> School Business <input type="checkbox"/> Workers Comp <input type="checkbox"/> Leave without Pay <input type="checkbox"/> Other _____	<input type="checkbox"/> ¼ Day ( 2 hours) <input type="checkbox"/> ½ Day ( 4 hours) Exempt <input type="checkbox"/> ¾ Day ( 6 hours) <input type="checkbox"/> 1 Day ( 8 hours) Exempt  If multiple days, please indicate the appropriate number of days <input type="checkbox"/> _____
<b>Date (s) of Absence</b> _____ _____ _____ _____ _____ _____ _____	<b>Reason for Absence</b> <input type="checkbox"/> Illness or Medical Appointment <input type="checkbox"/> Injury Is the injury work-related? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Death of family member – (Please circle one) Immediate   Extended <input type="checkbox"/> Personal Business <input type="checkbox"/> Family and medical leave (care for a newborn Child, placement of a child, qualifying exigency, Etc.) <input type="checkbox"/> Jury Duty or subpoena <input type="checkbox"/> School Business, Specify Workshop Attended _____ <input type="checkbox"/> Military Duty	

**Employee Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Supervisor Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

<b>For Office Use</b>
<b>Has Leave been Approved</b>  <input type="checkbox"/> <b>Approved</b>  <input type="checkbox"/> <b>Not Approved. If the leave is not approved, the pay will be docked.</b>

**SOCIAL MEDIA POLICY ACKNOWLEDGEMENT**

I have had an opportunity to read the Social Media Policy included in the Priority Charter Schools Employee Handbook, and I understand that I may ask my supervisor or Human Resource Department any questions that I might have concerning the policy. I accept the terms of the Social Media Policy. I also understand that it is my responsibility to comply with the Social Media Policy, and revisions made to it. I further agree that if I remain with Priority Charter Schools following any modifications to the policy, I thereby accept and agree to such changes.

This policy and authorization have been explained to me in a language I understand, and I have been told that if I have any questions about the policy, they will be answered.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Name – Printed

**ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK**

Name: \_\_\_\_\_

Campus/Department: \_\_\_\_\_

The purpose of this Employee Handbook is to provide information that will help with questions and pave the way for a successful year at Priority Charter Schools. Not all school or Board policies and procedures are included, and the information, policies, and benefits described in the Employee Handbook are subject to change at any time. Such changes will generally be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. I understand that I may request a copy of the Employee Handbook by email from my Principal or Human Resources & Benefits Coordinator and that a paper copy of the Employee Handbook is located in the main office. I also know that the Employee Handbook may be found at [www.prioritycharterschools.org](http://www.prioritycharterschools.org)> Departments> District Departments> Human Resources> Employee Handbook.

Furthermore, I understand that the Employee Handbook is neither a contract of employment nor a legally binding agreement. I accept the terms of the Handbook, and understand that it is my responsibility to comply with the policies contained in the Employee Handbook and any revisions made to it. I further agree that if I remain with Priority Charter Schools following any modifications to the Employee Handbook, I thereby accept and agree to such changes. Finally, in the event of any inconsistency between the information, policies, and benefits described in the Employee Handbook and in my Employment Agreement, the information, policies, and benefits described in the Employment Agreement will control.

I acknowledge that by signing below, I am responsible for reading the Employee Handbook.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

NOTE: You must sign and date this form within three days of receipt, and return to the Human Resources & Benefits Coordinator.

**Sec. 1. FAIR LABOR STANDARDS ACT**

**a) *Classification of Positions***

The Superintendent or designee shall determine the classification of positions or employees as “exempt” or “nonexempt” for purposes of payment of overtime in compliance with the Fair Labor Standards Act (FLSA).

**b) *Exempt***

Priority Charter Schools shall pay employees who are exempt from the overtime pay requirements of the FLSA on a salary basis. The salaries of these employees are intended to cover all hours worked, and Priority Charter Schools shall not make deductions that are prohibited under the FLSA or state law.

Exempt employees ~~(excluding teachers)~~ are paid on a salaried basis, and their salary will be docked a half or full day depending upon the hours missed. ~~is not reduced for absences of less than one full day.~~

An employee who believes deductions have been made from his or her salary in violation of this policy should bring the matter to Priority Charter Schools’ attention, through the Priority Charter Schools complaint process. If improper deductions are confirmed, Priority Charter Schools will reimburse the employee and take steps to ensure future compliance with the FLSA.

The Superintendent or designee may assign noncontractual supplemental duties to personnel exempt under the FLSA, as needed. The employee may be compensated for these assignments according to Priority Charter Schools’ compensation plans.

**c) *Nonexempt***

Nonexempt employees may be compensated on an hourly basis or on a salary basis. Employees who are paid on an hourly basis shall be compensated for all hours worked. Employees who are paid on a salary basis are paid for a 40-hour workweek and do not earn additional pay unless the employee works more than 40 hours.

A nonexempt employee shall have the approval of his or her supervisor before working overtime. An employee who works overtime without prior approval is subject to discipline, up to and including termination, but shall be compensated in accordance with the FLSA.

**d) *Minimum Wage and Overtime***

Unless an exemption applies, Priority Charter Schools shall pay each of its employees not less than minimum wage for all hours worked and for exempt employees, in accordance with the minimum salary basis requirements (except for instructional employees as defined in the FLSA).

Unless an exemption applies, Priority Charter Schools shall pay a non-exempt employee not less than one and one-half times the employee's regular rate of pay for all actual hours worked in excess of forty in any workweek.

**e) *Workweek Defined***

For purposes of FLSA compliance, the workweek for school employees shall be Sunday, 12:00 A.M.-Saturday, 11:59 P.M.

**Sec. 2. WAGE AND HOUR RECORDS**

Priority Charter Schools shall maintain and preserve payroll or other records for nonexempt employees containing the information required by the regulations under the FLSA. Records shall also be kept in accordance with applicable State record retention schedules.

**Sec. 3. COMPLIANCE WITH FEDERAL AND STATE WAGE AND HOUR LAWS**

Priority Charter Schools shall take all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled paydays and in accordance with Federal and State Wage and Hour Laws including the FLSA and the Texas Payday Act. The Superintendent or designee shall adopt procedures to ensure that Priority Charter Schools complies with applicable Federal and State Wage and Hour Laws.

**Sec. 1. PERSONAL LEAVE**

Priority Charter Schools does not directly participate in the State Personal Leave Program or provide or recognize “State Days” under Education Code, Chapter 22; therefore, accumulated state personal leave days from other Texas School Districts or public schools may not be transferred in or out of the Priority Charter Schools system.

**a) *Local Leave***

Priority Charter Schools grants all employees one-half local leave days per month based off the employee’s work schedule. 10 month employees (187 day) will have five local leave days while 12 month employees (236 day) will have six local leave days per year. The Superintendent shall adopt procedures to implement and control Local Leave benefits.

**b) *Medical Certification***

Any employee who is absent more than three days because of a personal or family illness must submit a medical certification from a qualified health care provider confirming the specific dates of the illness, the reason for the illness, and – in the case of personal illness – the employee’s fitness to return to work.

**c) *Forfeiture of Leave***

Local Leave does ~~not~~ accumulate or roll forward from year to year up to twenty days., ~~and All leave~~ is forfeited upon resignation, retirement, or termination from employment.

**Sec. 2. EXTENDED SICK LEAVE**

~~Priority Charter Schools shall also provide all employees who have worked for Priority Charter Schools for at least one calendar year 20 calendar days of extended sick leave. This leave may only be used if an employee has exhausted his or her earned Local Leave benefits and only for the employee’s personal illness or disability, including pregnancy-related disability.~~

~~Extended sick leave is to be used for single, long-term illnesses or conditions. “Single” is defined as one illness or condition; “long-term” is defined as an absence of ten or more consecutive days. An employee is eligible for extended sick leave once every three years.~~

~~A doctor’s written statement confirming the need for extended sick leave shall be required before leave is granted, and periodically thereafter as determined by Priority Charter Schools. Extended sick leave will stop on the date the doctor releases the employee or when all extended sick leave has been exhausted, whichever comes first.~~

~~The daily rate of a substitute shall be deducted from an employee's daily pay during a period of extended sick leave, even if a substitute is not used. The Superintendent shall adopt procedures to implement and control Extended Sick Leave benefits.~~

~~Sec. 3.~~**Sec. 2. EMERGENCY LEAVE**

Employees may be granted up to 2 days of emergency leave without loss of pay or accumulated Local Leave for destruction of their home or domicile due to flood, fire, or storm, other natural disasters or force majeure. Such leave is subject to the approval of the Superintendent or designee. Any further leave granted will result in a deduction of accumulated Local Leave, a deduction of the daily rate of pay, or unpaid leave, unless otherwise provided by Priority Charter Schools.

~~Sec. 4.~~**Sec. 3. BEREAVEMENT LEAVE**

Priority Charter Schools 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 5 paid local leave days will be used for this purpose in any one school year unless otherwise approved by the Superintendent or designee.

~~Sec. 5.~~**Sec. 4. RELIGIOUS OBSERVANCES**

An employee requesting to attend a religious observance on a regularly scheduled school day may use Personal 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.

~~Sec. 6.~~**Sec. 5. JURY DUTY AND OTHER COURT APPEARANCES**

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

Employees will be paid while on leave to comply with a valid subpoena to appear in a civil, criminal, legislative, or administrative proceeding. Absences for court appearances related to an employee's personal business must be taken as 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.

Priority Charter Schools shall not discharge, threaten to discharge, intimidate, or coerce any permanent employee because the employee serves as a juror or grand juror, or for the employee's attendance or scheduled attendance in connection with the service, in any court in the United States.

~~Sec. 7.~~Sec. 6. VOTING LEAVE

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

~~Sec. 8~~ PEACE OFFICER PAID QUARANTINE LEAVE

~~Pursuant to Local Government Code 180.008, peace officers employed by or appointed by Priority Charter Schools receive full pay and benefits when ordered to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty. During this Paid Quarantine Leave, a peace officer will receive all employment benefits and compensation, including leave accrual, pension benefits, and health benefit plan benefits for the duration of the leave. Peace officers will also receive reimbursement for reasonable costs related to the quarantine, including lodging, medical, and transportation. Paid Quarantine Leave will be ordered by the peace officer's supervisor or the applicable health authority.~~

~~A peace officer's sick leave balance, vacation leave balance, holiday leave balance, or other paid leave balance will not be reduced in connection with Paid Quarantine Leave taken in accordance with this Sec. 8.~~

~~Sec. 7~~ 9-LIMITATIONS ON LEAVES OF ABSENCE

With the exception of leaves of absence for military duty, peace officer leave, or approved leave under the Family and Medical Leave Act, if an employee accumulates more 10 days of absence after exhausting all available paid and unpaid leave, the employee ~~shall~~ could be separated due to unavailability for work, subject to any reasonable accommodation duties Priority Charter Schools may have under the Americans with Disabilities Act (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.



# PRIORITY CHARTER SCHOOLS



## COMPENSATION MANUAL 2022-2023



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## **PURPOSE**

The purpose of this Compensation Manual is to communicate the Priority Charter Schools' (PCS) Annual Compensation Plan for all District employees. The Annual Compensation Plan includes wage and salary structures and stipends. The plan supports the District goals for hiring and retaining highly qualified employees. The staffing of Priority Charter Schools is, to a large degree, based upon student enrollment and practices established over the years that are intended to maximize teacher and administrator efficiencies. All salary schedules are contingent upon campus enrollment.

The Board of Trustees shall approve the Compensation Plan as part of the annual budget development process.

## EXEMPT, SALARIED POSITIONS

The Fair Labor Standards Act (FLSA) is administered by the Wage and Hour Division (WHD). The FLSA establishes standards for minimum wages, overtime pay, recordkeeping, and child labor. These standards affect more than 130 million workers, both full-time and part-time, in the private and public sectors. Administrative, Executive, and Professional Positions are considered exempt for purposes of the FLSA. All teaching, teacher supervision, and administrative positions in the district fall within the FLSA definition, and, as such, these positions are exempt from the overtime rules contained in FLSA.

Each of the positions below are paid semi-monthly, even if the employees' duty schedule is less than 12 months (e.g., Teacher's typically work 10 months or 187 days, but their compensation is spread into semi-monthly paychecks.) All employees are required to record their time daily in a manner determined by the district. At PCS the payroll calendar begins August 1<sup>st</sup> and ends July 31<sup>st</sup>. Professional employees who leave their positions during the duty year will have their pay "pro-rated" based on the number of days actually worked. Similarly, those that begin work after the payroll calendar begins will have their pay "pro-rated" based on the number of days left in the year.

## CAMPUS-BASED POSITIONS

### Teacher

Teachers and Interventionist (Reading, Math, etc.) are expected to work 187 days during the 2022-2023 school year. The Teacher Salary Scale is based upon the degree and certification that the teacher or interventionist currently holds.

PCS aims to employ only certified teachers. Teachers without certification will be hired at the certified pay rate, if they show proof of being enrolled in a state-approved Teacher Certification program. Teachers must submit the *Welcome Letter* from the program they are enrolled in and the *Non-Certified Teacher Agreement* with a projected completion date. Failure of showing proof of earning certification by this completion due date may be grounds for termination. When there is a teacher vacancy without certified candidates, PCS will consider hiring degreed, non-certified candidates at the non-certified pay rate.

PCS will recognize documented service as a certified teacher in other public, American schools. Service as a non-certified teacher outside of the PCS district or service as a teacher and/or substitute teacher at a private, non-accredited or foreign school will not be used to determine initial placement on the Salary Scale. The Human Resources Coordinator will review all service records and determine the appropriate placement on the Teacher Salary Scale.

Teachers or Interventionists who receive certification and/or higher degree status during the school year will be moved laterally within the salary scale immediately upon providing proof of new certification and/or higher degree status to the HR Coordinator.

Teachers or Interventionist who are reassigned into another position (i.e., counselor, librarian, administrator, instructional specialist, etc.) during the school year will receive pro-rates compensation for the new position beginning on the date of reassignment.

Some grants or situations might allow for teachers to be hired at an alternate rate. These deviations from the compensation plan must be approved by the Superintendent.

## TEACHER SALARY SCALE 2022-2023

STEP	Bachelor's			Master's			Doctorate		
	No Cert	No Cert (In Program)	SBEC Cert	No Cert	No Cert (In Program)	SBEC Cert	No Cert	No Cert (In Program)	SBEC Cert
0	\$32,220	\$36,220	\$40,360	\$33,720	\$37,720	\$41,860	\$35,220	\$39,220	\$44,360
1	\$33,220	\$37,220	\$41,360	\$34,720	\$38,720	\$42,860	\$36,220	\$40,220	\$45,360
2	\$33,720	\$37,720	\$41,860	\$35,220	\$39,220	\$43,360	\$36,720	\$40,720	\$45,860
3	\$34,220	\$38,220	\$42,360	\$35,720	\$39,720	\$43,860	\$37,220	\$41,220	\$46,360
4	\$34,720	\$38,720	\$42,860	\$36,220	\$40,220	\$44,360	\$37,720	\$41,720	\$46,860
5	\$35,482	\$39,482	\$43,622	\$36,982	\$40,982	\$45,122	\$38,482	\$42,482	\$47,622
6	\$35,982	\$39,982	\$44,122	\$37,482	\$41,482	\$45,622	\$38,982	\$42,982	\$48,122
7	\$36,482	\$40,482	\$44,622	\$37,982	\$41,982	\$46,122	\$39,482	\$43,482	\$48,622
8	\$36,982	\$40,982	\$45,122	\$38,482	\$42,482	\$46,622	\$39,982	\$43,982	\$49,122
9	\$37,482	\$41,482	\$45,622	\$38,982	\$42,982	\$47,122	\$40,482	\$44,482	\$49,622
10	\$37,982	\$41,982	\$46,122	\$39,482	\$43,482	\$47,622	\$40,982	\$44,982	\$50,122
11	\$38,482	\$42,482	\$46,622	\$39,982	\$43,982	\$48,122	\$41,482	\$45,482	\$50,622
12	\$38,982	\$42,982	\$47,122	\$40,482	\$44,482	\$48,622	\$41,982	\$45,982	\$51,122
13	\$39,482	\$43,482	\$47,622	\$40,982	\$44,982	\$49,122	\$42,482	\$46,482	\$51,622
14	\$39,982	\$43,982	\$48,122	\$41,482	\$45,482	\$49,622	\$42,982	\$46,982	\$52,122
15	\$40,482	\$44,482	\$48,622	\$41,982	\$45,982	\$50,122	\$43,482	\$47,482	\$52,622
16	\$40,982	\$44,982	\$49,122	\$42,482	\$46,482	\$50,622	\$43,982	\$47,982	\$53,122
17	\$41,482	\$45,482	\$49,622	\$42,982	\$46,982	\$51,122	\$44,482	\$48,482	\$53,622
18	\$41,982	\$45,982	\$50,122	\$43,482	\$47,482	\$51,622	\$44,982	\$48,982	\$54,122
19	\$42,482	\$46,482	\$50,622	\$43,982	\$47,982	\$52,122	\$45,482	\$49,482	\$54,622
20	\$42,982	\$46,982	\$51,122	\$44,482	\$48,482	\$52,622	\$45,982	\$49,982	\$55,122
21	\$43,482	\$47,482	\$51,622	\$44,982	\$48,982	\$53,122	\$46,482	\$50,482	\$55,622
22	\$43,982	\$47,982	\$52,122	\$45,482	\$49,482	\$53,622	\$46,982	\$50,982	\$56,122
23	\$44,482	\$48,482	\$52,622	\$45,982	\$49,982	\$54,122	\$47,482	\$51,482	\$56,622
24	\$44,982	\$48,982	\$53,122	\$46,482	\$50,482	\$54,622	\$47,982	\$51,982	\$57,122
25	\$45,482	\$49,482	\$53,622	\$46,982	\$50,982	\$55,122	\$48,482	\$52,482	\$57,622
26	\$45,982	\$49,982	\$54,122	\$47,482	\$51,482	\$55,622	\$48,982	\$52,982	\$58,122
27	\$46,482	\$50,482	\$54,622	\$47,982	\$51,982	\$56,122	\$49,482	\$53,482	\$58,622
28	\$46,982	\$50,982	\$55,122	\$48,482	\$52,482	\$56,622	\$49,982	\$53,982	\$59,122
29	\$47,482	\$51,482	\$55,622	\$48,982	\$52,982	\$57,122	\$50,482	\$54,482	\$59,622
30	\$47,982	\$51,982	\$56,122	\$49,482	\$53,482	\$57,622	\$50,982	\$54,982	\$60,122

## Instructional Coach/Facilitator

Instructional Coach/Facilitators are required to work 207 days during the 2022-2023 school year. These positions are required to hold a current teacher or higher certification. These staff members are paid according to the Instructional Coach/Facilitator Scale.

### INSTRUCTIONAL COACH/FACILITATOR SALARY SCALE 2022-2023

	<b>Bachelor's</b>	<b>Master's</b>	<b>Doctorate</b>
<b>STEP</b>	<b>SBEC Cert</b>	<b>SBEC Cert</b>	<b>SBEC Cert</b>
0	\$46,677	\$48,337	\$51,104
1	\$47,677	\$49,337	\$52,105
2	\$48,231	\$49,891	\$52,658
3	\$48,784	\$50,444	\$53,212
4	\$49,337	\$50,998	\$53,765
5	\$49,891	\$51,551	\$54,319
6	\$50,734	\$52,395	\$55,162
7	\$51,288	\$52,948	\$55,716
8	\$51,841	\$53,502	\$56,269
9	\$52,395	\$54,055	\$56,823
10	\$52,948	\$54,609	\$57,376
11	\$53,502	\$55,162	\$57,930
12	\$54,055	\$55,716	\$58,483
13	\$54,609	\$56,269	\$59,037
14	\$55,162	\$56,823	\$59,590
15	\$55,716	\$57,376	\$60,144
16	\$56,269	\$57,930	\$60,697
17	\$56,823	\$58,483	\$61,250
18	\$57,376	\$59,037	\$61,804
19	\$57,930	\$59,590	\$62,357
20	\$58,483	\$60,144	\$62,911
21	\$59,037	\$60,697	\$63,464
22	\$59,590	\$61,250	\$64,018
23	\$60,144	\$61,804	\$64,571
24	\$60,697	\$62,357	\$65,125
25	\$61,250	\$62,911	\$65,678
26	\$61,804	\$63,464	\$66,232
27	\$62,357	\$64,018	\$66,785
28	\$62,911	\$64,571	\$67,339
29	\$63,464	\$65,125	\$67,892
30	\$64,018	\$65,678	\$68,446



## Campus Assistant Principal

The Campus Assistant Principal is expected to work 226 days during the 2022-2023 school year. This position is required to hold a current teacher or higher certification. The Campus Assistant Principal's Salary will be negotiated with the superintendent upon hiring based off the following ranges:

Minimum	Mid-Point	Maximum
\$50,000	\$60,000	\$70,000

Once a salary is negotiated, a campus assistant principal's salary will be increased by \$1,000 each year.

## Campus Principal

The Campus Principal is expected to work 226 days during the 2022-2023 school year. This position is required to hold a current teacher or higher certification. Principals should hold a Master's degree and be working towards higher certification. The Campus Principal's Salary will be negotiated with the superintendent upon hiring based off the following ranges:

Minimum	Mid-Point	Maximum
\$55,000	\$70,000	\$85,000

Once a salary is negotiated, a campus principal's salary will be increased by \$1,000 each year.

## DISTRICT-BASED POSITIONS

### Department Coordinators

Department Coordinators are expected to work 226 days during the 2022-2023 school year. The compensation schedules can be found on the Department Coordinator Salary Scale.

For administrative position over instructional areas the district will recognize documented service as a certified teacher and certified administrator at other public-American school. Service as an administrator at private schools, non-accredited schools, foreign schools, or outside educational will not be used to determine initial placement on the Department Coordinator Salary Schedule. For administrative positions over non-instructional areas, the district will recognize appropriate relevant prior experience. The Human Resources Coordinator will review all service records and resumes to determine the appropriate placement on the Department Coordinator Salary Schedule.

# DEPARTMENT COORDINATOR SALARY SCALE 2022-2023

STEP	No Degree	Degree
0	\$36,000	\$40,000
1	\$37,000	\$41,000
2	\$37,500	\$41,500
3	\$38,000	\$42,000
4	\$38,500	\$42,500
5	\$39,000	\$43,000
6	\$39,500	\$43,500
7	\$40,000	\$44,000
8	\$40,500	\$44,500
9	\$41,000	\$45,000
10	\$41,500	\$45,500
11	\$42,000	\$46,000
12	\$42,500	\$46,500
13	\$43,000	\$47,000
14	\$43,500	\$47,500
15	\$44,000	\$48,000
16	\$44,500	\$48,500
17	\$45,000	\$49,000
18	\$45,500	\$49,500
19	\$46,000	\$50,000
20	\$46,500	\$50,500
21	\$47,000	\$51,000
22	\$47,500	\$51,500
23	\$48,000	\$52,000
24	\$48,500	\$52,500
25	\$49,000	\$53,000
26	\$49,500	\$53,500
27	\$50,000	\$54,000
28	\$50,500	\$54,500
29	\$51,000	\$55,000
30	\$51,500	\$55,500

## Directors

A Director is expected to work 226 days during the 2022-2023 school year. The Director's Salary will be negotiated with the superintendent upon hiring, based off of the following ranges:

Minimum	Mid-Point	Maximum
\$50,000	\$62,500	\$75,000

Once a salary is negotiated, a Director's salary will be increased by \$1,000 each year.

## Executive Directors

An Executive Director is expected to work 226 days during the 2022-2023 school year. The Executive Director's Salary will be negotiated with the superintendent upon hiring, based off of the following ranges:

Minimum	Mid-Point	Maximum
\$63,000	\$73,000	\$83,000

Once a salary is negotiated, an Executive Director's salary will be increased by \$1,000 each year.

## Assistant Superintendent

An Assistant Superintendent is expected to work 226 days during the 2022-2023 school year. The Assistant Superintendent's Salary will be negotiated with the superintendent upon hiring, based off of the following ranges:

Minimum	Mid-Point	Maximum
\$83,000	\$93,000	\$103,000

Once a salary is negotiated, an Assistant Superintendent's salary will be increased by \$1,000 each year.

## Superintendent

Salary is set by the school board and outlined in a contract. The superintendent is the only employee of Priority Charter Schools who is hired by the Board and is contractual.

## NON-EXEMPT, SALARIED POSITIONS

The following positions are considered “non-exempt” and qualify for overtime according to FLSA. FLSA guidelines state non-exempt employees “must receive overtime pay for hours worked in excess of 40 in a workweek at a rate not less than time and one-half regular their regular rates of pay. There is no limit in FLSA on the number of hours employees may work in any workweek. It does not require overtime pay for work on Saturdays, Sundays, holidays or regular days of rest, as such.”

“FLSA applies on a workweek basis. An employee’s workweek is a fixed and regularly recurring period of 168 hours—seven consecutive 24 hour-periods. Averaging of hours over two or more weeks is not permitted.” For purpose of FLSA, the district’s official workweek is Sunday, 12:00 A.M.-Saturday, 11:59 P.M.

The district will pay the positions listed in this section an annualized, semi-monthly salary; but employees who work more than 40 hours per work week are entitled to receive overtime pay. School policy requires personnel in these positions to receive written permission from their immediate supervisor before working more than 40 hours in any given workweek. Employees who fail to gain that permission are subject to disciplinary actions up to and including termination. All employees are required to record their time daily in a manner determined by the district.

## CAMPUS-BASED & DISTRICT-BASED POSITIONS

### **Secretary/Clerk**

Secretaries are expected to work 226 days, 8 hours a day, during the 2022-2023 school year. The compensation schedule can be found on the Secretary/Clerk Non-Exempt, Salaried Scale.

Clerks are expected to work 207 days, 8 hours a day, during the 2022-2023 school year. The compensation schedule can be found on the Secretary/Clerk Non-Exempt, Salaried Scale.

The district will recognize document service as a secretary, clerk, aide, or teacher in public schools and/or service as a clerk or administrator assistant in a non-educational setting to determine initial placement on the Non-Exempt, Salaried Scale. Qualifying experience must include clerical duties like that of the recommended job function. For example, experience as a salesclerk at a retail establishment would not be considered like that of a receptionist at a doctor’s office. The Human Resources Coordinator will review all service records and resumes to determine the appropriate placement on the Non-Exempt, Salaried Scale.

**NON-EXEMPT, SALARIED SCALE  
SECRETARY/CLERK  
2022-2023**

STEP	Secretary	Clerk
	226 days/8 hour a day	207 days/8 hour a day
0	\$25,844	\$23,671
1	\$26,316	\$24,103
2	\$26,788	\$24,536
3	\$27,260	\$24,968
4	\$27,732	\$25,400
5	\$28,204	\$25,833
6	\$28,676	\$26,265
7	\$29,148	\$26,697
8	\$29,620	\$27,129
9	\$30,092	\$27,562
10	\$30,564	\$27,994
11	\$31,036	\$28,426
12	\$31,508	\$28,859
13	\$31,980	\$29,291
14	\$32,452	\$29,723
15	\$32,924	\$30,156
16	\$33,396	\$30,588
17	\$33,868	\$31,020
18	\$34,340	\$31,453
19	\$34,812	\$31,885
20	\$35,284	\$32,317
21	\$35,756	\$32,750
22	\$36,228	\$33,182
23	\$36,700	\$33,614
24	\$37,172	\$34,047
25	\$37,644	\$34,479
26	\$38,116	\$34,911
27	\$38,588	\$35,344
28	\$39,060	\$35,776
29	\$39,532	\$36,208
30	\$40,004	\$36,640

## Educational Aide

Educational Aides are expected to work 187 days during the 2022-2023 school year, 8 hours a day. The compensation schedule can be found on the Non-Exempt, Salaried Scale.

Highly Qualified Educational Aides must have a high school diploma or its recognized equivalent and meet one of the following requirements:

- Complete at least two years of study at an institution of higher education (defined as completion of 48 semester hours or equivalent trimester hours) of college coursework or an applicable number of semester hours as defined by the institution of higher education attended, whichever is less;
- Possess an associate's (or higher) degree; or
- Meet a rigorous standard of quality and can demonstrate, through a formal state or local academic assessment—
  - Knowledge of and the ability to assist in instructing reading, writing, and mathematics; or
  - Knowledge of and the ability to assist in instructing reading readiness, writing readiness, and mathematics readiness, as appropriate.

Educational Aides whose duties consist solely of parent and family engagement activities or translation services are exempt from the qualification requirement.

Priority Charter Schools has three pay scales for Educational Aides based on their SBEC certification. Educational Aides that do not hold a current SBEC certification will be placed on the Educational Aide I pay scale. Below are the requirements, per TEA, for the three Educational Aide certifications:

- Educational Aide I requirements:
  - must be a high school graduate or hold a General Educational Development (GED) certificate
  - have experience working with students or parents as approved by the employing superintendent.
    - Experience may be work in church related schools, day camps, youth groups, private schools, licensed day-care centers, or similar experience.
- Educational Aide II requirements
  - must be a high school graduate or hold a General Educational Development (GED) certificate
  - have satisfied one of the following requirements
    - have two creditable years of experience as an Educational Aide I; or
    - have a minimum of 15 semester hours of college credit with some emphasis on child growth and development or related subject areas; or
    - have demonstrated proficiency in a specialized skill area as determined by the local school district; and
  - have experience working with students or parents as approved by the employing superintendent
- Education Aide III requirements
  - must be a high school graduate or hold a General Educational Development (GED) certificate;

- have satisfied one of the following requirements:
  - have three creditable years of experience as either an Educational Aide I or II; or
  - have 30 semester hours of college credit with some emphasis on child growth and development or related subject areas; and
- have experience working with students or parents as approved by the employing superintendent

Educational Aides who receive certification during the school year will be moved laterally within the salary scale immediately upon providing proof of new certification status to the HR Coordinator.

PCS will recognize documented service as an Educational Aides, Paraprofessional, or Instructional Aide in other public schools. Service as an aide at private or non-accredited school will not be used to determine initial placement on the Non-Exempt, Salaried Scale. The Human Resources Coordinator will review all service records and resumes to determine the appropriate placement on the Educational Aide Non-Exempt, Salaried Scale.

Some grants or situations might allow for Educational Aides to be hired at an alternate rate. These deviations from the compensation plan must be approved by the Superintendent.

**NON-EXEMPT, SALARIED SCALE  
EDUCATIONAL AIDE  
2022-2023**

	Educational Aide I	Educational Aide II	Educational Aide III
<b>STEP</b>	<b>187 days/8 hours per day</b>		
0	\$19,530	\$20,278	\$21,400
1	\$20,398	\$20,891	\$22,013
2	\$20,772	\$21,265	\$22,387
3	\$21,146	\$21,639	\$22,761
4	\$21,520	\$22,013	\$23,135
5	\$21,894	\$22,387	\$23,509
6	\$22,268	\$22,761	\$23,883
7	\$22,642	\$23,135	\$24,257
8	\$23,016	\$23,509	\$24,631
9	\$23,390	\$23,883	\$25,005
10	\$23,764	\$24,257	\$25,379
11	\$24,138	\$24,631	\$25,753
12	\$24,512	\$25,005	\$26,127
13	\$24,886	\$25,379	\$26,501
14	\$25,260	\$25,753	\$26,875
15	\$25,634	\$26,127	\$27,249
16	\$26,008	\$26,501	\$27,623
17	\$26,382	\$26,875	\$27,997
18	\$26,756	\$27,249	\$28,371
19	\$27,130	\$27,623	\$28,745
20	\$27,504	\$27,997	\$29,119
21	\$27,878	\$28,371	\$29,493
22	\$28,252	\$28,745	\$29,867
23	\$28,626	\$29,119	\$30,241
24	\$29,000	\$29,493	\$30,615
25	\$29,374	\$29,867	\$30,989
26	\$29,748	\$30,241	\$31,363
27	\$30,122	\$30,615	\$31,737
28	\$30,496	\$30,989	\$32,111
29	\$30,870	\$31,363	\$32,485
30	\$31,244	\$31,737	\$32,859



## **Specialist**

Specialists are expected to work 207 days during the 2022-2023 school year, 8 hours a day. The compensation schedule can be found on the Non-Exempt, Salaried Scale.

Specialists must have a high school diploma or its recognized equivalent. Specialist must also have at least three years' experience as a paraprofessional or instructional aide.

Priority Charter Schools has three pay scales for Specialist based on their Educational Aide SBEC certification. Specialists that do not hold a current Educational Aide SBEC certification will be placed on the Specialist I pay scale. Specialist who receives Educational Aides certification during the school year will be moved laterally within the salary scale immediately upon providing proof of new certification status to the HR Coordinator.

PCS will recognize documented service as a paraprofessional or instructional aide in other public schools. Service as an aide at private or non-accredited school will not be used to determine initial placement on the Non-Exempt, Salaried Scale. The Human Resources Coordinator will review all service records and resumes to determine the appropriate placement on the Non-Exempt, Salaried Scale.

**NON-EXEMPT, SALARIED SCALE  
SPECIALIST  
2022-2023**

	Specialist I	Specialist II	Specialist III
STEP	207 days/8 hours per day		
0	\$24,619	\$25,447	\$26,689
1	\$25,579	\$26,126	\$27,368
2	\$25,993	\$26,540	\$27,782
3	\$26,407	\$26,954	\$28,196
4	\$26,821	\$27,368	\$28,610
5	\$27,235	\$27,782	\$29,024
6	\$27,649	\$28,196	\$29,438
7	\$28,063	\$28,610	\$29,852
8	\$28,477	\$29,024	\$30,266
9	\$28,891	\$29,438	\$30,680
10	\$29,305	\$29,852	\$31,094
11	\$29,719	\$30,266	\$31,508
12	\$30,133	\$30,680	\$31,922
13	\$30,547	\$31,094	\$32,336
14	\$30,961	\$31,508	\$32,750
15	\$31,375	\$31,922	\$33,164
16	\$31,789	\$32,336	\$33,578
17	\$32,203	\$32,750	\$33,992
18	\$32,617	\$33,164	\$34,406
19	\$33,031	\$33,578	\$34,820
20	\$33,445	\$33,992	\$35,234
21	\$33,859	\$34,406	\$35,648
22	\$34,273	\$34,820	\$36,062
23	\$34,687	\$35,234	\$36,476
24	\$35,101	\$35,648	\$36,890
25	\$35,515	\$36,062	\$37,304
26	\$35,929	\$36,476	\$37,718
27	\$36,343	\$36,890	\$38,132
28	\$36,757	\$37,304	\$38,546
29	\$37,171	\$37,718	\$38,960
30	\$37,585	\$38,132	\$39,374

## **NON-EXEMPT, HOURLY WAGE POSITIONS**

The following positions are considered “non-exempt” positions which do qualify for overtime according to FLSA. FLSA guidelines state non-exempt employees “must receive overtime pay for hours worked in excess of 40 in a workweek at a rate not less than time and one-half regular their regular rates of pay. There is no limit in FLSA on the number of hours employees may work in any workweek. It does not require overtime pay for work on Saturdays, Sundays, holidays or regular days of rest, as such.”

“FLSA applies on a workweek basis. An employee’s workweek is a fixed and regularly recurring period of 168 hours—seven consecutive 24 hour-periods. Averaging of hours over two or more weeks is not permitted.” For purpose of FLSA, the district’s official workweek is Sunday, 12:00 A.M.-Saturday, 11:59 P.M.

The following positions will be paid semi-monthly based on the actual hours worked during the pay period. School policy requires personnel in these positions to receive written permission from their immediate supervisor before working more than 40 hours in any given work week. Employees who fail to obtain that permission are subject to disciplinary actions up to and including termination. All employees are required to record their time daily in a manner determined by the district. Employees that work more than one position must clock in and out when they are moving from one position to another so that compensation can be determined correctly. Failure to do so, could result in overpayment. The employee would be required to pay back the fraudulent wages. Disciplinary action and/or termination could result.

## **CAMPUS-BASED POSITIONS**

### **Receptionist**

Receptionist staff are expected to work 187 days during the 2022-2023 school year, but may be asked to work additional days. Receptionist are scheduled to work four hours or less during the workday. They will be compensated according to the Non-Exempt, Hourly Scale based on experience in same or similar capacity as determined by the Human Resources Coordinator.

### **Instructional Aide**

Instructional Aides could work up to 187 days during the 2022-2023 school year, but may be asked to work additional days. Instructional Aides are temporary positions that are added as needed and must be approved by the Superintendent. They will be compensated according to the Non-Exempt, Hourly Scale based on experience in same or similar capacity as determined by the Human Resources Coordinator.

### **Food Service**

Food Service staff are expected to work 187 days during the 2022-2023 school year, but may be asked to work additional days. They will be compensated according to the Non-Exempt, Hourly Scale based on experience in same or similar capacity as determined by the Human Resources Coordinator.

## Custodial

Custodial staff are expected to work 187 days during the 2022-2023 school year, but may be asked to work additional days. They will be compensated according to the Non-Exempt, Hourly Scale based on experience in same or similar capacity as determined by the Human Resources Coordinator.

### NON-EXEMPT, HOURLY SCALE 2022-2023

STEP	Receptionist	Instructional Aide	Food Service Custodial
	187 days 4 hrs per day	187 days 4 or 8 hrs per day	187 days 8 hrs per day
0	\$13.39	\$13.05	\$13.39
1	\$13.64	\$13.63	\$13.64
2	\$13.89	\$13.88	\$13.89
3	\$14.14	\$14.13	\$14.14
4	\$14.39	\$14.38	\$14.39
5	\$14.64	\$14.63	\$14.64
6	\$14.89	\$14.88	\$14.89
7	\$15.14	\$15.13	\$15.14
8	\$15.39	\$15.38	\$15.39
9	\$15.64	\$15.63	\$15.64
10	\$15.89	\$15.88	\$15.89
11	\$16.14	\$16.13	\$16.14
12	\$16.39	\$16.38	\$16.39
13	\$16.64	\$16.63	\$16.64
14	\$16.89	\$16.88	\$16.89
15	\$17.14	\$17.13	\$17.14
16	\$17.39	\$17.38	\$17.39
17	\$17.64	\$17.63	\$17.64
18	\$17.89	\$17.88	\$17.89
19	\$18.14	\$18.13	\$18.14
20	\$18.39	\$18.38	\$18.39
21	\$18.64	\$18.63	\$18.64
22	\$18.89	\$18.88	\$18.89
23	\$19.14	\$19.13	\$19.14
24	\$19.39	\$19.38	\$19.39
25	\$19.64	\$19.63	\$19.64
26	\$19.89	\$19.88	\$19.89
27	\$20.14	\$20.13	\$20.14
28	\$20.39	\$20.38	\$20.39
29	\$20.64	\$20.63	\$20.64
30	\$20.89	\$20.88	\$20.89

## Educational Aide

Educational Aides are expected to work 187 days during the 2022-2023 school year, but may be asked to work additional days. Some Educational Aide positions may be assigned various job duties which warrants them be paid hourly instead of salaried. They will be compensated according to the Non-Exempt, Hourly Scale based on experience in same or similar capacity as determined by the Human Resources Coordinator.

Priority Charter Schools has three pay scales for Educational Aides based on their SBEC certification. Educational Aides that do not hold a current SBEC certification will be placed on the Educational Aide I pay scale. Below are the requirements, per TEA, for the three Educational Aide certifications:

- Educational Aide I requirements:
  - must be a high school graduate or hold a General Educational Development (GED) certificate
  - have experience working with students or parents as approved by the employing superintendent.
    - Experience may be work in church related schools, day camps, youth groups, private schools, licensed day-care centers, or similar experience.
- Educational Aide II requirements
  - must be a high school graduate or hold a General Educational Development (GED) certificate
  - have satisfied one of the following requirements
    - have two creditable years of experience as an Educational Aide I; or
    - have a minimum of 15 semester hours of college credit with some emphasis on child growth and development or related subject areas; or
    - have demonstrated proficiency in a specialized skill area as determined by the local school district; and
  - have experience working with students or parents as approved by the employing superintendent
- Education Aide III requirements
  - must be a high school graduate or hold a General Educational Development (GED) certificate;
  - have satisfied one of the following requirements:
    - have three creditable years of experience as either an Educational Aide I or II; or
    - have 30 semester hours of college credit with some emphasis on child growth and development or related subject areas; and
  - have experience working with students or parents as approved by the employing superintendent

Educational Aides who receive certification during the school year will be moved laterally within the salary scale immediately upon providing proof of new certification status to the HR Coordinator.

Some grants or situations might allow for Educational Aides to be hired at an alternate rate. These deviations from the compensation plan must be approved by the Superintendent.

## NON-EXEMPT, HOURLY SCALE 2022-2023

STEP	Educational Aide 187 Days/4 or 8 hrs.		
	Educational Aide I	Educational Aide II	Educational Aide III
0	\$13.05	\$13.55	\$14.30
1	\$13.63	\$13.96	\$14.71
2	\$13.88	\$14.21	\$14.96
3	\$14.13	\$14.46	\$15.21
4	\$14.38	\$14.71	\$15.46
5	\$14.63	\$14.96	\$15.71
6	\$14.88	\$15.21	\$15.96
7	\$15.13	\$15.46	\$16.21
8	\$15.38	\$15.71	\$16.46
9	\$15.63	\$15.96	\$16.71
10	\$15.88	\$16.21	\$16.96
11	\$16.13	\$16.46	\$17.21
12	\$16.38	\$16.71	\$17.46
13	\$16.63	\$16.96	\$17.71
14	\$16.88	\$17.21	\$17.96
15	\$17.13	\$17.46	\$18.21
16	\$17.38	\$17.71	\$18.46
17	\$17.63	\$17.96	\$18.71
18	\$17.88	\$18.21	\$18.96
19	\$18.13	\$18.46	\$19.21
20	\$18.38	\$18.71	\$19.46
21	\$18.63	\$18.96	\$19.71
22	\$18.88	\$19.21	\$19.96
23	\$19.13	\$19.46	\$20.21
24	\$19.38	\$19.71	\$20.46
25	\$19.63	\$19.96	\$20.71
26	\$19.88	\$20.21	\$20.96
27	\$20.13	\$20.46	\$21.21
28	\$20.38	\$20.71	\$21.46
29	\$20.63	\$20.96	\$21.71
30	\$20.88	\$21.21	\$21.96

## **Bus Driver (Licensed & Non-Licensed)**

Bus Drivers are expected to work 187 days during the 2022-2023 school year, but may be asked to work additional days. They will be compensated according to the Non-Exempt, Hourly Scale based on experience in same or similar capacity as determined by the Human Resources Coordinator. Because of economic factors, additional pay may be given to a bus driver based on campus location. A bus driver can be hired without all the required credentials. They will be paid on the “Non-certified” scale until they are completely compliant to transport students via a school bus. All salary negotiations must be approved by the Executive Director of Operations, Executive Director of Finance, and the Superintendent.

## **Bus Mechanic**

Bus Mechanics are expected to work 236 days during the 2022-2023 school year, but may be asked to work additional days. They will be compensated according to the Non-Exempt, Hourly Scale based on experience in same or similar capacity as determined by the Human Resources Coordinator.

**NON-EXEMPT, HOURLY SCALE  
STUDENT TRANSPORTATION  
2022-2023**

Step	Driver (Non-Licensed) 187 days	Driver (Licensed) 187 days	Mechanic 226 days
0	\$13.00	\$18.00	\$19.00
1	\$13.25	\$18.25	\$19.25
2	\$13.50	\$18.50	\$19.50
3	\$13.75	\$18.75	\$19.75
4	\$14.00	\$19.00	\$20.00
5	\$14.25	\$19.25	\$20.25
6	\$14.50	\$19.50	\$20.50
7	\$14.75	\$19.75	\$20.75
8	\$15.00	\$20.00	\$21.00
9	\$15.25	\$20.25	\$21.25
10	\$15.50	\$20.50	\$21.50
11	\$15.75	\$20.75	\$21.75
12	\$16.00	\$21.00	\$22.00
13	\$16.25	\$21.25	\$22.25
14	\$16.50	\$21.50	\$22.50
15	\$16.75	\$21.75	\$22.75
16	\$17.00	\$22.00	\$23.00
17	\$17.25	\$22.25	\$23.25
18	\$17.50	\$22.50	\$23.50
19	\$17.75	\$22.75	\$23.75
20	\$18.00	\$23.00	\$24.00
21	\$18.25	\$23.25	\$24.25
22	\$18.50	\$23.50	\$24.50
23	\$18.75	\$23.75	\$24.75
24	\$19.00	\$24.00	\$25.00
25	\$19.25	\$24.25	\$25.25
26	\$19.50	\$24.50	\$25.50
27	\$19.75	\$24.75	\$25.75
28	\$20.00	\$25.00	\$26.00
29	\$20.25	\$25.25	\$26.25
30	\$20.50	\$25.50	\$26.50



## **DISTRICT-BASED POSITIONS**

### **Maintenance**

Maintenance staff are expected to work 236 days, 8 hours a day, during the 2022-2023 school year. They will be compensated according to the Non-Exempt, Hourly Scale based on experience in same or similar capacity as determined by the Human Resources Coordinator.

### **Courier**

Couriers are expected to work 187 days during the 2022-2023 school year, but may be asked to work additional days. They will be compensated according to the Non-Exempt, Hourly Scale based on experience in same or similar capacity as determined by the Human Resources Coordinator.

### **IT Assistant**

IT Assistants are temporary employees. Temporary employees are defined as working four months or less in a school year. They will be compensated according to the Non-Exempt, Hourly Scale based on experience in same or similar capacity as determined by the Human Resources Coordinator.

### **Maintenance Assistant**

Maintenance Assistants are temporary employees. Temporary employees are defined as working four months or less in a school year. They will be compensated according to the Non-Exempt, Hourly Scale based on experience in same or similar capacity as determined by the Human Resources Coordinator.

## NON-EXEMPT, HOURLY SCALE 2022-2023

STEP	Maintenance 236 days 8 hrs per day	Courier 187 days 8 hrs per day	IT Assistant Mtc. Assistant Temporary
0	\$15.39	\$13.39	\$13.39
1	\$15.64	\$13.64	\$13.64
2	\$15.89	\$13.89	\$13.89
3	\$16.14	\$14.14	\$14.14
4	\$16.39	\$14.39	\$14.39
5	\$16.64	\$14.64	\$14.64
6	\$16.89	\$14.89	\$14.89
7	\$17.14	\$15.14	\$15.14
8	\$17.39	\$15.39	\$15.39
9	\$17.64	\$15.64	\$15.64
10	\$17.89	\$15.89	\$15.89
11	\$18.14	\$16.14	\$16.14
12	\$18.39	\$16.39	\$16.39
13	\$18.64	\$16.64	\$16.64
14	\$18.89	\$16.89	\$16.89
15	\$19.14	\$17.14	\$17.14
16	\$19.39	\$17.39	\$17.39
17	\$19.64	\$17.64	\$17.64
18	\$19.89	\$17.89	\$17.89
19	\$20.14	\$18.14	\$18.14
20	\$20.39	\$18.39	\$18.39
21	\$20.64	\$18.64	\$18.64
22	\$20.89	\$18.89	\$18.89
23	\$21.14	\$19.14	\$19.14
24	\$21.39	\$19.39	\$19.39
25	\$21.64	\$19.64	\$19.64
26	\$21.89	\$19.89	\$19.89
27	\$22.14	\$20.14	\$20.14
28	\$22.39	\$20.39	\$20.39
29	\$22.64	\$20.64	\$20.64
30	\$22.89	\$20.89	\$20.89

## SUBSTITUTE EMPLOYEE PAY SCHEDULE

The Substitute Employee Pay Schedule shall be used to compensate employees categorized as “substitute.” Substitutes, who are TRS retirees, shall be defined as determined by the Teacher Retirement System of Texas (TRS). Substitutes employees include: Substitute teachers, aides, custodians, food service, clerical, bus drivers, etc.

### SUBSTITUTE TEACHER STAFF SCALE 2022-2023

Non-Certified	Certified
\$75 daily	\$100 Daily

If a substitute teacher replaces a teacher for a period that exceeds ten (10) days, the rate of pay will be an additional \$10 per day added to their regular substitute rate for the remainder of the period that they substitute for that teacher.

Some grants or situations might allow for substitutes to be hired at an alternate rate. These deviations from the compensation plan must be approved by the Superintendent.

### SUBSTITUTE AIDES, CUSTODIANS, FOOD SERVICE, CLERICAL STAFF, AND BUS DRIVER SCALE 2022-2023

Aides, Custodians, Food Service, Clerical Staff	Bus Drivers
\$60 daily	\$75

During the summer when extended hours are in effect, substitutes for clerical staff will be paid \$80 a day.

# STIPEND PAY SCHEDULE

The Stipend Schedule is used to compensate staff for **extra assignments and/or extra duty beyond the normal workday or duty calendar**. Stipends are not given to employees if the duties are part of their assigned job description. Employees are required to sign a *Stipend Agreement* that outlines expected duties.

Most stipends are a flat amount that is paid to an employee for performing a specific assignment (i.e., sponsoring an event, coaching a sport, or leading a group). If an employee does not complete the full-year stipend assignment, the stipend shall be pro-rated to compensate for the portion of the assignment verified by the immediate supervisor as complete.

Some stipends pay out at an hourly rate, which require the employee to log their hours via TimeClockPlus. The employee will only be paid for hours approved by their supervisor.

Stipends will not be paid to non-exempt staff. If a non-exempt staff member works other than their regularly scheduled time, they will be paid for their time according to their base pay earnings to determine overtime pay, if any, using the weighted overtime calculations. Non-exempt staff must account for this time using the Extra-Duty form and TimeClockPlus. Per the Employee Handbook, all overtime **MUST** be approved by the non-exempt employee's supervisor. The only exception to non-exempt staff, regardless if they are salaried or hourly, receiving a stipend is during the summer, once their at-will agreement days have been completed.

All Stipends and Extra Duty Pay require an *Employee Recommendation Form* to be submitted by the employee's supervisor before payment will be made.

## MENTOR TEACHER STIPEND

Mentor Teacher stipends are only given to certified teachers appointed by the campus principal to mentor first year teachers or teachers new to the Priority Charter School district. The mentor teacher is responsible for following the district-approved mentorship program and may be assigned more than one new teacher to mentor.

## CAMPUS COORDINATOR STIPENDS

Campus Coordinator stipends can only be given to exempt employees that are given extra duties or assignments that are not part of their job description.

## DISTRICT ATHLETIC COORDINATORS

The District Athletic Coordinator is a district appointed position. Exempt employees may apply for the position through their supervisor. District Athletic Coordinators are required to work with all schools to coordinate extracurricular athletics. District Athletic Coordinators are required to Head Coach one approved sport as part of the coordinator duties. Additional expectations are outlined in the *District Athletic Coordinator Stipend Agreement*.

## ATHLETIC STIPENDS

Non-exempt staff may not serve in the role of a head coach or assistant coach. These duties require a significant amount of time and could result in the non-exempt staff receiving higher stipend amounts than the head coach or other coaches. Coaches cannot be the Head Coach and Assistant Coach for the same sport. This includes being the Head Coach for the boys' team and Assistant Coach for the girls' team.

# STIPEND PAY SCHEDULE

## 2022-2023

<b>GENERAL STIPENDS</b>	
<i>Paid out in two payments in December and May</i>	
Mentor Teacher	\$1,000
ESL Campus Coordinator (Certified Only)	\$750
RtI Campus Coordinator	\$1,000
504 Campus Coordinator	\$1,000
Campus Testing Coordinator	\$750
Gifted & Talented Campus Coordinator	\$1,000
<b>Approved</b> Extracurricular Clubs <i>(i.e., National Honors Society, Robotics Club, etc.)</i>	\$1,000
<b>GENERAL STIPENDS</b>	
<i>Disbursed evenly with regular pay period once stipend is approved</i>	
District Athletic Coordinator (1 Boys/1 Girls)	\$4,000
Campus Media Coordinator	\$50/pay period
<b>HOURLY/DAILY STIPENDS</b>	
<i>Paid <b>after hours</b> have been worked with regular pay period</i>	
Homebound Teacher (Certified Only)	\$20/hour
Summer School Educational Aide	\$100/day
Summer School Teacher	\$125/day
Summer School Special Education Teacher	\$125/day
Tutoring/Saturday School Teacher	\$25/hour
<b>STIPENDS-TIED TO GRANT FUNDS</b>	
<i>Disbursed evenly with regular pay period once stipend is approved</i>	
Teacher Leader* (Teacher Leadership) <i>*Only available for teaching staff</i>	\$4,000
<b>ATHLETIC STIPENDS</b>	
<i>Paid once the season is complete</i>	
Head Football Coach	\$1,500
Assistant Football Coach	\$1,000
Head Basketball Coach	\$1,500
Assistant Basketball Coach	\$1,000
Head Volleyball Coach	\$1,500
Assistant Volleyball Coach	\$1,000
Head Track Coach	\$750
Assistant Track Coach	\$500
Head Cheerleading Coach	\$750
Assistant Cheerleading Coach	\$500
Head Soccer Coach	\$750
Assistant Soccer Coach	\$500

# INCENTIVE PAY SCHEDULE

The Incentive Pay Schedule is used to compensate staff for additional certifications that are both beneficial for the staff member and the school. The Incentive Pay programs that Priority Charter Schools currently offers are as follows:

## Reading Academy

A key feature of House Bill 3 of the 2019 Texas Legislative Session requires all kindergarten through third-grade teachers and elementary principals to complete the Texas Reading Academies before the end of the 2022-2023 school year.

PCS pays a \$400 fee per participant to Region 12. If an enrolled individual does not complete the course or fails to meet the course requirements, the individual will be required to pay to retake the course.

TEA will only allow an individual to attempt the blended course two times. If after those two times the course is still not successfully completed, TEA requires that the individual enroll and pass the comprehensive model, which includes 10 days of in person training as well as a cost of approximately \$3,000, which will be funded by the individual needing the course.

TEA does allow participants to 'drop' the course for any of the following documented reasons:

- Family Medical Leave Act (FMLA)
- Retirement prior to completion of the academies

Upon completion of the Reading Academy, Priority Charter Schools will pay the employee a one-time payment of \$500 on the last pay period in December the following school year. The employee must be employed with Priority Charter Schools to receive this incentive.

## ESL Certification

Texas Administrative Code (TAC) 89.1210 (d) provides the descriptions for the two state-approved English Second Language (ESL) program models that apply to ESL programs in prekindergarten through twelfth grade: ESL content-based and ESL pullout. In order to meet the compliance standard for an ESL content-based program, English Learners (ELs) must receive all content instruction by an ESL certified teacher(s), which includes ELAR, mathematics, science, and social studies. In order to meet compliance standard for an ESL pull-out program, ELs must receive ELAR instruction by an ESL certified teacher(s). To meet this requirement, Priority Charter Schools has devised an incentive plan for classroom teachers.

Classroom teachers that currently hold ESL certification will be paid a one-time incentive payment of \$300 on the last pay period in October. This incentive pay will only be paid once during the employee's employment.

If a classroom teacher wishes to earn ESL certification once the school year starts, they will be reimbursed for the cost of the ESL exam once they have earned their SBEC certification. The employee will need to submit their receipt on a Reimbursement *Form*. They will receive the one-time incentive payment the following school year on the last pay period in October. The employee must be employed with Priority Charter Schools to receive this incentive.

# SALARY PAY SCHEDULE

Following is the schedule of pay dates for the 2022-2023 School year. Employees are paid on the 10<sup>th</sup> and 25<sup>th</sup> every month. If pay day falls on a weekend or holiday, the pay date will be the preceding workday.

## SALARY PAY SCHEDULE 2022-2023

Start Date	End Date	Pay Date
08/01/22	08/13/22	08/25/22
08/14/22	08/27/22	09/09/22
08/28/22	09/10/22	09/23/22
09/11/22	09/24/22	10/07/22
09/25/22	10/08/22	10/25/22
10/09/22	10/29/22	11/10/22
10/30/22	11/12/22	11/25/22
11/13/22	11/26/22	12/09/22
11/27/22	12/10/22	12/23/22
12/11/22	12/24/22	01/10/23
12/25/22	01/14/23	01/25/23
01/15/23	01/28/23	02/10/23
01/29/23	02/11/23	02/24/23
02/12/23	02/25/23	03/10/23
02/26/23	03/11/23	03/24/23
03/12/23	03/25/23	04/10/23
03/26/23	04/08/23	04/25/23
04/09/23	04/29/23	05/10/23
04/30/23	05/13/23	05/25/23
05/14/23	05/27/23	06/09/23
05/28/23	06/10/23	06/23/23
06/11/23	06/24/23	07/10/23
06/25/23	07/08/23	07/25/23
07/09/23	07/31/23	08/10/23

# EMPLOYEE CALENDAR

July 2022						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

July	
25	207 Day Employees At-Will Agreements Start

August 2022						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August	
1	226/236 Day Employees At-Will Agreements Start
2	187 Day Employees At-Will Agreements Start
8	190 Day Employees At-Will Agreement Start
17	First Day of School

September 2022						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

September	
5	Labor Day

October 2022						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

October	
10-11	Fall Break

November 2022						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

November	
11	Veteran's Day
21-25	Thanksgiving Break

December 2022						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

December	
19-30	Winter Break

- At-Will Agreement Start & End Date
- Professional Development
- District Closed
- District Hours 7:30-5:30
- District Closed due to Extended Hours
- Paid Days Off for 190/236 Employees
- Pay Date (10th & 25th, unless it falls on weekend or holiday)

January 2023						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January	
2	Winter Break
16	Martin Luther King Jr. Day

February 2023						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

February	
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March 2023						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

March	
13-17	Spring Break

April 2023						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

April	
7	Good Friday

May 2023						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

May	
25	High School Graduation
25	Last Day of School
26	187/190 Day Employees At-Will Agreements End
29	Memorial Day

June 2023						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

June	
5	First Day of Summer School
16	207 Day Employees At-Will Agreements End
22	Last Day of Summer School
29-30	District Closed

July 2023						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

July	
3-7	District Closed
31	226/236 Day Employees At-Will Agreements End



May 12, 2022

**To: PCS Board of Directors**

**Re: GCA Principal Finalist Announcement**

To the PCS Board of Directors,

I am proud to announce the selection of Cynthia Fisher as the lone finalist as Principal of Georgetown Charter Academy (GCA). Mrs. Fisher is being introduced to the Priority Charter Schools Board of Directors this evening, Thursday, May 12, 2022, for your approval to serve as the GCA Principal for the 2022-2023 School Year.

Mrs. Fisher is a veteran educator with 28 years of experience with the vast majority of career being a classroom teacher in Central Texas. Since 2019, she has served as an assistant principal in Alice ISD.

Mrs. Fisher earned her Master of Education in Curriculum and Instruction with an Emphasis in Literary Studies from the University of Texas at Arlington in 2012, her Bachelor of Science Interdisciplinary Studies with a Minor in Reading and Mathematics from Tarleton State University in 1994. In addition to having her Texas Principal Certification in 2018, Mrs. Fisher holds several Texas teacher certifications to include certifications as an Elementary Self-Contained teacher, and Elementary Mathematics, Elementary Reading, Generic Special Education, Early Childhood Education-Handicapped, Early Childhood Education, English as a Second Language (ESL), and a certification as a Legacy Master Teacher.

Mrs. Fisher was chosen by a committee composed of GCA teachers, the GCA instructional coach, Priority Charter Schools principals, and Central Office administrators. A special thank you goes out to all members who served on the GCA Principal Interview and Selection Committee. Due to your input, I am confident that Mrs. Fisher will be successful in her new role.

I look forward to seeing Mrs. Fisher lead the Georgetown Charter Academy campus and team to new heights based on the work and foundation built by current and previous GCA principals, teachers, and staff. I know her desire is to strengthen and build meaningful relationships with the students and families of GCA, and I am excited to see what innovations and ideas she will bring to the campus and district in the years to come.

Sincerely,

Dr. Scott Moger  
Superintendent  
Priority Charter Schools

**Sec. 1. COURSE AND DIPLOMA REQUIREMENTS**

A student may graduate and receive a diploma only if:

1. The student successfully completes the curriculum requirements identified by the State Board of Education;
2. The student successfully completes the Texas First Early High School Completion Program; or
3. The student successfully completes an individualized education program.

*Education Code 28.025(c), 28.0253*

**a) *Individual Graduation Committee***

Without complying with the requirements discussed above, a student may receive a diploma if the student is eligible for a diploma as determined by an individual graduation committee (IGC). *Education Code 25.025(c-6), .0258.*

For each 11th or 12th grade student who has failed to comply with end-of-course (EOC) assessment instrument performance requirements for not more than two courses, Priority Charter Schools shall establish an IGC at the end of or after the student's 11th grade year to determine whether the student may qualify to graduate. An IGC may not qualify a student to graduate before the student's 12th grade year.

The IGC shall be composed of:

1. The Principal or Principal's designee;
2. For each EOC assessment instrument on which the student failed to perform satisfactorily, the teacher of the course;
3. The department chair or lead teacher supervising the teacher(s) described above; and
4. As applicable:
  - a. The student's parent;
  - b. A designated advocate if the parent is unable to serve; or
  - c. The student, at the student's option, if the student is at least 18 years of age or is an emancipated minor.

Priority Charter Schools shall provide an appropriate translator, if available, for a parent, advocate, or student who is unable to speak English.

*Education Code 28.0258(a)-(c), (c-2); 19 TAC 74.1025.*

**b) Notice**

Priority Charter Schools shall ensure a good faith effort is made to timely notify the appropriate person(s) described under Sec. 1-a, Item 4 of the time and place for concerning the IGC and the purpose of the IGC. The notice must be:

1. Provided in person or by regular mail or e-mail;
2. Clear and easy to understand; and
3. Written in English, in Spanish, or, to the extent practicable, in the native language of the appropriate person(s).

*Education Code 28.0258(d).*

**c) Eligibility to Graduate**

To be eligible to graduate and receive a high school diploma as determined by an IGC, a student must successfully complete the curriculum requirements for high school graduation identified by the State Board of Education.

A student's IGC shall also recommend additional requirements by which the student may qualify to graduate, including:

1. Additional remediation; and
2. For each EOC assessment instrument on which the student failed to perform satisfactorily:
  - a. The completion of a project related to the subject area of the course that demonstrates proficiency in the subject area; or
  - b. The preparation of a portfolio of work samples in the subject area of the course, including work samples from the course that demonstrate proficiency in the subject area.

A student may submit to the IGC coursework previously completed to satisfy a recommended additional requirement.

*Education Code 28.0258(f), (g).*

The IGC will consider the criteria at Education Code 28.0258(h) and any other academic information designated for consideration by the State Board of Education in determining whether a student is qualified to graduate. After considering the criteria, the IGC may determine that the student is qualified to graduate. A student may graduate and receive a diploma on the basis of the IGC's decision only if the student successfully completes all additional requirements recommended by the IGC, the student meets applicable curriculum requirements, and the IGC's vote is unanimous. The IGC's decision is final and may not be appealed. *Education Code 28.0258(i).*

BOARD ADOPTED: June 9, 2022

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**Sec. 2. GRADUATION REQUIREMENTS FOR STUDENTS ENTERING GRADE 9 IN OR AFTER THE 2014–2015 SCHOOL YEAR**

To receive a high school diploma, a student entering grade 9 in the 2014–2015 school year and thereafter must complete:

1. Requirements of the foundation high school program under 19 Administrative Code 74.12 (see Sec. 2-a, “Foundation High School Program,” below);
2. Testing requirements for graduation under 19 Administrative Code Chapter 101; and
3. Demonstrated proficiency, as determined by Priority Charter Schools, in delivering clear verbal messages; choosing effective nonverbal behaviors; listening for desired results; applying valid critical-thinking and problem-solving processes; and identifying, analyzing, developing, and evaluating communication skills needed for professional and social success in interpersonal situations, group interactions, and personal and professional presentations.

A student shall enroll in the courses necessary to complete the curriculum requirements for the foundation high school program specified in 19 Administrative Code 74.12 and the curriculum requirements for at least one endorsement.

*Education Code 28.025(c); 19 TAC 74.11(a), (c).*

**a) *Foundation High School Program***

A student must earn at least 22 credits to complete the foundation high school program and must demonstrate proficiency in the following core courses:

1. English language arts—4 credits;
2. Mathematics—3 credits;
3. Science—3 credits;
4. Social Studies—3 credits;
5. Languages other than English—2 credits;
6. Physical Education—1 credit;
7. Fine Arts—1 credit; and
8. Elective courses—5 credits.

*19 TAC 74.12.*

**b) *Endorsements***

A student shall specify in writing an endorsement the student intends to earn upon entering grade 9. A student may earn any of the following endorsements:

1. Science, technology, engineering, and mathematics (STEM);
2. Business and industry;
3. Public services;
4. Arts and humanities; and
5. Multidisciplinary studies.

Priority Charter Schools must make at least one endorsement available to students. If Priority Charter Schools offers only one endorsement, its curriculum must offer multidisciplinary studies.

To earn an endorsement a student must demonstrate proficiency in the curriculum requirements for the foundation high school program and, in accordance with 19 Administrative Code 74.13(e), earn:

1. A fourth credit in mathematics;
2. An additional credit in science; and
3. Two additional elective credits.

A course completed as part of the four courses needed to satisfy an endorsement requirement may also satisfy a requirement under the foundation high school program, including an elective requirement. The same course may count as part of the set of four courses for more than one endorsement.

Priority Charter Schools shall permit a student to enroll in courses under more than one endorsement before the student's junior year and to choose, at any time, to earn an endorsement other than the endorsement the student previously indicated.

A student must earn at least 26 credits to earn an endorsement, but a student is not entitled to remain enrolled to earn more than 26 credits.

Priority Charter Schools may define advanced courses and determine a coherent sequence of courses for an endorsement area, provided that prerequisites in 19 Administrative Code Chapters 110–118, 126, 127, and 130 are followed.

*Education Code 28.025; 19 TAC 74.13.*

i. Exception

A student may graduate under the foundation high school program without earning an endorsement if, after the student's sophomore year:

1. The student and the student's parent or person standing in parental relation to the student are advised by a school counselor of the specific benefits of graduating from high school with one or more endorsements; and

2. The student’s parent or person standing in parental relation to the student files with a school counselor’s written permission, on a form adopted by Texas Education Agency, allowing the student to graduate under the foundation high school program without earning an endorsement.

*19 TAC 74.11(d).*

**c) *Distinguished Level of Achievement***

A student may earn a distinguished level of achievement by successfully completing the curriculum requirements for the foundation high school program and the curriculum requirements for at least one endorsement, including four credits in science and four credits in mathematics, including Algebra II. *19 TAC 74.11(e).*

**d) *Texas First Early High School Completion Program***

High school students who demonstrate early readiness for college may graduate early from high school through the Texas First Early High School Completion Program (“the Program”).

Under the Program, Priority Charter Schools may issue a high school diploma to a student if, using the standards established under Education Code Section 28.0253(c), the student demonstrates mastery of and early readiness for college in each of the subject areas described by Section 28.0253(c) and in a language other than English, notwithstanding any other local or state requirements. A student who earns a high school diploma through the Program is considered to have earned a distinguished level of achievement under the foundation high school program adopted under Section 28.025.

*Education Code Section 28.0253(a)-(f).*

On a student’s initial enrollment in high school in a grade below grade 12, Priority Charter Schools shall provide to the student and the student’s parent or guardian information regarding:

1. requirements to earn a high school diploma under the Program; and
2. the Texas First Scholarship Program established under Subchapter K-1, Chapter 56.

*Education Code Section 28.0253(g).*

**e) *Prerequisites***

A student may not be enrolled in a course that has a required prerequisite unless:

1. The student has successfully completed the prerequisite course(s);
2. The student has demonstrated equivalent knowledge as determined by Priority Charter Schools; or
3. The student was already enrolled in the course in an out-of-state, an out-of-country, or a Texas nonpublic school and transferred to a Texas public school prior to successfully completing the course.

Priority Charter Schools may award credit for a course a student completed without having met the prerequisites if the student completed the course in an out-of-state, an out-of-country, or a Texas nonpublic school where there was not a prerequisite.

*19 TAC 74.11(i), (j).*

**f) *College Courses***

Courses offered for dual credit at or in conjunction with an institution of higher education that provide advanced academic instruction beyond, or in greater depth than, the essential knowledge and skills for the equivalent high school course required for graduation may satisfy graduation requirements, including requirements for required courses, advanced courses, and courses for elective credit as well as requirements for endorsements. *19 TAC 74.11(h).*

**g) *Languages Other than English***

Students may earn credit for language other than English in accordance with 19 Administrative Code 74.12(b)(5). A student who successfully completes a dual language immersion program may satisfy one credit of the two credits required in a language other than English in accordance with 19 Administrative Code 74.12(b)(5)(F). *19 TAC 74.12(b)(5).*

**h) *Physical Education Substitutions***

To the extent permitted by state rules applicable to the student’s graduation program, Priority Charter Schools shall award state graduation credit in physical education for participation in approved activities and elective courses.

Priority Charter Schools shall award state graduation credit in physical education for appropriate private or commercially sponsored physical activity programs conducted either on or off campus, upon approval by the Commissioner of Education (“Commissioner”).

A student who is unable to participate in physical activity due to disability or illness may substitute an academic elective credit in English language arts, mathematics, science, social studies, or a course that is offered for credit as provided by Education Code 28.002(g-1) for the required physical education credit. A credit allowed to be substituted may not also be used by the student to satisfy a graduation requirement other than completion of the physical education credit. The determination regarding a student's ability to participate in physical activity must be made by:

1. The student's admission, review, and dismissal ("ARD") committee if the student receives special education services;
2. The student's Section 504 Committee, if the student does not receive special education services under Education but is covered by Section 504; or
3. A committee, established by Priority Charter Schools, of persons with appropriate knowledge regarding the student if each of the committees described above is inapplicable. This committee must follow the same procedures required of an ARD or a Section 504 Committee.

*Education Code 28.025(b-10)–(b-11); 19 TAC 74.12(b)(6).*

**i) *Community-Based Fine Arts Programs***

In accordance with local Priority Charter Schools policy, the required fine arts credit may be earned through participation in a community-based fine arts program not provided by Priority Charter Schools. Such credit may be earned through participation in the community-based fine arts program only if the program meets each of the following requirements:

1. Priority Charter Schools must apply to the Commissioner for approval of the community-based fine arts program;
2. The State Board of Education must certify that the program provides instruction in the essential knowledge and skills for fine arts as defined by 19 Administrative Code Chapter 117, Subchapter C;
3. Priority Charter Schools must document student completion of the approved activity;
4. The program must be organized and monitored by appropriately trained instructors;
5. The fine arts program may be provided on or off a school campus and outside the regular school day; and
6. Students may not be dismissed from any part of the regular school day to participate in the community-based fine arts program.

Priority Charter Schools shall require that instructors of the community-based fine arts program provide Priority Charter Schools, at its request, the information necessary to obtain the criminal history record information required for school personnel in accordance with 19 Administrative Code Chapter 153, Subchapter DD, if the community-based program is offered on campus.

*Education Code 28.025(b-9); 19 TAC 74.12(b)(7)(B), .1030.*

BOARD ADOPTED: June 9, 2022

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**j) *Performance Acknowledgments***

In accordance with the requirements of 19 Administrative Code 74.14, a student may earn a performance acknowledgment on the student’s transcript for:

1. Outstanding performance:
  - a. In a dual credit course;
  - b. In bilingualism and biliteracy;
  - c. On a College Board advanced placement test or international baccalaureate examination;
  - d. On an established, valid, reliable, and nationally norm-referenced preliminary college preparation assessment instrument used to measure a student’s progress toward readiness for college and the workplace; or
  - e. On an established, valid, reliable, and nationally norm-referenced assessment instrument used by colleges and universities as part of their undergraduate admissions process; or
2. Earning a state-recognized or nationally or internationally recognized business or industry certification or license.

*Education Code 28.025(c-5); 19 TAC 74.14.*

**Sec. 3. TRANSFERS FROM OUT-OF-STATE OR NONPUBLIC SCHOOLS**

An out-of-state or out-of-country transfer student (including foreign exchange students) or a transfer student from a Texas nonpublic school is eligible to receive a Priority Charter Schools diploma, but must complete all applicable high school graduation requirements. Any course credits required for graduation that are not completed before enrollment may be satisfied through credit by examination, correspondence courses, distance learning, or completing the course, according to the provisions of 19 Administrative Code 74.26. *19 TAC 74.51(f), .61(i).*

**Sec. 4. STUDENTS RECEIVING SPECIAL EDUCATION SERVICES**

**a) *Definitions***

“Modified curriculum” and “modified content” refer to any reduction of the amount or complexity of the required knowledge and skills in 19 Administrative Code Chapters 110–118, 126–128, and 130. Substitutions that are specifically authorized in statute or rule must not be considered modified curriculum or modified content. *19 TAC 89.1070(l).*

“Employability and self-help skills” are those skills directly related to the preparation of students for employment, including general skills necessary to obtain or retain employment. *19 TAC 89.1070(j).*

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***b) Summary of Academic Achievement and Evaluation***

All students graduating must be provided with a summary of academic achievement and functional performance as described in 34 C.F.R. 300.305(e)(3). This summary must consider, as appropriate, the views of the parent and student and written recommendations from adult service agencies on how to assist the student in meeting postsecondary goals. An evaluation as required by 34 C.F.R. 300.305(e)(1) (evaluation to determine that the child is no longer a child with a disability), must be included as part of the summary for a student graduating under 19 Administrative Code 89.1070(b)(2)(A), (B), or (C) or (g)(4)(A), (B), or (C). Students who participate in graduation ceremonies but who are not graduating under subsections (b)(2)(A), (B), or (C) or (g)(4)(A), (B), or (C) and who will remain in school to complete their education do not have to be evaluated. *19 TAC 89.1070(h), (i).*

***c) Students Entering Grade 9 In or After the 2014-2015 School Year***

A student entering grade 9 in the 2014–2015 school year and thereafter who receives special education services may graduate and be awarded a regular high school diploma if the student meets one of the following conditions:

1. The student has demonstrated mastery of the required state standards (or Priority Charter Schools standards if greater) in 19 Administrative Code Chapters 110-118, 126–128, and 130 and satisfactorily completed credit requirements for graduation under the foundation high school program specified in 19 Administrative Code 74.12 applicable to students in general education as well as satisfactory performance on the required state assessments, unless the student’s ARD committee has determined that satisfactory performance on the required state assessments is not necessary for graduation.
2. The student has demonstrated mastery of the required state standards (or Priority Charter Schools standards if greater) in 19 Administrative Code Chapters 110–118, 126–128, and 130 and satisfactorily completed credit requirements for graduation under the foundation high school program through courses, one or more of which contain modified curriculum that is aligned to the standards applicable to students in general education, as well as satisfactory performance on the required state assessments, unless the student’s ARD committee has determined that satisfactory performance on the required state assessments is not necessary for graduation. The student must also successfully complete the student’s Individualized Education Program (“IEP”) and meet one of the following conditions:
  - a. Consistent with the IEP, the student has obtained fulltime employment, based on the student’s abilities and local employment opportunities, in addition to mastering sufficient self-help skills to enable the student to maintain the employment without direct and ongoing educational support of Priority Charter Schools.
  - b. Consistent with the IEP, the student has demonstrated mastery of specific employability skills and self-help skills that do not require direct ongoing educational support of Priority Charter Schools.

- c. The student has access to services that are not within the legal responsibility of public education or employment or educational options for which the student has been prepared by the academic program.
- d. The student no longer meets age eligibility requirements.

When a student receives a diploma under item 2(a), (b), or (c), above, the ARD committee must determine needed educational services upon the request of the student or parent to resume services, as long as the student meets the age eligibility requirements.

*19 TAC 89.1070(b), (k).*

**d) *Endorsements***

A student enrolled in a special education program may earn an endorsement on his or her transcript by:

1. Successfully completing, with or without modification of the curriculum:
  - a. The curriculum requirements identified by the State Board of Education for the foundation high school program; and
  - b. The additional endorsement curriculum requirements prescribed by the State Board of Education; and
2. Successfully completing all curriculum requirements for the endorsement adopted by the State Board of Education:
  - a. Without modification of the curriculum; or
  - b. With modification of the curriculum, provided that the modified curriculum is sufficiently rigorous as determined by the student's ARD committee.

The ARD committee shall determine whether the student is required to achieve satisfactory performance on an EOC instrument to earn an endorsement on the student's transcript.

*Education Code 28.025(c-7)-(c-8).*

**Sec. 5. GRADUATION OF MILITARY DEPENDENTS**

**a) *Course Waiver Requirements***

Priority Charter Schools shall waive specific courses required for graduation if similar coursework has been satisfactorily completed by a military student in another district or shall provide reasonable justification for denial. Should a waiver not be granted to a student who would qualify to graduate from the sending school, Priority Charter Schools shall provide an alternative means of acquiring required coursework so that graduation may occur on time.

**b) *Transfers During Senior Year***

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Should a military student transferring at the beginning or during the student’s senior year be ineligible to graduate from Priority Charter Schools after all alternatives have been considered, the sending district and Priority Charter Schools shall ensure the receipt of a diploma from the sending district, if the student meets the graduation requirements of the sending district.

**c) *Passing Standard Substitutions***

Priority Charter Schools may utilize a substitute passing standard adopted by the Commissioner on one or more national norm-referenced achievement tests for purposes of permitting a qualified military dependent to meet that standard as a substitute for completing a specific course otherwise required for graduation. The passing standard is available only for a student who enrolls in a public school in Texas for the first time after completing the ninth grade or who reenrolls in a Texas public school at or above the tenth-grade level after an absence of at least two years from Texas public schools. Each passing standard in effect when a student first enrolls in a Texas public high school remains applicable to the student for the duration of the student’s high school enrollment, regardless of any subsequent revision of the standard.

*Education Code 162.002 art. VII, §§ A, C.*

**Sec. 6. GRADUATION OF A STUDENT WHO IS HOMELESS OR IN CONSERVATORSHIP OF DFPS**

If an 11th or 12th grade student who is homeless or in the conservatorship of the Department of Family and Protective Services transfers to Priority Charter Schools and the student is ineligible to graduate from Priority Charter Schools, the public school from which the student transferred shall award a diploma at the student’s request, if the student meets the graduation requirements of the school from which the student transferred. *Education Code 28.025(i).*

Students shall be expected to make up assignments and tests after absences. Students shall receive a zero for any assignment or test not made up within the allotted time.

Teachers may assign additional work to ensure that students who have been absent have sufficient opportunity to master the Texas Essential Knowledge and Skills (TEKS) or to meet subject or course requirements. The assignments shall be based on the instructional objectives for the subject or course and may provide greater depth of subject matter than routine make-up work.

**Sec. 1. TESTS AND MAKEUP WORK**

Students shall be permitted to take tests administered in any class missed because of absence.

For any class missed, the teacher may assign the student make-up work based on the instructional objectives for the subject or course and the needs of the individual student in mastering the essential knowledge and skills or in meeting subject or course requirements.

A student shall be responsible for obtaining and completing the make-up work in a satisfactory manner and within the time specified by the teacher.

**Sec. 2. LATE PROJECTS**

Teachers may assign a late penalty to any project turned in after the due date in accordance with previously established guidelines approved by the Principal and disseminated to students.

**Sec. 1. COMPENSATORY SERVICES IN GENERAL**

Students at all grade levels who have been identified as being at-risk of dropping out of school, who are not performing at grade level, or who did not perform satisfactorily on a state-mandated assessment will be provided accelerated and/or compensatory educational services in accordance with applicable law and based on needs assessment. Principals are responsible for ensuring that each identified student receives such appropriate accelerated and/or compensatory services.

The services provided to each identified student shall be consistent with Priority Charter Schools 's goals and strategies for assisting students in need of academic assistance, and shall be reviewed for effectiveness at the close of each grading period.

Parents shall be encouraged to participate in the planning of educational services for their child and shall be kept informed regarding the child's progress toward educational goals. Parents of students who are not successful in meeting requirements for promotion shall be informed of any available options, such as an extended year program or summer school.

**Sec. 2. COMPENSATORY EDUCATION ALLOTMENT**

On a schedule adopted by the Commissioner of Education ("Commissioner"), Priority Charter Schools shall report to the Texas Education Agency ("TEA") the census block group in which each student enrolled in Priority Charter Schools who is educationally disadvantaged resides.

*Education Code 48.104(i).*

**a) Use**

At least 55% of Priority Charter Schools 's compensatory education funds must be used to:

1. Fund supplemental programs and services designed to eliminate any disparity in performance on assessment instruments administered under Education Code Chapter 39, Subchapter B, or disparity in the rates of high school completion between:
  - a. Students who are educationally disadvantaged and students who are not educationally disadvantaged; and
  - b. Students at risk of dropping out of school and all other students; or
2. Support a program eligible under Title I of the ESEA and its subsequent amendments, and by federal regulations implementing the ESEA.

*Education Code 48.104(i), (k).*

**Sec. 3. DROPOUT PREVENTION STRATEGIES**

Upon request from the Commissioner, Priority Charter Schools shall submit a plan describing the manner in which Priority Charter Schools intends to use its compensatory education allotment for developing and implementing research-based strategies for dropout prevention.

Priority Charter Schools shall submit its plan no later than December 1 of each school year preceding the school year in which Priority Charter Schools will receive the compensatory education allotment to which the plan applies.

Priority Charter Schools may not spend or obligate more than 25% of its compensatory education or high school allotment without approval by the Commissioner.

A plan required by the Commissioner shall:

1. Design a dropout recovery plan that includes career and technology education courses or technology applications courses that lead to industry or career certification;
2. Integrate into the dropout recovery plan research-based strategies to assist students in becoming able academically to pursue postsecondary education, including:
  - a. High-quality, college readiness instruction with strong academic and social supports;
  - b. Secondary to postsecondary bridging that builds college readiness skills, provides a plan for college completion, and ensures transition counseling; and
  - c. Information concerning appropriate supports available in the first year of postsecondary enrollment to ensure postsecondary persistence and success, to the extent funds are available for that purpose; and
3. Plan to offer advanced academic and transition opportunities, including dual credit courses and college preparatory courses, such as advanced placement courses.

Priority Charter Schools may enter into a partnership with a public junior college in order to fulfill a plan, in accordance with Education Code 29.402.

Any program designed to fulfill a plan must comply with the requirements of Education Code 29.081(e) and (f).

*Education Code 29.918.*

**Sec. 4. ACCELERATED READING INSTRUCTION PROGRAM**

Priority Charter Schools shall implement an accelerated reading instruction program that provides reading instruction that addresses reading deficiencies to each student in kindergarten, first grade, or second grade who is determined, on the basis of reading instrument results, to be at risk for dyslexia or other reading difficulties. The Superintendent shall determine the form, content, and timing of the program.

Priority Charter Schools shall provide additional reading instruction and intervention to each student given the seventh-grade reading assessment, as appropriate to improve the student's reading skills in the relevant areas identified through the assessment instrument.

*Education Code 28.006(g), (g-1).*

**Sec. 5. INTENSIVE PROGRAM OF INSTRUCTION**

**a) *State Assessments***

Priority Charter Schools shall offer an intensive program of instruction to a student who does not perform satisfactorily on a state assessment instrument or is not likely to receive a high school diploma before the fifth school year following the student's enrollment in grade nine, as determined by Priority Charter Schools. The program shall be designed to:

1. Enable the student to:
  - a. To the extent practicable, perform at the student's grade level at the conclusion of the next regular school term; or
  - b. Attain a standard of annual growth specified by Priority Charter Schools and reported by Priority Charter Schools to TEA; and
2. If applicable, carry out the purposes of Education Code 28.0211.

**b) *Students Receiving Special Education Services***

For a student in a special education program who does not perform satisfactorily on a state assessment instrument, the student's admission, review, and dismissal committee shall design the program to:

1. Enable the student to attain a standard of annual growth on the basis of the student's individualized education program; and
2. If applicable, carry out the purposes of Education Code 28.0211.

**c) *Graduation Requirements***

Priority Charter Schools shall use funds appropriated by the legislature for an intensive program of instruction to plan and implement intensive instruction and other activities aimed at helping a student satisfy state and local high school graduation requirements.

**d) *Final Determination***

Priority Charter Schools 's determination of the appropriateness of an intensive program of instruction for a student is final.

*Education Code 28.0213.*



**Sec. 1. STUDENT TESTING REQUIREMENTS**

All Priority Charter Schools students receiving instruction in the essential knowledge and skills shall take the appropriate criterion-referenced assessments, as required by Education Code, Chapter 39, Subchapter B.

*19 TAC 101.5(a).*

Unless exempted by applicable law, a student may not receive a high school diploma until the student has performed satisfactorily on applicable end-of-course (“EOC”) assessment instruments.

*Education Code 39.025(a); 19 TAC 101.4001.*

**Sec. 2. ENGLISH LEARNER STUDENTS**

In grades 3–12, English learner<sup>1</sup> students shall participate in the state assessment in accordance with the Commissioner of Education’s (“Commissioner”) rules at 19 TAC Chapter 101, Subchapter AA.

*Education Code 39.023(l), (m).*

**Sec. 3. SPECIAL EDUCATION**

The student’s admission, review, and dismissal (“ARD”) committee shall determine whether any allowable modification is necessary in administering to the student a required EOC assessment instrument and whether the student is required to achieve satisfactory performance on an EOC assessment instrument to receive a high school diploma.

*Education Code 39.025(a-4).*

**Sec. 4. MILITARY DEPENDENTS**

If a student is a military dependent, Priority Charter Schools shall accept:

1. Exit or EOC exams required for graduation from the sending state;
2. National norm-referenced achievement tests; or
3. Alternative testing, in lieu of testing requirements for graduation in the receiving state.

In the event the above alternatives cannot be accommodated for a military dependent transferring in his or her senior year, then the provisions of Education Code 162.002 art. VII, Section C shall apply.

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<sup>1</sup> In this policy, the term “English learner” is synonymous with “emergent bilingual” student, as that term is used in Subchapter B, Chapter 29, Education Code.

**a) *Substitute Passing Standard***

A substitute passing standard adopted by the Commissioner may be applied only for a qualified military dependent who enrolls in a Texas public school in this state for the first time after completing the ninth grade or who reenrolls in a Texas public school at or above the tenth-grade level after an absence of at least two years from Texas public schools. Each passing standard in effect when a student first enrolls in a Texas public high school remains applicable to the student for the duration of the student’s high school enrollment, regardless of any subsequent revision of the standard.

*Education Code 162.002 art. VII, §§ B–C.*

**Sec. 5. ADMINISTRATION OF ASSESSMENTS**

Priority Charter Schools shall follow the test administration procedures established by the Texas Education Agency (“TEA”) in the applicable test administration materials. The Superintendent shall be responsible for administering tests.

*19 TAC 101.25, 101.27.*

Beginning no later than the 2022-2023 school year, each assessment instrument required under Education Code 39.023(a), (c), or (l) must be administered electronically, unless otherwise provided by commissioner rule.

*Education Code 39.0234.*

**a) *Assessment Schedule***

The Commissioner shall specify the schedule for testing and field testing that is in compliance with Education Code 39.023(c-3) and supports reliable and valid assessments. Participation in University Interscholastic League (UIL) area, regional, or state competitions is prohibited on any days on which testing is scheduled between Monday and Thursday of the school week in which the primary administration of assessment instruments occurs. The Commissioner may provide alternate dates for the administration of tests required for a high school diploma to students who are migratory children and who are out of the state.

*19 TAC 101.25.*

**b) *Alternate Test Dates***

Priority Charter Schools or a campus may request from the Commissioner an alternate test date. Alternate test dates will only be allowed if Priority Charter Schools or campus is closed on the day on which testing is scheduled or if there is an exceptional circumstance, defined below, that may

affect Priority Charter Schools’ or campus’ ability to administer an assessment or the students’ performance on an assessment. “Exceptional circumstances” include:

1. Inclement weather or natural disasters that would cause Priority Charter Schools or campus to be closed or that would cause a small percentage of students to be in attendance on the day testing is scheduled;
2. Health epidemics that result in a large number of students being absent on the day of testing;
3. Death of a student or school official that may impact student performance; and
4. Sudden emergencies that occur on the day of testing or shortly before testing that may inhibit students from completing the assessments, such as a fire on campus, a bomb threat, an extended power outage, or a water main break.

If an alternate test date for primary test administration is approved, the Commissioner may prohibit Priority Charter Schools or campus from participating in UIL competition on the new test date if that is determined to be in the best interest of Priority Charter Schools, campus, and students.

*19 TAC 101.5003.*

#### **Sec. 6. NOTICE TO STUDENTS AND PARENTS**

The Superintendent shall be responsible for providing written notice to each student and the student’s parent or guardian of the testing requirements for graduation and the dates, times, and locations of testing. Notice of testing requirements shall be provided no later than the beginning of the student’s seventh-grade year. The Superintendent shall also provide such notice for students in grades 7–12 who are new to Priority Charter Schools. Notice of the dates, times, and locations of testing shall be provided to each student who will take the tests and to out-of-school individuals.

*19 TAC 101.3012(a).*

#### **Sec. 7. ASSESSMENTS IN GRADES 3–8**

Unless otherwise excepted or exempted by law, all students shall be assessed in:

1. Mathematics, annually in grades 3–8;
2. Reading, annually in grades 3–8;
3. Writing, including spelling and grammar, in grades 4 and 7;
4. Social studies in grade 8;
5. Science in grades 5 and 8; and
6. Any other subject and grade required by federal law.

*Education Code 39.023(a).*

**a) *Exception***

Except as required for purposes of federal accountability, a student shall not be administered a grade-level assessment if the student:

1. Is enrolled in a course or subject intended for students above the student’s enrolled grade level and will be administered a grade-level assessment instrument developed under the list above that aligns with the curriculum for that course or subject within the same content area; or
2. Is enrolled in a course for high school credit in a subject intended for students above the student’s enrolled grade level and will be administered an EOC assessment instrument that aligns with the curriculum for that course or subject within the same content area.

A student is only eligible to take an assessment instrument intended for use above the student’s enrolled grade if the student is receiving instruction in the entire curriculum for that subject.

A student in grade 5 or 8 described above may not be denied promotion on the basis of failure to perform satisfactorily on an assessment instrument above the student’s grade level.

*Education Code 28.0211(p), 39.023(a-2); 19 TAC 101.3011.*

**b) *Kindergarten Assessment***

A kindergarten student may not be administered an assessment instrument under Education Code 39.023 except to determine whether the student is entitled to the benefit of the Foundation School Program.

*Education Code 39.023(a-16).*

**c) *Prekindergarten Assessment***

A prekindergarten student’s performance on an assessment instrument may not be considered for any purpose related to Education Code Chapters 39 and 39A.

*Education Code 39.027.*

**d) *Assessment Accommodations***

Assessment accommodations are permitted for any student unless they would make a particular test invalid. Decisions regarding accommodations shall take into consideration the needs of the student and the accommodations the student routinely receives in classroom instruction. Permissible accommodations shall be described in the appropriate test administration materials.

The committee established to determine the placement of students with dyslexia or related disorders shall determine whether any allowable modification is necessary in administering an assessment to such a student. For a student receiving special education services, the ARD committee shall determine the allowable accommodations and shall document them in the student’s Individualized Education Program (“IEP”).

*19 TAC 101.3013; Education Code 39.023(a)-(c), (n); 34 CFR 300.320(a)(6).*

**Sec. 8. END-OF-COURSE ASSESSMENTS**

Students in grade 9 and above who are enrolled in a course for which an EOC assessment exists as required by Education Code 39.023(c) shall take the appropriate assessment.

*19 TAC 101.3021(a).*

**a) *Students Enrolled Below High School Level***

A student in grade 8 or lower who takes a high school course for credit is required to take the applicable EOC assessment. The EOC assessment result shall be applied toward the student’s assessment graduation requirements, as specified in 19 TAC 101.3022.

*19 TAC 101.3021(d).*

**b) *Assessment Requirements for Graduation***

A student must meet satisfactory performance on an EOC assessment listed in Education Code 39.023(c) only for a course in which the student is enrolled and for which an EOC assessment instrument is administered in order to be eligible to receive a Texas diploma.

**i. *Exceptions: English I or English II***

A student who was administered separate reading and writing EOC assessments under Education Code 39.023(c), for the English I or English II course has met that course’s assessment graduation requirement if the student has:

1. Achieved satisfactory performance on either the reading or writing EOC assessment for that course;
2. Met at least the minimum score on the other EOC assessment for that course; and
3. Achieved an overall scale score of 3750 or greater when the scale scores for reading and writing are combined for that course.

Exceptions related to English I also apply to English learners who meet the criteria in 19 TAC 101.1007.

ii. *Exceptions: Credits Earned Prior to Enrollment*

If a student earned high school credit for a course with an EOC assessment prior to enrollment in a Texas public school and the credit has been accepted by a Texas public school, or a student completed a course for Texas high school credit in a course with an EOC assessment prior to the 2011–2012 spring administration, the student is not required to take the corresponding EOC assessment.

*19 TAC 101.3021(e), .3022.*

**c) *Substitute Assessments***

A student may use certain assessments as substitute assessments in place of an EOC assessment, to meet the student’s assessment graduation requirements in accordance with the Commissioner’s chart at 19 TAC 101.4002(b). An approved substitute assessment may be used in place of only one specific EOC assessment.

A student is eligible to use a substitute assessment if the student meets all eligibility criteria listed in 19 TAC 101.4002(c)-(d).

A student electing to substitute an assessment for graduation purposes must still take the required EOC assessment if the student does not meet the eligibility requirements above.

A student who fails to perform satisfactorily on the PSAT or the ACT-PLAN as indicated in the chart at 19 TAC 101.4002(b) must take the appropriate EOC assessment to meet the assessment graduation requirements for that subject.

i. *Verification of Results*

An eligible student is responsible for providing Priority Charter Schools an official copy of the student’s scores from the substitute assessment. Upon receipt of official results of an approved substitute assessment, Priority Charter Schools must:

1. Verify the student’s score on the substitute assessment; and
2. Determine whether the student met the performance standard required to qualify for a public high school diploma in Texas as established by the Commissioner.

*19 TAC 101.4002, .4005.*

**d) *Satisfactory Performance***

A student is required to achieve a scale score that indicates satisfactory performance, as determined by the Commissioner, on each EOC assessment instrument administered to the student.

*Education Code 39.025(a).*

**e) Individual Graduation Committee**

A student in grade 11 or 12 who has failed to comply with the EOC assessment instrument performance requirements under Education Code 39.025 for not more than two courses may qualify to graduate on the basis of a review by an individual graduation committee (“IGC”).

*Education Code 28.0258, 39.025(a-2).*

**f) Special Education**

A student receiving special education services is not subject to the IGC requirements in Education Code 28.0258. As provided in 19 TAC 89.1070 (Graduation Requirements) and 19 TAC 101.3023 (Participation and Graduation Assessment Requirements for Students Receiving Special Education Services), a student's ARD committee determines whether a student is required to achieve satisfactory performance on an EOC assessment to graduate.

A student dismissed from a special education program who achieved satisfactory performance on an alternate EOC assessment while enrolled in a special education program is not required to take and achieve satisfactory performance on the general EOC assessment to graduate. A student who took an EOC assessment while enrolled in a special education program is not required to retake and achieve satisfactory performance on the EOC assessment if the student's ARD committee determined that the student was not required to achieve satisfactory performance on the EOC assessment to graduate. A student dismissed from a special education program must achieve satisfactory performance on any remaining EOC assessments that the student is required to take. If the student fails to achieve satisfactory performance on no more than two of the remaining EOC assessments, the student is eligible for IGC review under Education Code 28.0258 and is subject to the IGC provisions above.

*19 TAC 101.3022(f).*

A student receiving special education services who successfully completes the requirements of his or her IEP, including performance on a state assessment required for graduation, shall receive a Texas high school diploma. A student's ARD committee shall determine if the student will be required to meet satisfactory performance on an assessment for purposes of graduation.

All students in grades 9–12 with significant cognitive disabilities who are assessed with an alternate assessment as specified in the student's IEP will be assessed using alternate versions of EOC assessments as listed in 19 TAC 101.3011(b)(2).

*19 TAC 101.3023(a)-(b).*

**g) *Credit by Examination***

An EOC assessment administered under Education Code 39.023(c) cannot be used for purposes of credit by examination under 19 TAC 74.24.

*19 TAC 101.3021(c).*

**h) *Retakes***

Each time an EOC assessment instrument is administered, a student who failed to achieve a score requirement may retake the assessment instrument. A student is not required to retake a course as a condition of retaking an EOC assessment instrument. If a student failed a course but achieved satisfactory performance on the applicable EOC assessment, that student is not required to retake the assessment if the student is required to retake the course.

*Education Code 39.025(b); 19 TAC 101.3021(f), .3022(d).*

**Sec. 9. REPORTING RESULTS**

**a) *Public Reports***

Overall student performance data, aggregated by ethnicity, sex, grade level, subject area, campus, and district, shall be made available to the public, with appropriate interpretations, at regularly scheduled meetings of the Board, after receipt from TEA. The information shall not contain the names of individual students or teachers.

*Education Code 39.030(b).*

**b) *Reports to the Board***

The Superintendent shall accurately report all test results, with appropriate interpretations, to the Board according to the schedule in the applicable test administration materials.

**c) *Reports to Students, Parents, and Teachers***

Priority Charter Schools shall notify each of its students, his or her parent or guardian, and his or her teacher for that subject of test results, observing confidentiality requirements stated in Section 12-c below. All test results shall be included in each student's academic achievement record and shall be furnished for each student transferring to another district or school. Upon receipt of the assessment results from the test contractor, Priority Charter Schools shall disclose a student's assessment results to a student's teacher in the same subject area as the assessment for that school year.

*19 TAC 101.3014.*



The TEA has adopted a series of questions to be included in an EOC assessment instrument administered under Education Code 39.023(c) to be used for purposes of identifying students who are likely to succeed in an advanced high school course. Priority Charter Schools shall notify a student who performs at a high level on the questions and the student’s parent or guardian of the student’s performance and potential to succeed in an advanced high school course. Priority Charter Schools may not require a student to perform at a particular level on the questions to be eligible to enroll in an advanced high school course.

*Education Code 39.0233(b).*

**d) *Parent’s Right-to-Know Under ESSA***

As a condition of receiving assistance under Title I, Part A of the Elementary and Secondary Education Act (ESEA) (20 U.S.C. 6301 et seq.), Priority Charter Schools shall provide to each individual parent of a child who is a student in such school, with respect to such student information on the level of achievement and academic growth of the student, if applicable and available, on each of the state academic assessments required under Part A.

*20 U.S.C. 6312(e)(1)(B)(i).*

**Sec. 10. OUT-OF-STATE TRANSFERS**

Priority Charter Schools shall accurately report to TEA whether that student transferred into Priority Charter Schools from out of state during the current school year. Procedures for the reporting of out-of-state-transfer students to TEA shall be established in the applicable test administration materials. Priority Charter Schools shall follow procedures specified in those test administration materials.

The assessment results of the out-of-state transfer students shall be reported separately to Priority Charter Schools from the results of its other students in addition to the current reporting of assessment results for all students and other student subsets.

*19 TAC 101.3014.*

**Sec. 11. ACCELERATED INSTRUCTION**

Priority Charter Schools shall provide accelerated instruction to any student who fails to perform satisfactorily on a state assessment instrument in the manner required by applicable law. *See also* PG-2.20.

**Sec. 12. ASSESSMENT SECURITY AND CONFIDENTIALITY**

All assessment instruments included in the student assessment program are considered secure, and the contents of these tests, including student information used or obtained in their administration, are confidential.

The Superintendent and campus principals in all Priority Charter Schools shall:

1. Implement and ensure compliance with state test administration procedures and training activities;
2. Notify TEA as soon as Priority Charter Schools becomes aware of any alleged or suspected violation of the security or confidential integrity of an assessment;
3. Report all confirmed testing violations to TEA within 10 working days of Priority Charter Schools becoming aware of the violation in accordance with the reporting process stipulated in the test administration materials;
4. Ensure that the only individuals with access to secure assessment materials are Priority Charter Schools employees who have:
  - a. Met the requirements to participate in the student assessment program;
  - b. Received annual training in test security and test administration procedures; and
  - c. Signed an oath affirming they understand their obligation to maintain and preserve the security and confidentiality of all state assessments and student information, acknowledge their responsibility to report any suspected testing violation, and are aware of the range of penalties that may result from a violation of test security and confidentiality or a departure from test administration procedures; and
5. Ensure the security of assessment materials by:
  - a. Verifying that all boxes of testing materials have been accounted for and match Priority Charter Schools shipping notices upon receipt from the state's testing contractor(s);
  - b. Requiring campuses to immediately inventory all testing materials received and to notify the Priority Charter Schools testing coordinator of any shortages or discrepancies;
  - c. Immediately notifying the state's testing contractor(s) of any discrepancies between the materials received and Priority Charter Schools' shipping notices;
  - d. Placing test booklets and answer documents in secure, limited-access, locked storage when not in use;
  - e. Collecting and destroying any scratch paper, graph paper, or reference materials that students have written on, as well as any recordings, after the completion of a test administration;
  - f. Requiring that all secure materials assigned to individual campuses have been accounted for and packaged in accordance with the procedures for returning materials as detailed in the test administration materials;
  - g. Requiring that all test item image cards and photocopies or reproductions of secure test materials have been collected and returned to the Priority Charter Schools testing coordinator for return to the testing contractor(s); and
  - h. Maintaining inventory and shipping records for five years.

*19 TAC 101.3031(a)(1)-(a)(2).*

a) *Security and Confidentiality Violations*

Violations of the security and confidential integrity of an assessment include:

1. Directly or indirectly assisting students with responses to test questions;
2. Tampering with student responses;
3. Falsifying holistic ratings or student responses;
4. Viewing secure test content before, during, or after an administration unless specifically authorized by TEA or by the procedures outlined in the test administration materials;
5. Discussing or disclosing secure test content or student responses;
6. Scoring students' tests, either formally or informally;
7. Duplicating, recording, or electronically capturing confidential test content unless specifically authorized by TEA or by the procedures outlined in the test administration materials;
8. Responding to secure test questions;
9. Fraudulently exempting or preventing a student from participating in the administration of a required state assessment;
10. Receiving or providing unallowable assistance during calibration activities (e.g., taking notes, providing answer sheets, or sharing answers);
11. Encouraging or assisting an individual to engage in the conduct described in subparagraphs (1)-(10) above or in any other serious violation of security and confidentiality;
12. Failing to report to an appropriate authority that an individual has engaged or is suspected of engaging in conduct described in subparagraphs (1)-(11) above or in any other serious violation of security and confidentiality under this section;
13. Failing to implement sufficient procedures to prevent student cheating; and
14. Failing to implement sufficient procedures to prevent alteration of test documents by anyone other than the student.

i. *Consequences / Penalties*

If Priority Charter Schools determines that a student has cheated or attempted to cheat on a state assessment either by providing or receiving direct assistance, Priority Charter Schools shall invalidate the student's test results. Any violation of test security or confidential integrity may result in TEA:

1. Invalidating student test results;
2. Referring certified educators to the State Board for Education Certification for sanctions; and
3. Lowering Priority Charter Schools' accreditation status Priority Charter Schools' or campus's accountability ratings, or appointment of a monitor, conservator, or a management team in accordance with Education Code Chapter 39A.

ii. Test Administration Procedures and Training Activities

Test administration procedures shall be delineated in the test administration materials provided to Priority Charter Schools annually. Priority Charter Schools must comply with all of the applicable requirements specified in the test administration materials.

Priority Charter Schools shall ensure that test coordinators and administrators receive training to ensure that testing personnel have the necessary skills and knowledge required to administer assessment instruments in a valid, standardized, and secure manner.

iii. Record Retention

Priority Charter Schools shall maintain records related to the security of assessment instruments for five years.

*19 TAC 101.3031(a-3)-(d).*

iv. Development of Procedures

The Superintendent and each Principal must develop procedures to ensure the security and confidentiality of state assessments, and will be responsible for notifying TEA in writing of conduct that violates the security or confidentiality of an assessment.

**b) Minimize Disruptions**

In implementing the Commissioner’s procedures for the administration of assessment instruments adopted or developed under Education Code 39.023, including procedures designed to ensure the security of the assessment, Priority Charter Schools shall minimize disruptions to school operations and the classroom environment.

*Education Code 39.0301(a-1).*

**c) Assessment Confidentiality Results**

Individual student performance results are confidential and may be released only in accordance with the Family Educational Rights and Privacy Act of 1974 (FERPA).

*Education Code 39.030(b).*

**Sec. 1. UNSATISFACTORY PERFORMANCE ON ASSESSMENT INSTRUMENTS**

**a) *Accelerated Instruction: Grades 3–8***

Each time a student fails to perform satisfactorily on an assessment instrument in the third, fourth, fifth, sixth, seventh, or eighth grade, Priority Charter Schools shall provide to the student accelerated instruction in the applicable subject area during the subsequent summer or school year and either:

*Education Code 28.0211(a-1), (a-2), (n-1)*

**b) *Accelerated Instruction: High School Grades***

Each time a high school student fails to perform satisfactorily on an End-of-Course (“EOC”) assessment instrument, Priority Charter Schools shall provide to the student accelerated instruction in the subject assessed by the assessment instrument.

*Education Code 28.0217, 39.025(b-1).*

**Sec. 2. ACCELERATED INSTRUCTION REQUIREMENTS**

Accelerated instruction for students who fail to perform satisfactorily on State Assessments (STARR exams for students in grades 3-8, and EOC exams for students in grades 9-12):

1. May require participation of the student before or after normal school hours and may include participation at times of the year outside normal school operations; and
2. Must comply with the requirements for accelerated instruction required under Education Code 28.0211.

*Education Code 28.0217(b).*

Accelerated instruction for students who fail to perform satisfactorily on State Assessments (STARR exams for students in grades 3-8, and EOC exams for students in grades 9-12) shall be provided in the applicable subject area during the subsequent summer or school year and either;

1. Allow the student to be assigned a classroom teacher who is certified as a master, exemplary, or recognized teacher under Education Code 21.3521 for the subsequent school year in the applicable subject area; or
2. Provide the student supplemental instruction.

*Education Code 28.0211(a-1).*

***a) Supplemental Instruction***

If Priority Charter Schools receives funding under Education Code 29.0881, the Coronavirus Response and Relief Supplemental Appropriations Act, or the American Rescue Plan Act of 2021, the supplemental instruction provided by Priority Charter Schools must:

1. Include targeted instruction in the essential knowledge and skills for the applicable grade levels and subject area;
2. Be provided in addition to instruction normally provided to students in the grade level in which the student is enrolled;
3. Be provided for no less than 30 total hours during the subsequent summer or school year and, unless the instruction is provided fully during summer, include instruction no less than once per week during the school year;
4. Be designed to assist the student in achieving satisfactory performance in the applicable grade level and subject area;
5. Include effective instructional materials designed for supplemental instruction;
6. Be provided to a student individually or in a group of no more than three students, unless the parent or guardian of each student in the group authorizes a larger group;
7. Be provided by a person with training in the applicable instructional materials for the supplemental instruction and under the oversight of <<School Name>>; and
8. To the extent possible, be provided by one person for the entirety of the student's supplemental instruction period.

*Education Code 28.0211(a-4).*

***b) Student Transportation***

Priority Charter Schools shall be responsible for providing transportation to students required to attend accelerated instruction programs if these programs occur outside of regular school hours.

*Education Code 28.0211(j).*

***c) Limitations on Removing Students***

In providing accelerated instruction, Priority Charter Schools may not remove a student, except under circumstances for which a student enrolled in the same grade level who is not receiving accelerated instruction would be removed, from:

1. Instruction in the foundation curriculum and enrichment curriculum for the grade level in which the student is enrolled; or
2. Recess or other physical activity that is available to other students enrolled in the same grade level.

*Education Code 28.0211(a-3).*

***d) Placement After Promotion***

A student who fails to perform satisfactorily on a state assessment instrument and is promoted to the next grade level must be assigned in the subsequent school year in each subject in which the student failed to perform satisfactorily to a teacher who meets all state and federal qualifications to teach that subject and grade.

*Education Code 28.0211(n).*

**Sec. 3. ACCELERATED LEARNING COMMITTEE**

Priority Charter Schools shall establish an **Accelerated** Learning Committee (“ALC”) for each student who does not perform satisfactorily on:

1. The third-grade mathematics or reading assessment instrument;
2. The fifth-grade mathematics or reading assessment instrument; or
3. The eight-grade mathematics or reading assessment instrument.

*Education Code 28.0211(a).*

Each committee shall be composed of the principal or designee, the student’s parent or guardian, and the teacher of the subject of an assessment instrument on which the student failed to perform satisfactorily. Priority Charter Schools shall notify the parent or guardian of the time and place for convening the accelerated learning committee and the purpose of the committee.

*Education Code 28.0211(c).*

An ALC shall, not later than the start of the subsequent school year, develop an educational plan for the student that provides the necessary accelerated instruction to enable the student to perform at the appropriate grade level by the conclusion of the school year. The educational plan developed by an ALC must be documented in writing, and a copy must be provided to the student’s parent or guardian.

*Education Code 28.0211(f), (f-1).*

If a student who fails to perform satisfactorily on an assessment instrument specified above fails in the subsequent school year to perform satisfactorily on an assessment instrument in the same subject, the Superintendent or designee<sup>1</sup> shall meet with the student’s ALC to:

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<sup>1</sup> The Superintendent’s designee may be an employee of a regional education service center and may not be a person who served on the student’s ALC.

1. Identify the reason the student did not perform satisfactorily; and
2. Determine, in order to ensure the student performs satisfactorily on the assessment instrument at the next administration of the assessment instrument, whether:
  - a. The educational plan developed for the student must be modified to provide the necessary accelerated instruction for that student; and
  - b. Any additional resources are required for the student.

*Education Code 28.0211(f-4).*

During the school year, the student shall be monitored to ensure that he or she is progressing in accordance with the educational plan developed by the ALC. Priority Charter Schools shall administer to the student the assessment instrument for the grade level in which the student is placed at the time Priority Charter Schools regularly administers the assessment instruments for that school year.

#### **Sec. 4. PARENTAL INPUT ON ACCELERATED INSTRUCTION**

##### ***a) Parent Appeal of Educational Plan***

The Superintendent or designee shall develop a process to allow a parent to contest the content or implementation of an educational plan developed by a student’s accelerated learning committee. This process shall recognize the Board’s final authority to hear or decide parent and student grievances. The grievance process shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level. The Superintendent or designee shall ensure that the parent appeal process is made available to students and parents through the Student and Parent Handbook.

*Education Code 28.0211 (f-3)*

The Board shall retain final authority to hear or decide parent and student grievances. *19 TAC 100.1033(b)(14)(C)(i)*. The Board may conduct a closed meeting when hearing or deciding a parent or student grievance as allowed by applicable law.

*Gov’t Code Ch. 551, Subch. D.*

##### ***b) Parent Requests Concerning Classroom Assignments***

The Superintendent or designee shall establish a process allowing for the parent or guardian of a student who fails to perform satisfactorily on an assessment instrument for math or reading in the third, fifth, or eighth grade, request for a particular classroom teacher in the applicable subject area for the subsequent school year, if more than one classroom teacher is available. This process shall be included in <<School Name>>’s Student and Parent Handbook.



*Education Code 28.0211(a-5).*

***c) Parental Notification of Performance and Accelerated Instruction***

In addition to providing the accelerated instruction, Priority Charter Schools shall notify the student’s parent or guardian of:

1. The student’s failure to perform satisfactorily on the assessment instrument;
2. The accelerated instruction program to which the student is assigned; and
3. The possibility that the student might be retained at the same grade level for the next school year.

Whenever Priority Charter Schools is required to notify a parent or guardian about the requirements related to promotion and accelerated instruction, Priority Charter Schools shall make a good-faith effort to ensure that the notice is provided either in person or by regular mail, is clear and easy to understand, and is written in English or in the parent or guardian’s native language.

*Education Code 28.0211(d), (h).*

**Sec. 5. SPECIAL EDUCATION STUDENTS**

The admission, review, and dismissal (“ARD”) committee of a student who participates in <<School Name>>’s special education program and who does not perform satisfactorily on an assessment instrument and/or administered under Education Code 39.023(a) or (b) must meet to determine the manner in which the student will participate in an accelerated instruction program.

*Education Code 29.0211(i).*

**Sec. .1. DYSLEXIA AND RELATED DISORDERS**

The Board shall ensure that procedures are implemented for identifying and providing appropriate, evidence-based instructional services to students for dyslexia and related disorders. These procedures shall be implemented in accordance with the State Board of Education’s *Dyslexia Handbook: Procedures Concerning Dyslexia and Related Disorders (Dyslexia Handbook 2021 Update)*. 19 TAC 74.28. Priority Charter Schools shall provide a copy or a link to the electronic version of the *Dyslexia Handbook* to parents of children suspected to have dyslexia or a related disorder.

**Sec. .2. IDENTIFICATION AND TESTING**

Students enrolling in Priority Charter Schools shall be screened or tested, as appropriate, for dyslexia and related disorders at appropriate times in accordance with a program approved by the State Board of Education. This program includes a screening at the end of each school year for each student in kindergarten and each student in first grade.

Priority Charter Schools must make available a process for early identification, intervention, and support for students at risk for dyslexia and related disorders in accordance with the *Dyslexia Handbook*. Priority Charter Schools may not use early intervention strategies, including multi-tiered systems of support, to delay or deny the provision of a full and individual evaluation to a child suspected of having a specific learning disability, including dyslexia or a related disorder.

Screening and further evaluation should only be done by individuals or professionals who are trained to assess students for dyslexia and related disorders.

19 TAC 74.28(d), (j).

**a) *IDEA Referral***

If the team suspects that the student has dyslexia, a related disorder, or another disability included within the Individuals with Disabilities Education Act (“IDEA”), the team must refer the student for a full individual and initial evaluation (FIIE).

*Dyslexia Handbook: Procedures Concerning Dyslexia and Related Disorders (Dyslexia Handbook 2021 Update)*.

**b) *IDEA Notice***

Before a full individual and initial evaluation is conducted to determine whether a student has a disability under the IDEA, Priority Charter Schools must notify the student’s parent of its proposal to conduct an evaluation consistent with 34 CFR 300.503, provide all the information required in the above notice, and provide an opportunity for written consent for the evaluation. Priority Charter

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Schools must also provide a copy of the IDEA’s procedural safeguards. Notice required under 34 CFR 300.504 and a copy of Section 504 information required under Education Code 26.0081.

**c) *Parent Notification and Consent for FIE***

At least five school days before any identification or evaluation procedure is used with an individual service, Priority Charter Schools must provide written notification of the proposed identification or evaluation to the student’s parent. The notice must be in English, or to the extent practicable, the individual’s native language. The notice must include:

1. A reasonable description of the evaluation procedure to be used with the individual student;
2. Information related to any instructional intervention or strategy used to assist the student prior to evaluation;
3. An estimated timeframe within which the evaluation will be completed; and
4. Specific contact information for the campus point of contact, relevant parent training and information projects, and any other appropriate parent resources.

*19 TAC 74.28(f)*

**d) *Options and Services***

Parents of a student with dyslexia or a related disorder must be informed of all services and options available to the student, including general education interventions under response to intervention and multi-tiered systems of support models as required by Education Code 26.0081(d).

*19 TAC 74.28(f)-(h).*

**Sec. .3. TREATMENT**

Priority Charter Schools shall provide each identified student access at his or her campus to instructional programs and to the services of a teacher trained in dyslexia and related services. Priority Charter Schools may, with the approval of each student’s parents or guardians, offer additional services at a centralized location, so long as such centralized services do not preclude each student from receiving services at his or her campus.

*19 TAC 74.28(i).*

**a) *Reading Program***

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Priority Charter Schools shall purchase a reading program or develop its own reading program for students with dyslexia and related disorders that is aligned with the descriptors found in the *Dyslexia Handbook*.

Teachers who screen and treat these students must be trained in instructional strategies that utilize individualized, intensive, multi-sensory, phonetic methods and a variety of writing and spelling components described in the *Dyslexia Handbook*. The professional development activities specified by each school and/or campus planning committee shall include these instructional strategies.

*19 TAC 74.28(e).*

**b) *Reassessment***

Unless otherwise provided by law, a student determined to have dyslexia during testing or accommodated because of dyslexia may not be retested for dyslexia for the purpose of reassessing the student's need for accommodations until Priority Charter Schools reevaluates the information obtained from previous testing of the student.

**Sec. .4. PARENT EDUCATION PROGRAM**

Priority Charter Schools shall provide a parent education program for parents of students with dyslexia and related disorders. This program must include:

1. Awareness of characteristics of dyslexia and related disorders;
2. Information on testing and diagnosis of dyslexia;
3. Information on effective strategies for teaching dyslexic students;
4. Information on qualifications of those delivering services to students with dyslexia and related disorders;
5. Awareness of information on modification, especially modifications allowed on standardized testing;
6. Information on eligibility, evaluation requests, and services available under IDEA and Section 504; and
7. Contact information for the relevant regional and/or district specialists.

*Education Code 38.003; 19 TAC 74.28(l).*

**Sec. 1. ADMISSION, REVIEW AND DISMISSAL COMMITTEES**

Priority Charter Schools shall establish an admission, review, and dismissal (“ARD”) committee for each eligible student with a disability and for each student for whom a full and individual initial evaluation is conducted. The ARD committee shall be the individualized education program (“IEP”) team defined at 34 CFR 300.321.

**Sec. 2. ARD COMMITTEE RESPONSIBILITIES**

The ARD committee and Priority Charter Schools are responsible for:

1. Evaluating, reevaluating, and determining eligibility for special education and related services;
2. Placement of students with disabilities, including disciplinary changes in placement;
3. Development of student IEPs;
4. Development and implementation of service plans for students who have been placed by their parents in private schools and who have been designated to receive special education and related services;
5. Compliance with the least restrictive environment standard;
6. Compliance with state requirements for reading diagnosis and state assessments;
7. Development of personal graduation plans;
8. Development of accelerated instruction under Education Code 28.0211 and intensive programs of instruction under Education Code 28.0213;
9. Evaluation, placement, and coordination of services for students who are deaf, hard of hearing, blind, or visually impaired; and
10. Determining eligibility for extracurricular activities, under Education Code 33.081.

*34 CFR 300.116(a), 300.321(a); 19 TAC 89.1050(a).*

**Sec. 3. COMMITTEE MEMBERS**

Priority Charter Schools shall ensure that each ARD committee meeting includes:

1. The parents of a child with a disability;
2. At least one regular education teacher of the child (if the child is, or may be, participating in the regular education environment) who must, to the extent practicable, be a teacher who is responsible for implementing a portion of the student’s IEP;
3. At least one special education teacher, or where appropriate, at least one special education provider of the child;
4. A representative of Priority Charter Schools who:
  - a. Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of children with disabilities;
  - b. Is knowledgeable about the general education curriculum; and
  - c. Is knowledgeable about the availability of Priority Charter Schools ’s resources;

5. An individual who can interpret the instructional implications of evaluation results, who may be a member of team described in Section 3(2)-(6);
6. At the discretion of the parent or Priority Charter Schools, other individuals who have knowledge or special expertise regarding the child, including related services personnel as appropriate;
7. The child, whenever appropriate;
8. To the extent appropriate, with the consent of the parent(s) or a student who has reached the age of majority, a representative of any participating agency that is likely to be responsible for providing or paying for transition services;
9. A representative from career and technical education (“CTE”), preferably the teacher, when considering initial or continued placement of a student in CTE;
10. For a child who is an emergent bilingual student, a member of the child’s language-proficiency assessment committee (“LPAC”);
11. For a child with an auditory impairment, including deaf-blindness, a teacher who is certified in the education of children with auditory impairments; and
12. For a child with a visual impairment, including deaf-blindness, a teacher who is certified in the education of children with visual impairments.

*19 TAC 89.1050.*

A Priority Charter Schools member of the ARD committee shall not be required to attend an IEP meeting, in whole or in part, if the parent and Priority Charter Schools agree in writing that the attendance is not necessary because the member’s area of the curriculum or related services is not being modified or discussed during the meeting.

A Priority Charter Schools member of the ARD committee may be excused from attending an IEP meeting, in whole or in part, when the meeting involves a modification to or discussion of the member’s area of curriculum or related services if the parent, in writing, and Priority Charter Schools consent to the excusal and the member submits, in writing, to the parent and the ARD committee, input into the development of the IEP before the meeting.

*20 U.S.C. 1414(d)(1)(C); 34 CFR 300.321(e).*

**a) *Transition Meeting Membership***

If the ARD committee is meeting to consider postsecondary goals and the transition services needed to assist the student in reaching those goals, Priority Charter Schools shall invite:

1. The student. If the student does not attend, Priority Charter Schools shall take other steps to ensure that the student’s preferences and interests are considered.
2. To the extent appropriate, and with the consent of the parent or student who has reached the age of majority, a representative of any other agency that is likely to be responsible for providing or paying for transition services.

*34 CFR 300.321(b).*

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**Sec. 4. PARENTAL INVOLVEMENT**

Priority Charter Schools shall take steps to ensure that one or both of the parents of a student with a disability are present at each ARD committee meeting or are afforded the opportunity to participate, including:

1. Notifying the parents of the meeting early enough to ensure that they will have an opportunity to attend (the notice shall include all information required by applicable regulation); and
2. Scheduling the meeting at a mutually agreed time and place.

*34 CFR 300.322(a)-(b); 19 TAC 89.1050.*

**Sec. 5. ALTERNATIVE PARTICIPATION METHODS**

If neither parent can attend an ARD committee meeting, Priority Charter Schools must use other methods to ensure parent participation, including individual or conference telephone calls.

*20 U.S.C. 1414(f); 34 CFR 300.322(c).*

An ARD committee meeting may be conducted without a parent in attendance if Priority Charter Schools is unable to convince the parents that they should attend. In such event, Priority Charter Schools must keep a record of its attempts to arrange a mutually agreed time and place, such as:

1. Detailed records of telephone calls made or attempted and the results of those calls;
2. Copies of correspondence sent to the parents and any responses received; and
3. Detailed records of visits made to the parent's home or place of employment and the results of those visits.

*34 CFR 300.322(d).*

**Sec. 6. ARD COMMITTEE MEETINGS**

Priority Charter Schools shall initiate and conduct ARD committee meetings for the purpose of developing, reviewing, and revising the IEP of a student with a disability. The committee shall review each student's IEP periodically, and, if appropriate, revise the IEP. A meeting must be held for this purpose at least once a year. The ARD committee must also determine the child's placement once per year.

If the student has a behavioral intervention plan ("BIP") as part of the child's IEP, the ARD committee must review the BIP at least annually and more frequently if appropriate to address the safety of the student, the safety of others, or changes in the child's circumstances that may impact the child's behavior in accordance with TEC 29.005(h).

A meeting does not include informal or unscheduled conversations involving Priority Charter Schools personnel and conversations on issues such as teaching methodology, lesson plans, or

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coordination of service provision. A meeting also does not include preparatory activities that Priority Charter Schools personnel engage in to develop a proposal or response to a parent proposal that will be discussed at a later meeting.

*20 U.S.C. 1414(d)(4); 34 CFR 300.116(b)(1), 300.324(b), (c)(1); 300.501(b)(3).*

**a) Meeting at Parent Request**

Upon request of a written request for an ARD committee meeting from a parent, the Priority Charter Schools must (1) schedule and convene a meeting; or (2) within five school days, provide the parent with written notice explaining why the district refuses to convene a meeting.

*19 TAC 89.1050(e).*

**b) Transfer Students**

If a student transfers to Priority Charter Schools, and the student had a previous IEP in place, Priority Charter Schools shall provide the student with a free appropriate public education (“FAPE”), including services comparable to those described in the previous IEP, in consultation with the parents, until:

1. In the case of a student who transfers within the state, Priority Charter Schools adopts the previous IEP or develops, adopts, and implements a new IEP.
2. In the case of a student who had an IEP in effect in another state, Priority Charter Schools conducts an evaluation, if determined necessary by Priority Charter Schools, and develops, adopts, and implements a new IEP, if appropriate.

*20 U.S.C. 1414(d)(2)(C)(i); 34 CFR 300.323(e), (f).*

**c) Transfer of Records**

Priority Charter Schools shall take reasonable steps to promptly obtain the child’s records, including the IEP and supporting documents and any other records relating to the provision of special education or related services to the child, from the child’s previous district.

*20 U.S.C. 1414(d)(2)(C)(ii); 34 CFR 300.323(g).*

**d) Military Dependents**

Priority Charter Schools shall initially provide comparable services to a military student with disabilities based on his or her current IEP. This does not preclude Priority Charter Schools from performing subsequent evaluations to ensure appropriate placement of the student.

*Education Code 162.002 art. V, § C.*

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**Sec. 7. ELIGIBILITY DETERMINATIONS**

The group of qualified professionals that determines whether a child is a child with a disability and the child's educational needs is the ARD committee.

Evaluations and eligibility determinations shall adhere to the requirements set forth in the IDEA, the Texas Education Code, and their implementing regulations. For additional information, *see* PG-6.14 through 6.16.

*19 TAC 89.1040(b), 89.1050(a)(5); 34 CFR 300.306(a)(1).*

Priority Charter Schools shall provide a copy of the evaluation report and the documentation of determination of eligibility at no cost to the parent.

*20 U.S.C. 1414(b)(4)(B); 34 CFR 300.306(a).*

The ARD committee must make its decisions regarding a student's initial eligibility determination and, when appropriate, the student's IEP and placement within the timeframes prescribed by state and federal law.

*19 TAC 89.1011(d), (e).*

**Sec. 8. INDIVIDUALIZED EDUCATION PROGRAM**

Priority Charter Schools shall develop, review, and revise an IEP for each child with a disability, and Priority Charter Schools shall have an IEP in effect for each child with a disability at the beginning of each school year.

*20 U.S.C. 1412(a)(4),(d)(2)(A); 34 CFR 300.320(a).*

The term "individualized education program" or "IEP" means a written statement for each child with a disability that includes:

1. A statement of the child's present levels of academic achievement and functional performance;
2. A statement of measurable annual goals, including academic and functional goals;
3. A description of how the child's progress toward the annual goals will be measured and when periodic reports on the progress of the child will be provided;
4. A statement of the specific special education and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the child;
5. A statement of the program modifications or supports for school personnel that will be provided for the child;

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6. An explanation of the extent, if any, to which the child will not participate with nondisabled children in the regular class and in extracurricular and nonacademic activities;
7. The projected dates for initiation of services and modifications and the anticipated frequency, location, and duration of these services and modifications;
8. A statement of any individual appropriate accommodations that are necessary to measure the academic achievement and functional performance of the child on state or system-wide assessments;
9. If the ARD committee determines that the child must take an alternative assessment instead of a particular regular state or system-wide assessment, a statement of why the child cannot participate in the regular assessment and why the particular assessment selected is appropriate for the child;
10. Beginning not later than the first IEP to be in effect when the child is 16, or younger if determined appropriate by the ARD committee, and updated annually thereafter, a statement of appropriate, measurable postsecondary goals and transition services needed to assist the child in reaching those goals; and
11. Beginning not later than one year before the child reaches the age of 17, a statement that the child has been informed of the rights that will transfer to the child upon reaching the age of majority.

*20 U.S.C. 1414(d); 34 CFR 300.320; 19 TAC 89.1055.*

**Sec. 9. TRANSLATING IEPs**

If the child's parent is unable to speak English, Priority Charter Schools shall:

1. Provide the parent with a written or audio-taped copy of the child's IEP translated into Spanish if Spanish is the parent's native language; or
2. If the parent's native language is a language other than Spanish, make a good faith effort to provide the parent with a written or audiotaped copy of the child's IEP translated into the parent's native language.

*Education Code 29.005(d).*

**Sec. 10. AUTISM/PERVASIVE DEVELOPMENTAL DISORDERS**

For students with autism/pervasive developmental disorders, the following strategies shall be considered by the ARD committee, based on peer-reviewed, research-based educational programming practices to the extent practicable and, when needed, addressed in the IEP:

1. Extended educational programming;
2. Daily schedules reflecting minimal unstructured time and active engagement in learning activities;
3. In-home training and community-based training or viable alternatives that assist the student with the acquisition of social/behavioral skills;
4. Positive behavior support strategies based on relevant information;

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5. Beginning at any age, futures planning for integrated living, work, community, and educational environments that considers skills necessary to function in current and post-secondary environments;
6. Parent/family training and support, provided by qualified personnel with experience in Autism Spectrum Disorders (“ASD”);
7. Suitable staff-to-student ratio appropriate to identified activities and as needed to achieve social/behavioral progress based on the child’s developmental and learning level (acquisition, fluency, maintenance, generalization) that encourages work towards individual independence;
8. Communication interventions, including language forms and functions that enhance effective communication across settings;
9. Social skills supports and strategies based on social skills assessment/curriculum and provided across settings;
10. Professional educator/staff support; and
11. Teaching strategies based on peer-reviewed, research-based practices for students with ASD.

If the ARD committee determines that services are not needed in one or more of the areas in 1–11 above, the IEP shall include a statement reflecting that decision and the basis upon which the determination was made.

*19 TAC 89.1055(e)–(f).*

**Sec. 11. VISUAL IMPAIRMENT**

Priority Charter Schools shall adopt written procedures as required in Education Code 30.002(c)(10) for providing special education services to students with visual impairments, if such services are necessary.

*19 TAC 89.1075(b).*

An IEP for a student with a visual impairment must include instruction in braille unless the student’s ARD committee determines and documents that braille is not an appropriate literacy medium for the student, based on an evaluation of the student’s appropriate literacy media and literacy skills and the student’s current and future instructional needs.

*Education Code 30.002.*

**Sec. 12. STUDENTS WHO ARE DEAF OR HARD OF HEARING**

Priority Charter Schools must develop an IEP for students who are deaf or hard of hearing in which the students have an education in which their unique communication mode is respected, used, and developed to an appropriate level of proficiency.

*Education Code 29.303.*

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**Sec. 13. COLLABORATIVE PROCESS**

All members of the ARD committee shall have the opportunity to participate in a collaborative manner in developing the IEP. Decisions concerning the required elements of the IEP shall be made by agreement of the required members, if possible. The ARD committee may agree to an annual IEP or an IEP of shorter duration.

**a) *Recess***

When agreement about all required elements of the IEP is not achieved, the parent or adult student who disagrees shall be offered a single opportunity to have the ARD committee recess for a period not to exceed ten school days. This recess is not required when:

1. The student's presence on campus represents a danger of physical harm to the student or others;
2. The student has committed an expellable offense; or
3. The student has committed an offense that may lead to placement in a disciplinary alternative education program.

These requirements do not prohibit the members of the ARD committee from recessing an ARD committee meeting for reasons other than failure of the parents and Priority Charter Schools to reach agreement about all required elements of an IEP.

During the recess, the ARD committee members shall consider alternatives, gather additional data, prepare further documentation, and/or obtain additional resource persons to enable the ARD committee to reach agreement.

The date, time, and place for continuing the ARD committee meeting shall be determined by agreement before the recess.

*19 TAC 89.1050(g).*

When an ARD committee agrees to recess and reconvene due to a lack of mutual agreement about one or more required IEP elements, the parent or Priority Charter Schools may request an independent facilitator from the Texas Education Agency in accordance with 19 TAC 89.1197 and TEC 29.020.

**b) *No Agreement Reached***

If, after the ten-day recess, the ARD committee still cannot reach agreement, Priority Charter Schools shall implement the IEP that it has determined to be appropriate for the student. A written statement of the basis for the disagreement shall be included in the IEP. Each ARD committee member who disagrees with the IEP is entitled to include a statement of disagreement in the IEP.

*TEC 29.005(c); 19 TAC 89.1050(g).*

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When Priority Charter Schools implements an IEP with which the parents or an adult student disagree, it shall provide prior written notice in compliance with applicable regulations and Priority Charter Schools policy.

*19 TAC 89.1050.*

**Sec. 14. IEP MODIFICATION**

After a student’s annual ARD committee meeting, changes to an IEP may be made either by the entire ARD committee or by amending the IEP by agreement, rather than redrafting the entire IEP. To do so, the parent and Priority Charter Schools must agree to not convene an ARD committee meeting to amend the IEP and Priority Charter Schools must develop a written document to amend or modify the IEP.

Upon request, a parent shall be provided with a revised copy of the IEP with amendments incorporated.

Decisions regarding eligibility, changes of placement, and manifestation determination reviews may not be conducted through the amendment process.

*34 CFR 300.324(a)(4),(6).*

To the extent possible, Priority Charter Schools shall encourage the consolidation of reevaluation meetings for the child and other ARD committee meetings for the child.

*20 U.S.C. 1414(d)(3)(D)–(F); 34 CFR 300.324(a)(4)–(a)(6).*

**Sec. 15. LEAST RESTRICTIVE ENVIRONMENT**

Priority Charter Schools shall ensure that, to the maximum extent possible, children with disabilities shall be educated with children who are not disabled. Special classes, special schooling, or other removal of children with disabilities from the regular educational environment shall occur only when the nature or severity of the child’s disability is such that education in regular classes with the use of supplementary aids and services cannot be satisfactorily achieved.

*20 U.S.C. 1412(a)(5); 34 CFR 300.114(a)(2).*

**Sec. 16. EXTENDED SCHOOL YEAR SERVICES**

Priority Charter Schools shall ensure that ESY services are available as necessary to provide a student with a disability with a FAPE.

ESY services must be provided only if the ARD committee determines, on an individual basis, that the services are necessary for a FAPE. Priority Charter Schools may not limit ESY services to

particular categories of disability or unilaterally limit the type, amount, or duration of ESY services.

*34 CFR 300.106; 19 TAC 89.1065.*

**Sec. 17. GRADUATION**

A student receiving special education services who successfully completes the requirements of his or her IEP, including performance on a state assessment required for graduation, shall receive a high school diploma. A student's ARD committee shall determine if the student will be required to meet satisfactory performance on an assessment for purposes of graduation.

*19 TAC 101.3023(a).*

**Sec. 18. STATE ASSESSMENTS**

The TEA shall develop or adopt appropriate criterion-referenced alternative assessment instruments to be administered to each student in a special education program for whom a state assessment instrument adopted under Education Code 39.023(a), even with allowable accommodations, would not provide an appropriate measure of student achievement, as determined by the student's ARD committee, including assessment instruments approved by the Commissioner that measures growth. The assessment instruments developed or adopted, including the assessment instruments approved by the Commissioner, must, to the extent allowed under federal law, provide a district with options for the assessment of students.

The TEA may not adopt a performance standard that indicates that a student's performance on the alternate assessment does not meet standards if the lowest level of the assessment accurately represents the student's developmental level as determined by the student's ARD committee.

The student's ARD committee shall determine whether any allowable modification is necessary in administering to the student a required end-of-course ("EOC") assessment instrument under Education Code 39.023(c), and whether the student is required to achieve satisfactory performance on an EOC assessment instrument to receive a high school diploma.

**Sec. 19. TRANSPORTATION**

Priority Charter Schools shall provide special transportation with federal funds only when the ARD committee determines that the condition of the student warrants the service in order for the student to receive the special education and related services (if any) set forth in the IEP.

*19 TAC 89.1096(e).*

**Sec. 20. TRANSITION SERVICES**

**a) *Definitions***

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“Transition services” means a coordinated set of activities for a child with a disability that:

1. Is designed to be within a results-oriented process, that is focused on improving the academic and functional achievement of the child to facilitate the child’s movement from school to post-school activities, including postsecondary education, vocational education, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation.
2. Is based on the individual child’s needs, taking into account the child’s strengths, preferences, and interests; and includes:
  - a. Instruction;
  - b. Related services;
  - c. Community experiences;
  - d. The development of employment and other post-school adult living objectives; and
  - e. If appropriate, acquisition of daily living skills and provision of a functional vocational evaluation.

20 U.S.C. 1401(34); 34 CFR 300.43.

**b) Individual Transition Planning**

In accordance with Education Code 29.011 and 29.0111, not later than when a student reaches 14 years of age, the ARD committee must consider, and if appropriate, address the following issues in the IEP:

1. Appropriate student involvement in the student's transition to life outside the public school system;
2. If the student is younger than 18 years of age, appropriate parental involvement in the student's transition;
3. If the student is at least 18 years of age, appropriate parental involvement in the student's transition, if the parent is invited to participate by the student or Priority Charter Schools;
4. Any postsecondary education options;
5. A functional vocational evaluation;
6. Employment goals and objectives;
7. If the student is at least 18 years of age, the availability of age-appropriate instructional environments;
8. Independent living goals and objectives; and
9. Appropriate circumstances for referring a student or the student's parents to a governmental agency for services.

In accordance with 34 C.F.R. 300.320(b), beginning not later than the first IEP to be in effect when the student turns 16 years of age, or younger if determined appropriate by the ARD committee, and updated annually thereafter, the IEP must include the following:

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1. Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and, where appropriate, independent living skills; and
2. The transition services, including courses of study, needed to assist the student in reaching the postsecondary goals developed under paragraph (1) of this subsection.

*20 U.S.C. 1414(d)(1)(A)(i)(VIII), 1414(d)(6); 34 C.F.R. 300.320(b); Education Code 29.0111; 19 TAC 89.1055(h), (j).*

Priority Charter Schools shall post the transition and employment guide on the Priority Charter Schools website if Priority Charter Schools maintains a website; provide written information and, if necessary, assistance to a student or parent regarding how to access the electronic version of the guide at: (A) the first meeting of the student’s ARD committee at which transition is discussed; and (B) the first committee meeting at which transition is discussed that occurs after the date on which the guide is updated. Upon request, Priority Charter Schools shall provide a printed copy of the guide to a student or parent.

*Education Code 29.0112.*

**c) Graduation**

Graduation with a regular high school diploma under 19 TAC 89.1070(b)(1), (b)(2)(D), (f)(1), (f)(2), or (f)(3)(D) terminates a student’s eligibility for special education services. For students who receive a diploma according to 19 TAC 89.1070(b)(2)(A), (B), or (C) or (f)(3)(A), (B), or (C), the ARD committee shall determine needed educational services upon the request of the student or parent to resume services, as long as the student meets the age requirements.

Graduation from high school with a regular diploma constitutes a change in placement that requires written prior notice to parents.

Priority Charter Schools is not required to conduct an evaluation before termination of eligibility due to graduation from secondary school with a regular high school diploma or due to exceeding the age eligibility for a FAPE under state law.

Priority Charter Schools shall provide the child with a summary of the child’s academic achievement and functional performance, which shall include recommendations on how to assist the child in meeting the child’s postsecondary goals.

*20 U.S.C. 1414(c)(5); 34 CFR 300.102(a)(3), 300.305(e)(2); 19 TAC 89.1070.*

**Sec. 21. BEHAVIOR IMPROVEMENT PLANS/BEHAVIOR INTERVENTION PLANS**

The ARD committee may determine that a behavior improvement plan or a behavioral intervention plan (“BIP”) is appropriate for a student with an IEP. If deemed appropriate, the BIP shall be



included as part of the student's IEP and provided to each teacher with responsibility for educating the student.

If a BIP is included as part of a student's IEP, the ARD committee shall review the plan at least annually and more frequently if appropriate to address:

1. changes in a student's circumstances that may impact the student's behavior, such as:
  - a. the placement of the student in a different educational setting;
  - b. an increase or persistence in disciplinary actions taken regarding the student for similar types of behavioral incidents;
  - c. a pattern of unexcused absences; or
  - d. an unauthorized unsupervised departure from an educational setting; or
2. the safety of the student or others.

*Education Code 29.005(g),(h).*

**Sec. 22. COVID-19 SPECIAL EDUCATION RECOVERY ACT<sup>1</sup>**

**Commented [A1]:** Expires Sept. 1, 2023

**a) *IEP Supplement Applicability***

Not later than May 1, 2022, <<School Name> shall prepare a supplement to be included with the IEP developed under Education Code 29.005(b) for each child who was enrolled in <<School Name's>> special education program during the 2019-2020 school year or the 2020-2021 school year.

**b) *Required Content***

The supplement must include information indicating:

1. if applicable, whether the written report of the child's full individual and initial evaluation under Education Code 29.004 was completed during the 2019-2020 school year or the 2020-2021 school year and, if so, whether the report was completed by the date required under section 29.004;
2. if applicable, whether the child's initial IEP was developed under Education Code 29.005(b) during the 2019-2020 school year or the 2020-2021 school year and, if so, whether the program was developed by the date required under 34 CFR 300.323(c)(1);
3. whether the provision of special services to the child under an IEP during the 2019-2020 school year or the 2020-2021 school year was interrupted, reduced, delayed, suspended, or discontinued; and
4. whether compensatory educational services are appropriate for the child based on the information under (1)-(3) above or any other factors.

**c) *Exception***

<sup>1</sup> The provisions set forth in Section 22 expire Sept. 1, 2023.

Education Code 29.0052 does not apply to a child if during the 2020-2021 school year the child's IEP documents the information described in Subsections (b)(1)-(4) above.

*Education Code 29.0052.*

**Sec. 23. SUPPLEMENTAL SPECIAL EDUCATION SERVICES PROGRAM**

The Texas Education Agency ("TEA") shall establish and administer a supplemental special education services program under Chapter 29, Education Code, Subchapter A-1 ("the SSES Program"). The SSES Program provides a grant of not more than \$1,500 to the parent of an eligible student for purchase certain supplemental special education services and supplemental special education instructional materials.

***a) ARD Committee Duties***

For a student who has been approved to participate in the SSES Program, the ARD committee shall meet and provide to the parent:

1. Information regarding the types of supplemental special education services available under the SSES Program and provided by TEA-approved providers for which an account maintained under Education Code 29.042(b) may be used; and
2. Instructions regarding accessing the SSES Program account.

*Education Code 29.048(b).*

***b) ARD Committee Prohibited Considerations***

The ARD committee shall not consider a student's receipt of services under the SSES Program when developing the student's IEP.

*Education Code 29.048(a).*

**Sec. 1. STUDENTS WHO TRANSFER WITH AN IEP DURING THE SAME SCHOOL YEAR**

***a. Texas Transfers***

When a student transfers to Priority Charter Schools from another school within Texas, Priority Charter Schools shall provide a free appropriate public education (“FAPE”) to the student. Priority Charter Schools shall provide comparable services as those described in the individualized education program (“IEP”) the student transferred with until Priority Charter Schools adopts the student’s IEP from the previous school, or develops, adopts, and implements a new IEP.

*34 CFR 300.323(e); 19 TAC 89.1050(j)(1).*

***b. Out-of-State Transfers***

If the student with a disability transfers to Priority Charter Schools from a school outside of Texas, Priority Charter Schools shall provide the student with FAPE, including comparable services, until Priority Charter Schools conducts an evaluation and develops, adopts, and implements a new IEP.

A new IEP must be implemented within 30 school days from the date the student is verified as being a student eligible for special education services.

*34 CFR 300.323(f); 19 TAC 89.1050(j)(2).*

If a student transfers from Priority Charter Schools Priority Charter Schools will furnish the student’s special education records to the student’s new school not later than the 10th working day after the date a request for the information is received by Priority Charter Schools.

*19 TAC 89.1050(j)(3).*

**Sec. 2. STUDENTS WHO TRANSFER WITH AN IEP DURING THE SUMMER**

A student with a disability who has an IEP in place from a previous in- or out-of-state LEA and who enrolls in a new LEA during the summer is not considered a transfer student for the purposes of 34 CFR 300.323(e) or (f) and corresponding state law and/or regulations.

The new LEA must; (1) implement the IEP from the previous LEA in full on the first day of class of the new school year; or (2) must convene an ARD committee meeting during the summer to revise the student's IEP for implementation on the first day of class of the new school year.

*19 TAC 89.1050(j)(4).*

**Sec. 1. PREKINDERGARTEN PROGRAMS**

The education of students with disabilities can be made more effective by providing incentives for whole-school approaches, scientifically-based early reading programs, positive behavioral interventions and supports, and early intervening services to reduce the need to label students as disabled in order to address the learning and behavioral needs of such students.

*20 U.S.C. 1400(c)(5)(F).*

In implementing coordinated, early intervening services, Priority Charter Schools may carry out activities that include:

1. professional development (which may be provided by entities other than local educational agencies) for teachers and other school staff to enable such personnel to deliver scientifically based academic instruction and behavioral interventions, including scientifically based literacy instruction, and, where appropriate, instruction on the use of adaptive and instructional software; and
2. providing educational and behavioral evaluations, services, and supports, including scientifically based literacy instruction.

*20 U.S.C. 1413(f)(2); 34 CFR 300.226(b).*

An early intervention service (including a response-to-intervention or (RTI)) process cannot delay the initial evaluation for special education services of a student suspected of having a disability. A parent may request an evaluation at any time to determine whether the student is a student with a disability. If a parent requests an evaluation and Priority Charter Schools agrees that the student may be eligible for special education, Priority Charter Schools must evaluate the student. If Priority Charter Schools denies the parent's request for evaluation, Priority Charter Schools shall provide notice to the parent explaining the basis for the refusal. The parent may challenge the refusal to evaluate through the impartial hearing process.

*20 U.S.C. 1413(f)(3); 34 CFR 300.226(c).*

**Sec. 2. BILINGUAL EDUCATION PROGRAM**

Priority Charter Schools shall identify emergent bilingual students based on state criteria. Priority Charter Schools shall provide an appropriate Bilingual Education (BE) or English as a Second Language (ESL) program conducted by teachers certified for such courses.

*Education Code Chapter 29, Subchapter B; 19 TAC 89.1201-1265; Education Code 29.060(a).*

**Sec. 3. STUDENT WITH DISABILITIES AND EMERGENT BILINGUAL STUDENTS**

Priority Charter Schools shall ensure that an emergent bilingual student who also qualifies for special education services as a student with a disability under the Individuals with Disabilities Education Act is not refused services in a bilingual education or English as a second language program solely because the student has a disability.

*19 TAC 89.1230.*

**Sec. 4. APPLICABILITY OF TITLE RELATING TO BILINGUAL EDUCATION**

An open-enrollment charter school is subject to a prohibition, restriction, or requirement, as applicable, imposed by Title 2 (Public Education) of the Texas Education Code, or a rule adopted under Title 2 (Public Education) of the Texas Education Code, relating to bilingual education under Subchapter B (Bilingual Education and Special Language Programs), Chapter 29, Texas Education Code.

*Education Code 12.104(b)(2)(G).*

Priority Charter Schools adopts the requirements of Subchapter B (Bilingual Education and Special Language Programs), Chapter 29, Texas Education Code pursuant to Education Code 12.104(b)(2)(G).

**Sec. 5. ESTABLISHMENT OF BILINGUAL EDUCATION AND SPECIAL LANGUAGE PROGRAM**

Priority Charter Schools shall establish a BE or ESL program as required by Education Code Section 29.053 (Establishment of Bilingual Education and Special Language Programs) and in accordance with the procedures established by the Texas Education Agency (“TEA”), unless otherwise excepted under Education Code 29.054 (Exception).

**PRIORITY CHARTER SCHOOLS LANGUAGE PROFICIENCY ASSESSMENT COMMITTEES**

Priority Charter Schools shall further establish a Language Proficiency Assessment Committee (“LPAC”) that complies with Education Code Section 29.063. The LPAC shall select the appropriate assessment option for each English language learner (ELL) in accordance with this subchapter. For each ELL who receives special education services, the student's admission, review, and dismissal (“ARD”) committee in conjunction with the student’s LPAC shall select the appropriate assessments. The LPAC shall document the decisions and justifications in the student's permanent record file, and the ARD committee shall document the decisions and justifications in the student’s individualized education program. Assessment decisions shall be made on an individual student basis and in accordance with administrative procedures established by the TEA.

*19 TAC 101.1005(a).*

**Sec. 6. PROGRAM CONTENT; METHOD OF INSTRUCTION**

Priority Charter Schools' bilingual education program's content and instruction shall comply with Education Code Section 29.055.

**Sec. 7. ENROLLMENT OF STUDENTS IN PROGRAM**

Priority Charter Schools shall comply with the TEA criteria for identification, assessment, and classification of emergent bilingual students eligible for entry into the program or exit from the program.

*Education Code 29.056(a); 19 TAC 89.1226.*

The student's parent must approve a student's entry into the program, exit from the program, or placement in the program. The open-enrollment charter school or parent may appeal the decision under Education Code Section 29.064.

*Education Code 29.056(a).*

Priority Charter Schools, through its LPAC, shall evaluate and consider reenrollment of students who have transferred out of a bilingual education or special language program under Education Code Section 29.056(h) as required by Education Code Section 29.0561.

**Sec. 8. FACILITIES; CLASSES**

Priority Charter Schools shall ensure that bilingual education and special language programs are located in the regular public charter school rather than in separate facilities.

*Education Code 29.057.*

**Sec. 9. ENROLLMENT OF STUDENTS WHO ARE NOT EMERGENT BILINGUAL STUDENTS.**

Priority Charter Schools ensures that enrollment of students who do not have limited English proficiency may occur only if the requirements of Education Code Section 29.058 are met.

*Education Code 29.058.*

**Sec. 10. COOPERATION AMONG SCHOOLS**

Priority Charter Schools may cooperate with other schools to provide a bilingual education or special language program.

*Education Code 29.059.*

**Sec. 11. PRESCHOOL, SUMMER SCHOOL, AND EXTENDED TIME PROGRAMS**

Each open-enrollment charter school that is required to offer a bilingual education or special language program shall offer a voluntary program for students of limited English proficiency who will be eligible for admission to kindergarten or the first grade at the beginning of the school year. A school that operates on a system permitted by the Texas Education Code other than a semester system shall offer 120 hours of instruction on a schedule the governing board establishes. The program shall meet the requirements of Education Code Section 29.060.

*Education Code 29.060(a).*

Enrollment of a student in the program is optional with the parent of the student.

*Education Code 29.060(b).*

The program must be an intensive bilingual education or special language program that meets standards established by the Texas Education Agency. The student/teacher ratio for the program may not exceed 18:1.

*Education Code 29.060(c).*

Priority Charter Schools may establish on a full- or part-time basis summer school, extended day, or extended week bilingual education or special language programs for students of limited English proficiency and may join with other schools or schools in establishing the programs.

*Education Code 29.060(d).*

The programs required or authorized by Education Code Section 29.060 may not be a substitute for programs required to be provided during the regular school year.

*Education Code 29.060(e).*

The legislature may appropriate money from the foundation school fund for support of a program under Education Code Section 29.060(a).

*Education Code 29.060(f).*

**Sec. 12. BILINGUAL EDUCATION AND SPECIAL LANGUAGE PROGRAM TEACHERS**

Priority Charter Schools shall ensure that bilingual education and special language program teachers are properly certified.

*Education Code 29.061.*

**Sec. 13. APPEALS**

A parent of a student enrolled in a bilingual education or special language program may appeal to the Commissioner of Education if Priority Charter Schools fails to comply with the requirements established by law or by the TEA. If the parent disagrees with the placement of the student in the program, the parent may appeal that decision to the Board. Appeals shall be conducted in accordance with procedures adopted by the Commissioner of Education under Chapter 157 of the Texas Administrative Code.

*Education Code 29.064; 19 TAC 89.1240.*

**Sec. 14. PEIMS REPORTING REQUIREMENTS**

Priority Charter Schools shall meet Public Education Information Management System Reporting Requirements with respect to its bilingual education or special language programs.

*Education Code 29.066.*



**Sec. 1. ELIGIBILITY CRITERIA**

A student that is at least three years old but not more than 21 years of age may be eligible for special education services if the student is found to have a disability in one of the following categories, and, by reason of the disability, has need for special education and related services:

1. Autism
2. Deaf-blindness
3. Deaf or hard of hearing
4. Emotional disturbance
5. Intellectual disability
6. Multiple disabilities
7. Orthopedic impairment
8. Other health impairment
9. Specific learning disability
10. Speech impairment
11. Traumatic brain injury
12. Visual impairment
13. Noncategorical

*34 CFR 300.306(a)(5), 300.8; 19 TAC 89.1040(a).*

Additionally, a student is eligible to participate in Priority Charter Schools' special education program if the student is not more than 21 years of age and has a visual or auditory impairment that prevents the student from being adequately or safely educated in public school without the provision of special services.

*Education Code 29.003.*

**Sec. 2. DETERMINING ELIGIBILITY**

Following the completion of the full and individual initial evaluation, the student's admission, review, and dismissal ("ARD") committee must make an eligibility determination. The ARD committee members reviewing evaluations and date to determine eligibility must include a licensed specialist in school psychology ("LSSP"), an educational diagnostician, or other appropriately certified or licensed practitioner with experience, and a licensed or certified professional for a specific eligibility category defined below.

*19 TAC 89.1040(b).*

When interpreting evaluation data for the purpose of determining if a student is a student with a disability under 34 CFR 300.8 and the educational needs of the student, Priority Charter Schools shall:

1. Draw upon information from a variety of sources, including aptitude and achievement tests, parent input, and teacher recommendations, as well as information about the child's physical condition, social or cultural background, and adaptive behavior; and
2. Ensure that information obtained from all of these sources is documented and carefully considered.

If a student is determined to be a student with a disability and needs special education and related services, the ARD committee must develop an individualized education program ("IEP") for the student in accordance with 34 CFR 300.320 through 300.324 and corresponding state law.

*34 CFR 300.306.*

A student must not be determined to be a child with a disability if:

1. The determinant factor for that determination is:
  - a. lack of appropriate instruction in reading, including in the essential components of reading instruction;
  - b. lack of appropriate instruction in math; or
  - c. limited English proficiency/status as an emergent bilingual student; or
2. The child does not otherwise meet the eligibility criteria and 34 CFR 300.8(a).

*34 CFR 300.306(b).*

For children aged three through nine, or any subset of that age range, may be a child with a disability if the student is:

1. experiencing developmental delays, as defined by the State and as measured by appropriate diagnostic instruments and procedures, in one or more of the following areas: Physical development, cognitive development, communication development, social or emotional development, or adaptive development; and
2. needs special education and related services.

*34 CFR 300.8(b).*

### **Sec. 3. AUTISM**

A student with autism is one that meets the criteria outlined in 34 CFR 300.8(c)(1) of the IDEA. It also includes students with pervasive developmental disorders.

*19 TAC 89.1040(c)(1).*

Under IDEA, autism is a developmental disability significantly affecting a student's verbal and nonverbal communication and social interactions that adversely affects a student's educational performance. Engagement in repetitive activities and stereotyped movements, resistance to environmental change or change in daily routines, and unusual responses to sensory experiences are often associated with autism. Characteristics of autism are generally evident before age three.

A child who manifests the characteristics of autism after age three could be identified as having autism if the student meets the above criteria also defined in 34 CFR 300.8(c)(1)(i).

A student does not meet the eligibility category for autism if a student's educational performance is adversely affected primarily because the student has an emotional disturbance, as defined above and in 34 CFR 300.8(c)(4).

*34 CFR 300.8(c)(1).*

The written evaluation determining eligibility under autism must include recommendations for behavior interventions.

*19 TAC 89.1040(c)(1).*

#### **Sec. 4. DEAF-BLINDNESS**

A student is eligible under deaf-blindness if identified with hearing and visual impairments, the combination of which causes such severe communication and other developmental and educational needs that they cannot be accommodated in special education programs solely for students with deafness or students with blindness.

*34 CFR 300.8(c)(2).*

In addition to the Individuals with Disabilities Education Act ("IDEA") requirements, a student may be eligible if a student is found to:

1. meet the eligibility criteria for auditory impairment specified in subsection 19 TAC 89.1040(c)(3) and visual impairment specified in subsection 19 TAC 89.1040 (c)(12);
2. meet the eligibility criteria for a student with a visual impairment and has a suspected hearing loss that cannot be demonstrated conclusively, but a speech/language therapist, a certified speech and language therapist, or a licensed speech language pathologist indicates there is no speech at an age when speech would normally be expected;
3. have documented hearing and visual losses that, if considered individually, may not meet the requirements for auditory impairment or visual impairment, but the combination of such losses adversely affects the student's educational performance; or
4. have a documented medical diagnosis of a progressive medical condition that will result in concomitant hearing and visual losses that, without special education intervention, will adversely affect the student's educational performance.

*19 TAC 89.1040(c)(2).*

#### **Sec. 5. DEAF OR HARD OF HEARING**

A student who is deaf or hard of hearing is one who has been determined to meet the criteria for deafness as stated in 34 CFR 300.8(c)(3), or for students who are deaf or hard of hearing as defined in 34 CFR 300.8(c)(5).

The student's evaluation must include an otological examination performed by an otologist or by a licensed medical doctor, with documentation that an otologist is not reasonably available. Priority Charter Schools shall also conduct an audiological evaluation by a licensed audiologist. The evaluation must include a description of the implications of the hearing loss for the student's hearing in a variety of circumstances with or without recommended amplification.

*34 CFR 300.8(c)(3),(5); 19 TAC 89.1040(c)(3).*

### **Sec. 6. EMOTIONAL DISTURBANCE**

A student may be eligible for services as a student with an emotional disturbance if they exhibit one or more of the following characteristics over a long period of time and to a marked degree that adversely affects a child's educational performance:

1. An inability to learn that cannot be explained by intellectual, sensory, or health factors;
2. An inability to build or maintain satisfactory interpersonal relationships with peers and teachers;
3. Inappropriate types of behavior or feelings under normal circumstances;
4. A general pervasive mood of unhappiness or depression; or
5. A tendency to develop physical symptoms or fears associated with personal or school problems.

Emotional disturbance includes schizophrenia, but does not include children who are socially maladjusted, unless it is determined that they have an emotional disturbance. A written evaluation must include recommendations for behavior intervention strategies.

*34 CFR 300.8(c)(4); 19 TAC 89.1040(c)(4).*

### **Sec. 7. INTELLECTUAL DISABILITY**

A student qualifies as a student with an intellectual disability if the student has significantly sub-average general intellectual functioning, existing concurrently with deficits in adaptive behavior and manifested during the developmental period, that adversely affects a student's educational performance.

*34 CFR 300.8(c)(6); 19 TAC 89.1040(c)(5).*

### **Sec. 8. MULTIPLE DISABILITY**

A student may qualify as a student with multiple disabilities if they are identified to have a combination of impairments (such as intellectual disability-blindness or intellectual disability-orthopedic impairment) and the combination causes such severe educational needs that they cannot be accommodated in special education programs solely for one of the impairments. Multiple disabilities does not include deaf-blindness.

*34 CFR 300.8(c)(7).*

The impairments must be: (a) expected to continue indefinitely; and (b) severely limit performance in two or more of the following:

1. psychomotor skills;
2. self-care skills;
3. communication;
4. social and emotional development, or
5. cognition.

A student who qualifies for more than one impairment, but does not severely impair performance in one of the above categories, or is not expected to continue indefinitely, does not qualify as a student with multiple disabilities.

*19 TAC 89.1040(c)(6).*

### **Sec. 9. ORTHOPEDIC IMPAIRMENT**

A severe orthopedic impairment, including impairments caused by congenital anomaly, impairments caused by disease (e.g., poliomyelitis, bone tuberculosis), and impairments from other causes (e.g., cerebral palsy, amputations, and fractures or burns that cause contractures). If the impairment adversely impacts a student's educational performance, the student is eligible under this category.

*34 CFR 300.8(c)(8); 19 TAC 89.1040(c)(7).*

The multidisciplinary team determining eligibility under the criteria for an orthopedic impairment must include a licensed physician.

*19 TAC 89.1040(c)(7).*

### **Sec. 10. OTHER HEALTH IMPAIRMENT ("OHI")**

A student with OHI is one who has been determined to meet the criteria for OHI due to chronic or acute health problems.

*19 TAC 89.1040(c)(8).*

OHI means having limited strength, vitality, or alertness that adversely affects a child's educational performance.

*34 CFR 300.8(c)(9)(i).*

The term "health problems" includes:

1. Asthma;
2. Attention Deficit Disorder or Attention Deficit Hyperactivity Disorder;
3. Diabetes;
4. Epilepsy;
5. Heart Condition;
6. Hemophilia;
7. Lead poisoning;
8. Leukemia;
9. Nephritis;
10. Rheumatic Fever;
11. Sickle Cell Anemia; or
12. Tourette Syndrome.

*19 TAC 89.1040(c)(8); 34 CFR 300.(c)(9)(i).*

“Limited alertness” includes a heightened alertness to environmental stimuli that results in limited alertness with respect to the educational environment.

*34 CFR 300.8(c)(9).*

In determining eligibility, Priority Charter Schools shall must include a licensed physician on the multidisciplinary team.

*19 TAC 89.1040(c)(8).*

### **Sec. 11. SPECIFIC LEARNING DISABILITY**

Specific learning disability (or “SLD”) includes a disorder in one or more of the basic psychological processes involved in understanding or in using language, spoken or written, that may manifest itself in the imperfect ability to listen, think, speak, read, write, spell, or to do mathematical calculations.

SLD includes conditions such as perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia, and developmental aphasia.

A specific learning disability does not include learning problems that are primarily the result of visual, hearing, or motor disabilities, of intellectual disability, of emotional disturbance, or of environmental, cultural, or economic disadvantage.

*34 CFR 300.8(c)(10); 19 TAC 89.1040(c)(9).*

In addition to being identified as having a disorder that impacts a basic psychological process, Priority Charter Schools shall also show that the student does not achieve adequately for the

student's age or meet state-approved grade-level standards in oral expression, listening comprehension, written expression, basic reading skill, reading fluency skills, reading comprehension, mathematics calculation, or mathematics problem solving when provided appropriate instruction, as indicated by performance on multiple measures such as in-class tests; grade average over time (e.g. six weeks, semester); norm- or criterion- referenced tests; statewide assessments; or a process based on the child's response to scientific, research-based intervention. Priority Charter Schools' evaluation must also show that the student:

1. does not make sufficient progress when provided a process based on the student's response to scientific, research-based intervention (as defined in 20 USC, §7801(37)), as indicated by the student's performance relative to the performance of the student's peers on repeated, curriculum-based assessments of achievement at reasonable intervals, reflecting student progress during classroom instruction; or
2. the student exhibits a pattern of strengths and weaknesses in performance, achievement, or both relative to age, grade-level standards, or intellectual ability, as indicated by significant variance among specific areas of cognitive function, such as working memory and verbal comprehension, or between specific areas of cognitive function and academic achievement.

*19 TAC 89.1040(c)(9).*

Prior to identifying a student as one with a learning disability, Priority Charter Schools shall ensure that the suspected disability is not due to lack of educational opportunity or lack of appropriate instruction. Priority Charter Schools shall consider data that shows the student has received appropriate instruction in math and reading in the general education setting. Priority Charter Schools shall also consider documentation of repeated assessments of achievement at reasonable intervals, reflecting formal evaluation of student progress during instruction. This may include, but is not limited to, RTI progress results, in-class tests on grade-level curriculum, or other regularly administered assessments. Intervals are considered reasonable if consistent with the assessment requirements of a student's specific instructional program.

*19 TAC 89.1040(c)(9).*

For more information related to SLD and dyslexia, see PG.-2.27.

## **Sec. 12. SPEECH IMPAIRMENT**

A communication disorder, such as stuttering, impaired articulation, a language impairment, or a voice impairment, that adversely affects a child's educational performance. The evaluation team shall include a certified speech and hearing therapist, a certified speech and language therapist, or a licensed speech/language pathologist.

*34 CFR 300.8(c)(11); 19 TAC 89.1040(c)(10).*

## **Sec. 13. TRAUMATIC BRAIN INJURY**

An acquired injury to the brain caused by an external physical force, resulting in total or partial functional disability or psychosocial impairment, or both, that adversely affects a student's educational performance. Traumatic brain injury applies to open or closed head injuries resulting in impairments in one or more areas, such as cognition; language; memory; attention; reasoning; abstract thinking; judgment; problem-solving; sensory, perceptual, and motor abilities; psychosocial behavior; physical functions; information processing; and speech. Traumatic brain injury does not apply to brain injuries that are congenital or degenerative, or to brain injuries induced by birth trauma.

Priority Charter Schools shall include a licensed physician, and a licensed specialist in school psychology (LSSP), an educational diagnostician, or other appropriately certified or licensed practitioner with experience and training in this area to review the data and determine eligibility.

*19 TAC 89.1040(c)(11).*

#### **Sec. 14. VISUAL IMPAIRMENT**

A child with a visual **impairment** is one who has been determined to meet the criterial for visual impairment.

*34 CFR 300.8(c)(13); 19 TAC 89.1040(c)(12).*

The term “visual impairment including blindness” means an impairment in vision that, even with correction, adversely affects the student's educational performance, and includes both partial sight and blindness.

*34 CFR 300.8(c)(13).*

Evaluation, eligibility, and ARD committee requirements shall adhere to federal and state law.

*34 CFR 300.8(c)(13); Education Code 30.002(c-1); 19 TAC 89.1040(c)(12).*

#### **Sec. 15. NONCATEGORICAL**

A student between the ages of 3-5 who is evaluated as having an intellectual disability, an emotional disturbance, a specific Priority Charter Schools learning disability, or autism may be described as noncategorical early childhood.

*19 TAC 89.1040(c)(13).*





Intro

## 2022–2023 Allotment & TEKS Certification Form

In accordance with [TEC 31.04](#), school districts and charter schools are required to certify annually to the State Board of Education and the commissioner that, for each subject in the required curriculum other than physical education, students have access to instructional materials that cover all the Texas Essential Knowledge and Skills (TEKS). Districts and charters will be unable to order 2022–23 instructional materials through EMAT until the certification has been received by the Texas Education Agency (TEA).

Complete the form below, indicating the instructional materials the district has adopted or plans to adopt for the 2022–23 school year for each grade level and core subject or core course.

### Form Instructions:

The certification must be ratified by the LEA’s board of trustees or governing body in an open, public-noticed meeting. The recommended steps are included below:

**1. Gather information** – Start by downloading a sample copy of the online survey to assist with collecting the information needed to complete the form. This can be found on the [Instructional Materials and Implementation](#) website. The form asks LEAs to indicate the instructional materials the LEA has adopted or plans to adopt for the 2022–23 school year for each grade level and core subject or core course, and some additional questions about instructional materials and local adoption procedures.

**2. Complete online form for approval** - The superintendent may identify a district representative to complete this survey. This may be the instructional

materials coordinator or another district representative. *Note: the form will not be considered finalized until the superintendent submits final approval.*

- At the end of the survey, click *Generate Response Summary* to download and print a PDF version of the completed form which will be needed to complete step 3.
- After the PDF is generated, click *Next* to submit the draft of the survey. This will automatically send a copy of the survey to the superintendent’s email address provided in the survey, with instructions for submitting final approval (step 4 below).

**3. Obtain local board approval** - The LEA may take the PDF version of the completed form to the board meeting to obtain approval. *Note: board signatures are not required to be uploaded or submitted, so LEAs should plan to maintain documentation at the local level.*

**4. Superintendent to submit approved version** - After the district representative completes the form, the superintendent will get an email requesting approval of the completed form. Using a link in the email, the superintendent may go into the form and make any changes to the draft based on the local board meeting. Once the form is completed accurately, the superintendent may select *Approve* on the last page of the survey to officially submit the LEA’s response to TEA.

If you have any questions or concerns, please submit a [Help Desk Ticket](#) on the Instructional Materials and Implementation website.

### General District and POC Info

## Background Information

Enter your name below.

First and Last Name

Enter your email address below.

Email

Select the role that best describes your position at your district or charter.

- Instructional Materials Coordinator
- Curriculum Director
- Principal
- Administrative Assistant
- Superintendent
- Other

Select your region and district from the list below.

ESC Region

District Name and Number

### District Information

Enter the superintendent's name below.

First and Last Name

Enter the superintendent's email address below.

Email

Enter the school board president's name below.

First and Last Name

Enter the school board president's email address below.

Email

Enter the date of the school board meeting at which the TEKS Certification Form will be presented and approved.

Date (MM/DD/YYYY)

RLA

## Reading Language Arts TEKS Certification

Does your district have materials to cover 100% of the English K-5 RLA TEKS?

- Yes
- No

Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for **K-5 English RLA** instruction to ensure coverage of 100% of the TEKS.

**Note:** Materials are in alphabetical order

Select the K-5 English RLA materials for each section

	Curriculum	Instructional Materials	Supplemental
N/A - We do not use RLA materials for these grades	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Achieve3000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
American Reading Company - American Reading Company (ARC)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Amira	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Amplify - Amplify Texas Elementary Literacy Program (TEA Available Materials)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Amplify - Amplify Education CKLA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Amplify Reading Texas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BookNook	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Center for the Collaborative Classroom - Collaborative Literacy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
District Created Materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Edmentum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Education Galaxy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HMH - Texas Houghton Mifflin Harcourt Into Reading	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Imagination Station, Inc./Istation - Istation Reading	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Imagine Learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Select the K-5 English RLA materials for each section

	Curriculum	Instructional Materials	Supplemental
iStation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Learning A-Z, LLC. - Raz-Plus ELL Edition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lexia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
McGraw-Hill School Division - Texas Wonders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reading Plus	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Renaissance Learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Savvas (formerly Pearson Education) - Texas myView Literacy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
StrongMind - Texas English Language Arts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teacher Created Materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The College Board - SpringBoard, English Language Arts, 2020 Texas Edition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ThinkCERCA - ThinkCERCA, Texas Edition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEKS Resource System (TRS)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Enter as "Publisher - Title") <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Enter as "Publisher - Title") <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Enter as "Publisher - Title") <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Does your district have materials to cover 100% of the **Spanish K-5 RLA TEKS**?

- Yes
- No

Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for **K-5 Spanish RLA** instruction to ensure coverage of 100% of the TEKS.

*Note: Materials are in alphabetical order*

Select the K-5 Spanish RLA materials for each section

	Curriculum	Instructional Materials	Supplemental
N/A - We do not use Spanish RLA materials for these grades	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
American Reading Company - ARC Core en Espanol	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Amplify - Amplify Texas Lectoescritura en Espanol (TEA Available Materials)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Amplify Reading Texas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Amira	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BookNook	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
District Created Materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Edmentum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Education Galaxy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
EDUSPARK, INC. - Lengua, Ritmo y Cultura KIT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HMH - Texas Houghton Mifflin Harcourt ¡Arriba la lectura!	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Imagination Station, Inc./Istation - Istation Reading en Espanol	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Imagine Learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
iStation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lexia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
McGraw-Hill School Division - Texas Maravillas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reading Plus	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Renaissance Learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Savvas (formerly Pearson Education) - Texas miVisión Lectura	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teacher Created Materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEKS Resource System (TRS)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vista Higher Learning - Listos! + Antologias	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Select the K-5 Spanish RLA materials for each section

	Curriculum	Instructional Materials	Supplemental
Other (Enter as "Publisher - Title") <input type="text"/>			
Other (Enter as "Publisher - Title") <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Enter as "Publisher - Title") <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Does your district have materials to cover 100% of the **6-8 RLA** TEKS?

- Yes
- No

Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for **Grades 6-8 RLA** instruction to ensure coverage of 100% of the TEKS.

*Note: Materials are in alphabetical order*

Select the Grades 6-8 RLA materials for each section

	Curriculum	Instructional Materials	Supplemental
N/A - We do not use RLA materials for these grades	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Achieve3000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Amplify - Amplify ELAR Texas (TEA Available Materials)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Amplify Reading Texas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
District Created Materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Edmentum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Education Galaxy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Select the Grades 6-8 RLA materials for each section

	Curriculum	Instructional Materials	Supplemental
EMC Publishing, LLC. - Mirrors & Windows: Connecting with Literature			
HMH - Texas Houghton Mifflin Harcourt Into Literature	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Imagination Station, Inc./Istation - Istation Reading	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Imagine Learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
iStation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lexia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
McGraw-Hill School Division - Texas StudySync	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Perfection Learning Corporation - Texas Connections	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reading Plus	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Renaissance Learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Savvas (formerly Pearson Education) - myPerspectives Texas English Language Arts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
StrongMind - Texas English Language Arts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teacher Created Materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEKS Resource System (TRS)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The College Board - SpringBoard, English Language Arts, 2020 Texas Edition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ThinkCERCA - ThinkCERCA, Texas Edition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Enter as "Publisher - Title") <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Enter as "Publisher - Title") <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Enter as "Publisher - Title") <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Does your district have materials to cover 100% of the **Grades 9-12 RLA** TEKS?

—

- Yes
- No

Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for **Grades 9-12 RLA** instruction to ensure coverage of 100% of the TEKS.

**Note:** Materials are in alphabetical order

	Select the Grades 9-12 RLA materials for each section		
	Curriculum	Instructional Materials	Supplemental
<b>N/A -</b> We do not use RLA materials for these grades	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Achieve3000</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Bedford, Freeman and Worth Publishing Group -</b> Foundations of Language and Literature	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>BetterRhetor Resources, LLC. -</b> College-Ready Writing Essentials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>District Created Materials</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Edmentum</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>EMC Publishing, LLC. -</b> Mirrors & Windows: Connecting with Literature	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>HMH -</b> HMH Into Literature Texas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Imagine Learning</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>McGraw-Hill School Division -</b> StudySync Texas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Odell Education-</b> Odell Texas High School Literacy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Perfection Learning Corporation -</b> Texas Connections	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Reading Plus</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Renaissance Learning</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Savvas (formerly Pearson Education, Inc.) -</b> myPerspectives Texas English Language Arts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Shmoop University, Inc. -</b> ELA: Introduction to Literature	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Select the Grades 9-12 RLA materials for each section

	Curriculum	Instructional Materials	Supplemental
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<b>Strong Mind -</b> Texas English Language Arts			
<b>Teacher Created Materials</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>TEKS Resource System (TRS)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>The College Board -</b> SpringBoard, English Language Arts, Texas Edition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other</b> (Enter as "Publisher - Title") <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other</b> (Enter as "Publisher - Title") <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other</b> (Enter as "Publisher - Title") <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Would you request all RLA products listed previously and/or other products used by Texas educators be reviewed for quality?

- Request that all RLA materials listed above receive quality reviews
- Request that a specific product receive a review:  
Enter the product below as "Publisher - Title"
- Request that a specific product receive a review:  
Enter the product below as "Publisher - Title"
- Request that a specific product receive a review:  
Enter the product below as "Publisher - Title"
- Request that a specific product receive a review:  
Enter the product below as "Publisher - Title"

**Math**

## Mathematics TEKS Certification

Does your district have materials to cover 100% of the **grades K-5 math** TEKS?

- Yes
- No

No

Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for **Grades K-5 mathematics** instruction to ensure coverage of 100% of the TEKS.

*Note: Materials are in alphabetical order*

Select the Grades K-5 mathematics materials for each section

	Curriculum	Instructional Materials	Supplemental
<b>N/A -</b> We do not use Math materials for this grade	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Accelerate Learning -</b> STEMscopes Texas Math	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Achieve3000</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>District Created Materials</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>DreamBox Math</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Great Minds-</b> Eureka Math TEKS Edition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>HMH -</b> Texas Go Math!	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>HMH -</b> Texas Go Math! (Spanish)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Imagine Math</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>i-Ready</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>iStation</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>IXL Math</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Origo Education -</b> Stepping Stones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Origo Education -</b> Stepping Stones (Spanish)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Savvas (formerly Person Education, Inc.) -</b> enVisionMATH Texas 2.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Savvas (formerly Person Education, Inc.) -</b> enVisionMATH Texas 2.0 en español	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>ST Math</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Teach to One</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Select the Grades K-5 mathematics materials for each section

	Curriculum	Instructional Materials	Supplemental
<b>Teacher Created Materials</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>TEKS Resource System (TRS)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>TPS Publishing -</b> Creative Mathematics Curriculum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Zearn</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other</b> (Enter as "Publisher - Title") <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other</b> (Enter as "Publisher - Title") <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other</b> (Enter as "Publisher - Title") <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Does your district have materials to cover 100% of the **grades 6-8 math** TEKS?

- Yes
- No, we use supplemental materials to cover the TEKS.

Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for **Grades 6-8 mathematics** instruction to ensure coverage of 100% of the TEKS.

*Note: Materials are in alphabetical order*

Select the grades 6-8 mathematics materials for each section

	Curriculum	Instructional Materials	Supplemental
<b>N/A -</b> We do not use Math materials for this grade	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Achieve3000</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Agile Mind -</b> Agile Mind Mathematics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Carnegie Learning -</b> Texas Middle School Math	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Select the grades 6-8 mathematics materials for each section

	Curriculum	Instructional Materials	Supplemental
Carnegie Learning- MATHia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
District Created Materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DreamBox Math	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Edusmart - Math Texas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HMH - Texas Go Math!	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Imagine Math	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i-Ready	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
iStation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IXL Math	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
McGraw-Hill - Texas Math	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Savvas (formerly Pearson Education, Inc.) - digits, Texas Edition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ST Math	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teacher Created Materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teach to One	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEKS Resource System (TRS)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Texas State University - Math Explorations Part 1-3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The College Board - SpringBoard Mathematics, Course 1-3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TPS Publishing - Creative Mathematics Curriculum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Zearn	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Enter as "Publisher - Title") <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Enter as "Publisher - Title") <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Enter as "Publisher - Title") <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Does your district have materials to cover 100% of the **grades 9-12 math** TEKS?

- Yes
- No

Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for **Grades 9-12 mathematics** instruction to ensure coverage of 100% of the TEKS.

*Note: Materials are in alphabetical order*

Select the grades 9-12 mathematics materials for each section

	Curriculum	Instructional Materials	Supplemental
N/A - We do not use Math materials for this grade	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Achieve3000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Agile Mind - Algebra 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BFW Publishing - Sapling Learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Big Ideas Learning - Big Ideas Learning Math	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carnegie Learning - Texas Algebra 1/Algebra 2/Geometry	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cengage Learning - PreCalculus + Limits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CORD Communications - Algebra 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
District Created Materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HMH - HMH Algebra 1/Algebra 2/Geometry	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Imagine Math	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IXL Math	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kendall/Hunt Publishing Company - Precalculus with Trigonometry	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carnegie Learning- MATHia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
McGraw-Hill - Texas Algebra 1/Algebra 2/Geometry/Precalculus	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Select the grades 9-12 mathematics materials for each section

	Curriculum	Instructional Materials	Supplemental
Sapling Learning - Algebra 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Savvas (formerly Pearson Education, Inc.) - Texas Algebra 1/Algebra 2/Geometry/Precalculus	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teacher Created Materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEKS Resource System (TRS)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The College Board - SpringBoard Mathematics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Enter as "Publisher - Title") <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Enter as "Publisher - Title") <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Enter as "Publisher - Title") <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Would you request all math products listed previously and/or other products used by Texas educators be reviewed for quality?

- Request that all math materials listed above receive quality reviews
- Request that a specific product receive a review: Enter the product below as "Publisher - Title"
- Request that a specific product receive a review: Enter the product below as "Publisher - Title"
- Request that a specific product receive a review: Enter the product below as "Publisher - Title"
- Request that a specific product receive a review: Enter the product below as "Publisher - Title"

Social Studies

## Social Studies TEKS Certification

Does your district have materials to cover 100% of the **grades K-5 social studies** TEKS?

- Yes
- No

Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for **Grades K-5 social studies** instruction to ensure coverage of 100% of the TEKS.

*Note: Materials are in alphabetical order*

Select the grades K-5 social studies materials for each section

	Curriculum	Instructional Materials	Supplemental
N/A - We do not use social studies materials for this grade	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
American Legacy Publishing dba Studies Weekly - Texas/USA Studies Weekly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
American Legacy Publishing dba Studies Weekly - Texas/USA Studies Weekly (Spanish)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
District Created Materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Newsela	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nystrom Education   Social Studies School Service - Exploring Where and Why; Stratalogica	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Savvas (formerly Pearson Education, Inc.) - Texas MyWorld Social Studies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Savvas (formerly Pearson Education, Inc.) - Texas MyWorld Social Studies en español (Spanish)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TCI- Social Studies Alive!	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Studies Weekly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teacher Created Materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEKS Resource System (TRS)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Enter as "Publisher - Title") <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Select the grades K-5 social studies materials for each section

	Curriculum	Instructional Materials	Supplemental
Other (Enter as "Publisher - Title") <input type="text"/>			
Other (Enter as "Publisher - Title") <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Does your district have materials to cover 100% of the **grades 6-8 social studies** TEKS?

- Yes
- No

Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for **Grades 6-8 social studies** instruction to ensure coverage of 100% of the TEKS.

**Note:** Materials are in alphabetical order

Select the grades 6-8 social studies materials for each section

	Curriculum	Instructional Materials	Supplemental
N/A - We do not use social studies materials for this grade	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cengage Learning, Inc./National Geographic Learning - World Cultures and Geography, MYNGCONNECT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Discovery Education, Inc. - Discovery Education Social Studies Techbook	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
District Created Materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HMH - World Studies/Texas History/US History	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
McGraw-Hill School Education LLC - World Cultures and Geography/Texas History/US History	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Newsela	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Select the grades 6-8 social studies materials for each section

	Curriculum	Instructional Materials	Supplemental
Savvas (formerly Pearson Education, Inc.) - Texas Contemporary World Cultures/Texas History/US History	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Social Studies School Service - Active Classroom: Global Studies; Geography/US History	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Studies Weekly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teacher Created Materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEKS Resource System (TRS)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Enter as "Publisher - Title") <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Enter as "Publisher - Title") <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Enter as "Publisher - Title") <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Does your district have materials to cover 100% of the **grades 9-12 social studies** TEKS?

- Yes
- No

Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for **Grades 9-12 social studies** instruction to ensure coverage of 100% of the TEKS.

**Note:** Materials are in alphabetical order

Select the grades 9-12 social studies materials for each section

	Curriculum	Instructional Materials	Supplemental
N/A - We do not use social studies materials for this grade	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Select the grades 9-12 social studies materials for each section

	Curriculum	Instructional Materials	Supplemental
<b>Discovery Education, Inc.</b> - Discovery Education Social Studies Techbook	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>District Created Materials</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>HMH</b> - HMH The Americans/World Geography/World History	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>McGraw-Hill School Education LLC</b> - United States Government/US History/World Geography/World History	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Newsela</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Savvas (formerly Pearson Education, Inc.)</b> - Texas Magruder's American Government/US History/World History	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Perfection Learning</b> - Basic Principles of American Government	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Social Studies School Service</b> - Active Classroom: Government/Civics/US History/Global Studies/Geography/World History	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Teacher Created Materials</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>TEKS Resource System (TRS)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>WorldView Software</b> - U.S. Government: An Interactive Approach	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other</b> (Enter as "Publisher - Title") <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other</b> (Enter as "Publisher - Title") <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other</b> (Enter as "Publisher - Title") <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Would you request all social studies products listed previously and/or other products used by Texas educators be reviewed for quality?

- Request that all social studies materials listed above receive quality reviews
- 

- Request that a specific product receive a review:  
Enter the product below as "Publisher - Title"
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Enter the product below as "Publisher - Title"
- Request that a specific product receive a review:  
Enter the product below as "Publisher - Title"
- Request that a specific product receive a review:  
Enter the product below as "Publisher - Title"

Science

## Science TEKS Certification

Does your district have materials to cover 100% of the **grades K-5 science** TEKS?

- Yes
- No

Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for **Grades K-5 science** instruction to ensure coverage of 100% of the TEKS.

*Note: Materials are in alphabetical order*

Select the grades K-5 science materials for each section

	Curriculum	Instructional Materials	Supplemental
<b>N/A</b> - We do not use science materials for these grades	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Adaptive Curriculum</b> - AC Science	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Delta Education LLC</b> - FOSS Texas Edition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Delta Education LLC</b> - FOSS Texas Edition (Spanish)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Discovery Education, Inc.</b> - Discovery Education Science Techbook	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>District Created Materials</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Select the grades K-5 science materials for each section

	Curriculum	Instructional Materials	Supplemental
<b>Edumatics Corporation - Edusmart Science Texas</b>			
<b>Edumatics Corporation - Edusmart Science Texas (Spanish)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Great Minds- PhD Science TEKS Edition</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>HMH - Texas ScienceFusion</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>HMH - Texas ScienceFusion (Spanish)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Imagine Learning</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Knowing Science LLC - Core Science Curriculum</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>L.J. Create - SciTEX Living With Science</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>LAZEL, Inc. dba ExploreLearning - ExploreLearning Science Gizmos</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Millmark Education Corporation, Inc. - CL Digital Online Curriculum</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Savvas (formerly Pearson Education, Inc.) - Texas Interactive Science</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Savvas (formerly Pearson Education, Inc.) - Texas Interactive Science en español</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>SciTex Learning</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>STEMscopes, Incorporated - STEMscopes 2.0</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Teacher Created Materials</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>TEKS Resource System (TRS)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>TPS Publishing Inc - Creative Science Curriculum with STEM, Literacy and Arts Texas Edition</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>VSCHOOLZ, Inc. - VSCHOOLZ</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Zingy Learning - Zingy Science Texas</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Zingy Learning - Zingy Science Texas (Spanish)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Select the grades K-5 science materials for each section

	Curriculum	Instructional Materials	Supplemental
<b>Other (Enter as "Publisher - Title")</b> <input type="text"/>			
<b>Other (Enter as "Publisher - Title")</b> <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other (Enter as "Publisher - Title")</b> <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Does your district have materials to cover 100% of the **grades 6–8 science** TEKS?

- Yes
- No

Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for **Grades 6-8 science** instruction to ensure coverage of 100% of the TEKS.

*Note: Materials are in alphabetical order*

Select the grades 6-8 science materials for each section

	Curriculum	Instructional Materials	Supplemental
<b>N/A - We do not use science materials for these grades</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Achieve3000, Inc - eScience3000</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Adaptive Curriculum - AC Science</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>CPO Science - CPO Science Texas</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Discovery Education, Inc. - Discovery Education Science Techbook</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>District Created Materials</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Edumatics Corporation - Edusmart Science Texas</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Select the grades 6-8 science materials for each section

	Curriculum	Instructional Materials	Supplemental
<b>HMH - Texas ScienceFusion</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Imagine Learning</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>L.J. Create - SciTEX</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>LAB-AIDS Inc - Science Texas Edition</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>LAZEL, Inc. dba ExploreLearning - ExploreLearning Science Gizmos</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>McGraw-Hill Education - Texas Glencoe iScience</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Millmark Education Corporation, Inc. - CL Curriculum</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Savvas (formerly Pearson Education, Inc.) - Texas Interactive Science</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>SciTex Learning</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>STEMscopes, Incorporated - STEMscopes 2.0</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Teacher Created Materials</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>TEKS Resource System (TRS)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>TPS Publishing Inc - Creative Science Curriculum with STEM, Literacy and Arts Texas Edition</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>VSCHOOLZ, Inc. - VSCHOOLZ</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Zingy Learning - Zingy Science Texas</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other</b> (Enter as "Publisher - Title") <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other</b> (Enter as "Publisher - Title") <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other</b> (Enter as "Publisher - Title") <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Does your district have materials to cover 100% of the **grades 9-12 science** TEKS?

Yes

No

Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for **Grades 9-12 science** instruction to ensure coverage of 100% of the TEKS.

*Note: Materials are in alphabetical order*

Select the grades 9-12 science materials for each section

	Curriculum	Instructional Materials	Supplemental
<b>N/A - We do not use science materials for these grades</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Adaptive Curriculum - AC Science Biology/Chemistry/IPC/Physics</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Bedford, Freeman and Worth Publishing Group - Living by Chemistry</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Agile Mind Educational Holdings, Inc. - Agile Mind Biology</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Discovery Education, Inc. - Discovery Education Science Techbook</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>District Created Materials</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Edumatics Corporation - Edusmart Science Texas - Biology</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Ergopedia, Inc. - Essential Physics</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>HMH - Texas Biology/Modern Chemistry/Physics</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>L.J. Create - SciTEX</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>LAB-AIDS Inc - Science and Global Issues, Biology Units</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>LAB-AIDS Inc - A Natural Approach to Chemistry</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>LAZEL, Inc. dba ExploreLearning - ExploreLearning Science Gizmos</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>McGraw-Hill Education - Texas Glencoe Biology/Texas Chemistry/IPC/Physics</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Select the grades 9-12 science materials for each section

	Curriculum	Instructional Materials	Supplemental
<b>Perfection Learning -</b> Kinetic First-Person Physics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Savvas (Pearson Education, Inc.) -</b> Pearson/Savvas Biology/Chemistry, Texas Edition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Sapling Systems, Inc. dba Sapling Learning -</b> Dynamic Biology/Chemistry/Physics Texas Edition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Scientific Minds, LLC -</b> Biology/Chemistry Science Starters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>SciTex Learning</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>STEMscopes, Incorporated -</b> STEMscopes 2.0, Biology/Chemistry/Physics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Teacher Created Materials</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>TEKS Resource System (TRS)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>VSCHOOLZ, Inc. -</b> VSCHOOLZ	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other</b> (Enter as "Publisher - Title") <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other</b> (Enter as "Publisher - Title") <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other</b> (Enter as "Publisher - Title") <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Would you request all science products listed previously and/or other products used by Texas educators be reviewed for quality?

- Request that all science materials listed above receive quality reviews
- Request that a specific product receive a review:  
Enter the product below as "Publisher - Title"
- Request that a specific product receive a review:  
Enter the product below as "Publisher - Title"
- Request that a specific product receive a review:  
Enter the product below as "Publisher - Title"
- 

Request that a specific product receive a review:  
Enter the product below as "Publisher - Title"

Phonics

## Phonics Informational Questions

[House Bill \(HB\) 3](#), 86th Texas Legislature, 2019, requires all Texas school districts provide phonics curriculum that uses systematic, direct instruction in kindergarten through third grade to ensure all students obtain necessary early-literacy skills. The commissioner of education is in the process of developing a recommended list of phonics programs in accordance with [House Bill 3, 86<sup>th</sup> Texas Legislature, 2019](#), to ensure all students obtain necessary early literacy skills and that districts have access to phonics materials that include systematic direct instruction and integrated reading instruments. Phonics programs will undergo the [Texas Resource Review process](#) to determine inclusion on the commissioner's recommended list in accordance with 19 Texas Administrative Code §74.2001.

This section of the form is not evaluative and data will be used to help inform TEA on what additional resources or services are needed to support LEAs in providing students direct, systematic phonics instruction.

Select the statement that best describes how phonics materials are selected for use within your district.

- We select phonics material at the district-level, and all campuses are required to use the same phonics curriculum.
- We select phonics material at the district-level. These materials are available as a resource but is not required for use at each campus.
- We recommend a list of specific phonics material at the district-level. Campus leaders can select from this recommended list.
- Campus leaders determine use of phonics material.
- Teachers determine use of phonics material and create or source their own materials.
- We do not currently have phonics material in our district.
- Other

Select the statement(s) that reflect(s) the type of phonics material used in your district.

Select all that apply

	For English Phonics Check all that apply	For Spanish Phonics Check all that apply
Our district covers phonics as part of our core RLA approach	<input type="checkbox"/>	<input type="checkbox"/>
Our district uses additional supplemental products to support phonics instruction	<input type="checkbox"/>	<input type="checkbox"/>

Select all materials that teachers in your district or charter will regularly use (once a week or more, on average) for **Grades K-3 phonics** instruction.

If your district or charter does not use the materials listed, select "Other" and enter the Publisher and Title, separated by a dash, in the text box below.

	Curriculum	Instructional Materials	Supplemental
95% Group	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
American Reading Company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Amplify - Amplify Texas Skills Unit (TEA Available Materials)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Amplify - Amplify Texas Core Product	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Amplify Education CKLA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Benchmark Education Company - Benchmark Phonics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Catawaba Press - Puzzle Piece Phonics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Center for the Collaborative Classroom - Collaborative Literacy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
EDUSPARK - Lengua, Ritmo, y Cultura	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Esperanza/Valley Speech	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Estrellita, Inc. - Accelerated Spanish Reading Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Express Readers Foundational Reading Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FlyLeaf	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Curriculum	Instructional Materials	Supplemental
Go Phonics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Heinemann - Fountas & Pinnell	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Heinemann - Units of Study	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HMH - Arriba la lectura	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HMH - Into Reading	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HMH - Saxon Phonics & Spelling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
InterEthnic, LLC - Alphabet Harbor Phonics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IStation - Istation Reading	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IStation - Istation Reading en Espanol	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jolly Learning - Jolly Phonics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jossey-Bass - Phonics Pathways	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kinestemus - Kinestem Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Learning A-Z - Raz Plus	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Learning Dynamics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Letterland International Ltd. - Letterland	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lexia Learning Systems, LLC - Lexia® Core5® Reading	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LifeLong Readers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lucy Calkins - Units of Study for Teaching Phonics Grades	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
McGraw Hill - Open Court Reading	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
McGraw Hill - Reading Mastery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
McGraw Hill - Texas Maravillas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
McGraw Hill - Texas Wonders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mondo (Carnegie) - Bookshop Fonetica	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nessy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Neuhaus Education Center - Basic Language Skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Neuhaus Education Center - Reading Readiness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Neuhaus Education Center - Scientific Spelling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NINE Enterprises - Johnny Can Spell	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Open Up Resources - Differentiated Instruction Block	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Curriculum	Instructional Materials	Supplemental
Open Up Resources - EL Education Foundational Skills Block			
Paradigm - Alpha Phonics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Phyllis Schlafly - Turbo Reader	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Play and Talk International - Play and Talk	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Puzzle Piece Phonics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reading Horizons - Discovery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Really Great Reading Company, LLC - Phonics Suite	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rosen - LevelUP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Savvas Learning Company - Savvas Essentials: Foundational Reading	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Savvas Learning Company - Texas mi Vision Lectura	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Savvas Learning Company - Texas myView Literacy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Savvas Learning Company - Words Their Way	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
School Specialty - Alphabetic Phonics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wilson - Foundations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Zaner-Bloser - SuperKids	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Zoo Phonics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>N/A</b> Our district does not use phonics materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other</b> Enter the product as "Publisher - Title" <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other</b> Enter the product as "Publisher - Title" <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other</b> Enter the product as "Publisher - Title" <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Would you request all phonics products listed previously and/or other products used by Texas educators be reviewed for quality?

Select all that apply.

- Request that all phonics materials listed previously receive quality reviews
- Request that a specific product receive a review:  
Enter the product below as "Publisher - Title"
- Request that a specific product receive a review:  
Enter the product below as "Publisher - Title"
- Request that a specific product receive a review:  
Enter the product below as "Publisher - Title"

Informational Questions

### Additional Informational Questions

Has your district or charter ever used the Texas Resource Review (TRR) to make decisions about which instructional materials to use?

- Yes
- No
- I am not familiar with the Texas Resource Review (TRR)

In which subject areas have you used the TRR to obtain information about the quality of products?

- English reading language arts
- Spanish reading language arts
- Prekindergarten
- Math

Select the assessment platform (if any) your district leverages for unit/module, diagnostic, or interim, and for which type of assessments.

Select the assessment(s) your district requires or encourages in the platform(s) below.

Interim	Diagnostic	Unit/Module Formatives	Other Formatives	Ot
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Select the assessment(s) your district require or encourages in the platform(s) below.

	Interim	Diagnostic	Unit/Module Formatives	Other Formatives	Ot
<b>Eduphoria</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	[
<b>DMAC</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	[
<b>Texas Formative Assessment Resource</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	[
<b>STAAR Interim</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	[
<b>Other</b> (Enter platform below) <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	[
<b>Other</b> (Enter platform below) <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	[
<b>Other</b> (Enter platform below) <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	[

**The Children's Internet Protection Act**

The **Children's Internet Protection Act** (CIPA) was enacted by Congress in 2000 to address concerns about children's access to obscene or harmful content over the Internet. (You may find more information on the [FCC website](#).)

It is the intent of the Legislature that the State Board of Education ensure that any instructional materials and technology purchased using funds disbursed from the State Instructional Materials and Technology Fund meet the requirements for certification under 47 U.S.C. Sections 254(h)(5)(B) and (C) to the extent the certification is applicable to those materials. (See [S.B. No. 1, General Appropriations Act, Eighty-seventh Legislature](#))

Does your district or charter have a filter or a monitor in place to ensure that students accessing digital instructional materials do not have access to obscene or harmful content?

- No
- Yes

**Satisfaction**

What resources and/or PD would you like for TEA to provide to LEAs to support adoption purchasing and/or implementation of instructional materials?

**Approval**

TEKS Certification Form - Approval

- By selecting this box, I confirm that the school board has certified the responses and information provided in this document.

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Social Studies	Languages Other Than English (LOTE)	CTE Courses
<ul style="list-style-type: none"> <li>• World Geography (R)</li> <li>• AP Human Geography (H)</li> <li>• World History (R)</li> <li>• AP World History (H)</li> <li>• US History (R)</li> <li>• DC US History I (H)</li> <li>• DC US History II (H)</li> <li>• AP US History (H)</li> <li>• Government (R)</li> <li>• AP US Government (H)</li> <li>• DC Government (H)</li> <li>• Economics (R)</li> <li>• AP Economics (H)</li> <li>• DC Economics (H)</li> <li>• AP Macroeconomics (H)</li> <li>• AP European History (H)</li> <li>• AP Psychology (H)</li> <li>• Capstone Research Project in Social Studies (Social Studies Advanced Studies) (H)</li> <li>• Advanced college social studies courses* (H)</li> </ul>	<ul style="list-style-type: none"> <li>• LOTE I (R)</li> <li>• LOTE II (R)</li> <li>• LOTE III (R)</li> <li>• College LOTE courses* (H)</li> </ul>	<div style="text-align: center; font-size: 2em; font-family: cursive; opacity: 0.5;">delete</div> <ul style="list-style-type: none"> <li>• Principles of Business, Marketing and Finance</li> <li>• Touch System Data Entry</li> <li>• Professional Communications</li> <li>• Business Information Management I</li> <li>• Business Information Management II</li> <li>• Business Law</li> <li>• Principles of Law, Public Safety, Corrections and Security</li> <li>• Correctional Services</li> <li>• Law Enforcement I</li> <li>• Forensic Science</li> <li>• Principles of Information Technology</li> <li>• Digital Media</li> <li>• Computer Maintenance</li> <li>• Networking</li> <li>• Principles of Health Science</li> <li>• Principles of Education and Training</li> <li>• Human Growth and Development</li> </ul>

**Unweighted GPA and 4.0 College GPA**

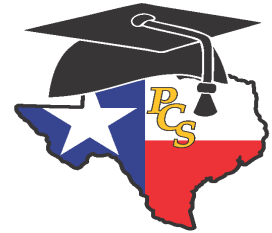
Grade Point Average (“GPA”) is calculated at the end of each semester beginning with the end of the first semester of a student’s freshman year.

The GPA is a cumulative average of all semester grades earned in selected courses in high school. The semester averages of all State-approved courses and elective courses will be included in the calculation of the GPA. Local credit courses are not counted in the Unweighted or College GPA. Classes taken for high school credit during junior high are used in calculating the GPA but are NOT included in calculation of the weighted GPA that is used to determine Class Rank.

The 4.0 College GPA requested by colleges and universities for admission purposes is calculated based on the straight average of all semester grades for all classes where:

- A=4.0
- B=3.0
- C=2.0
- D=1.0
- F=0.0

**Priority Systems, Inc.**  
**Board of Trustees**  
**Regular Scheduled Board Meetings**  
**2022-2023 Calendar**



August 2022						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

December 2022						
Su	Mo	Tu	We	Th	Fr	Sa
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April 2023						
Su	Mo	Tu	We	Th	Fr	Sa
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23	24	25	26	27	28	29
30						

September 2022						
Su	Mo	Tu	We	Th	Fr	Sa
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January 2023						
Su	Mo	Tu	We	Th	Fr	Sa
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22	23	24	25	26	27	28
29	30	31				

May 2023						
Su	Mo	Tu	We	Th	Fr	Sa
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7	8	9	10	11	12	13
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21	22	23	24	25	26	27
28	29	30	31			

October 2022						
Su	Mo	Tu	We	Th	Fr	Sa
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February 2023						
Su	Mo	Tu	We	Th	Fr	Sa
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26	27	28				

June 2023						
Su	Mo	Tu	We	Th	Fr	Sa
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November 2022						
Su	Mo	Tu	We	Su	Fr	Sa
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27	28	29	30	25		

March 2023						
Su	Mo	Tu	We	Th	Fr	Sa
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26	27	28	29	30	31	

July 2023						
Su	Mo	Tu	We	Th	Fr	Sa
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23	24	25	26	27	28	29
30	31					










# PRIORITY CHARTER SCHOOLS - 2023 Leadership Support Services Jun 01 2022 - May 26 2023

Final Audit Report

2022-04-21

Created:	2022-04-12
By:	contracts@esc12.net
Status:	Signed
Transaction ID:	CBJCHBCAABAAOsiqB1DPktt1qBUHHQJ-IKj3Bjz-Kpx

## "PRIORITY CHARTER SCHOOLS - 2023 Leadership Support S ervices Jun 01 2022 - May 26 2023" History

-  Document created by contracts@esc12.net  
2022-04-12 - 8:34:36 PM GMT- IP address: 99.126.74.176
-  Document emailed to Christie Bledsoe (cbledsoe@prioritycharterschools.org) for signature  
2022-04-12 - 8:34:59 PM GMT
-  Email viewed by Christie Bledsoe (cbledsoe@prioritycharterschools.org)  
2022-04-12 - 8:36:07 PM GMT- IP address: 24.227.132.234
-  Email viewed by Christie Bledsoe (cbledsoe@prioritycharterschools.org)  
2022-04-19 - 8:51:57 PM GMT- IP address: 107.77.199.22
-  Document e-signed by Christie Bledsoe (cbledsoe@prioritycharterschools.org)  
Signature Date: 2022-04-20 - 7:51:21 PM GMT - Time Source: server- IP address: 24.227.132.234
-  Document emailed to Tammy Becker (tbecker@esc12.net) for signature  
2022-04-20 - 7:51:23 PM GMT
-  Email viewed by Tammy Becker (tbecker@esc12.net)  
2022-04-21 - 2:44:48 AM GMT- IP address: 104.28.50.128
-  Document e-signed by Tammy Becker (tbecker@esc12.net)  
Signature Date: 2022-04-21 - 1:11:29 PM GMT - Time Source: server- IP address: 67.198.112.226
-  Document emailed to Charlene Simpson (csimpson@esc12.net) for signature  
2022-04-21 - 1:11:32 PM GMT



Document e-signed by Charlene Simpson (csimpson@esc12.net)

Signature Date: 2022-04-21 - 2:14:38 PM GMT - Time Source: server- IP address: 67.198.112.226



Agreement completed.

2022-04-21 - 2:14:38 PM GMT



**Adobe Acrobat Sign**



**Confirmation of Service**

**DATE:** 03/28/2022  
**TO:** Dr. Christie Bledsoe  
**DISTRICT:** PRIORITY CHARTER SCHOOLS  
**FROM:** Candace Kato

I enjoyed visiting with you recently. According to my records, the following was arranged:

**Service to be Delivered:**

Cycle 2 Leadership Grant Year 2  
 Lesson Alignment and Formative Assessment  
 5 total Team Members  
 \$5750 for team of 5 (each additional team member \$130)  
 Total: \$5750

Package Includes: Change Management, Cycles 1,2, and 3 Training; 8 Total Coaching Days and materials

**The total fee:** \$5,750.00

Date(s): 06/01/2022 to 05/26/2023

**Contractual Agreement**

Delivery formats may include, but are not limited to, instructional coaching, professional development, planning, and conferencing.

One day entails one specialist working with teachers, specialists, and/or administrators to address instructional practices and discuss strategies that can be used to support students receiving Leadership Support Services.

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**Authority for Services**

*Authority for such services is granted by Chapter 791 of the Texas Government Code (which authorizes local governments to contract with each other to provide governmental functions and services) and Chapter 8 of the Texas Education Code (which provides local governments greater efficiency and economy in purchasing products and services from Education Service Centers).*

**Limitation of Liability**

*The participating district agrees to indemnify, defend and hold harmless the Education Service Center Region 12, directors, officers, and employees from and against any losses, or damages that may occur due to the ESC Region 12 carrying out the agreed upon services as specified in this contract.*

**District Purchase Order Number**

PO# 11331

*Christie Bladsoe*

**Apr 20, 2022**

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**District Representative**

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**Date**

*Tammy Becker*  
Tammy Becker (Apr 21, 2022 08:11 CDT)

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**Apr 21, 2022**

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**Education Service Center Region 12**  
Tammy Becker  
Director - General Education

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**Date**

*Charlene Simpson*

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**Apr 21, 2022**

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**Education Service Center Region 12**  
Charlene Simpson  
Deputy Executive Director

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**Date**

**Termination of the Contract**

*Either party to this Memorandum of Agreement may terminate this agreement by providing written notice to the other party fifteen (15) calendar days prior to the date of termination. In the event of termination, ESC Region 12 shall determine the direct and indirect costs incurred to the date of termination and the Participating Campus shall pay ESC Region 12 that amount.*

**Equal Employment Opportunity Clause**

*Education Service Center Region 12 does not discriminate on the basis of race, color, national origin, sex, religion, age, disability, or genetic information in its programs, activities, or hiring practices.*

**Debarment and Suspension Clause**

*Education Service Center Region 12 is not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.*



**Confirmation of Service**

**DATE:** 03/09/2022  
**TO:** Dr. Christie Bledsoe  
**DISTRICT:** PRIORITY CHARTER SCHOOLS  
**FROM:** Katie Holcomb

I enjoyed visiting with you recently. According to my records, the following was arranged:

**Service to be Delivered:**

ESC12 TCLAS 2A Comprehensive Professional Learning Plan  
 Spring 2022- Virtual Series to assist with implementation and launch plan (no charge)  
 Materials Launch- R12 Curriculum Specialist "on call" to support implementation of first unit  
 Customized On-Site Professional Development (4 Days: Summer, Fall, Winter, Spring- scheduled with district)  
 On-Site Coaching and Implementation Support (7 Days total: Scheduled with district)

Price Per Product/per grade band \$14200

2 Packages to support:

Priority Charter: Comprehensive for K5 Eureka Math with Jenny Glaser and K5 PHD Science with Lisa Cisneros

**The total fee** **\$28,400.00**

Date(s): 08/01/2022 to 05/31/2023

Location: Cedar Park Charter Academy, Cove Charter Academy, Georgetown Charter Academy, Temple Charter Academy

**Contractual Agreement**

Delivery formats may include, but are not limited to, instructional coaching, professional development, planning, and conferencing.

One day entails one specialist working with teachers, specialists, and/or administrators to address instructional practices and discuss strategies that can be used to support students receiving General Education services.

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**Authority for Services**

*Authority for such services is granted by Chapter 791 of the Texas Government Code (which authorizes local governments to contract with each other to provide governmental functions and services) and Chapter 8 of the Texas Education Code (which provides local governments greater efficiency and economy in purchasing products and services from Education Service Centers).*

**Limitation of Liability**

*The participating district agrees to indemnify, defend and hold harmless the Education Service Center Region 12, directors, officers, and employees from and against any losses, or damages that may occur due to the ESC Region 12 carrying out the agreed upon services as specified in this contract.*

**District Purchase Order Number**

PO# 200553

*Christie Bladson*

Mar 21, 2022

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**District Representative**

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**Date**

  
Tammy Becker (Mar 28, 2022 13:47 CDT)

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Mar 28, 2022

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**Education Service Center Region 12**

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**Date**

Tammy Becker  
Director - General Education

*Charlene Simpson*

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Mar 28, 2022

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**Education Service Center Region 12**

---

**Date**

Charlene Simpson  
Deputy Executive Director

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## Confirmation of Service

**DATE:** 03/09/2022  
**TO:** Dr. Christie Bledsoe  
**DISTRICT:** PRIORITY CHARTER SCHOOLS  
**FROM:** Katie Holcomb

I enjoyed visiting with you recently. According to my records, the following was arranged:

### Service to be Delivered:

Cohort Decision 2A Implementation Plan

Package Includes:

Virtual Series to write implementation to be submitted to TEA by May 31 (no charge)

Implementation Data Service: 1 and a half days: support to leadership to disaggregate and analyze data for next steps, review instructional vision and goals, revise goals and action steps based on data (\$165 per participant per product per grade band)

Professional Development hosted at R12: 6 Total Days (price dependent upon number of teachers per product)

Implementation and Feedback: Product Specialist will conduct 4 half days each semester for each product with campus leadership to conduct implementation observation tools and determine next steps. (4 Total Days) (\$4400)

PreK Cohort all four campuses- 5 teachers total with Ashley Becknauld (price \$7265)

6-8 Amplify Cohort all four campuses- 3 teachers total with Debray Humphrey (price \$6185)

9-12 O'Dell Cohort with Temple, Cove, and Cedar Park- 3 teachers total with Kathryn Allen (price \$6185)

6-8 Carnegie Math Cohort with all four campuses- 3 teachers total with Denise Gilbert (price \$6185)

9-12 Carnegie Math Cohort with Temple, Cove, and Cedar Park- 3 teachers total with Andi Parr (\$6185)

**Total Cost: \$32,005 (5 cohorts and 17 teachers plus leaders)**

Date(s): 08/01/2022 to 05/31/2023

Location: Cedar Park Charter Academy, Cove Charter Academy, Georgetown Charter Academy, Temple Charter Academy

### Contractual Agreement

Delivery formats may include, but are not limited to, instructional coaching, professional development, planning, and conferencing.

One day entails one specialist working with teachers, specialists, and/or administrators to address instructional practices and discuss strategies that can be used to support students receiving General Education services.

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### Authority for Services

Authority for such services is granted by Chapter 791 of the Texas Government Code (which authorizes local governments to contract with each other to provide governmental functions and services) and Chapter 8 of the Texas Education Code (which provides local governments greater efficiency and economy in purchasing products and services from Education Service Centers).

### Limitation of Liability

The participating district agrees to indemnify, defend and hold harmless the Education Service Center Region 12, directors, officers, and employees from and against any losses, or damages that may occur due to the ESC Region 12 carrying out the agreed upon services as specified in this contract.

District/Charter	Contract Number
PRIORITY CHARTER SCHOOLS	5071
<b>2022-2023 SSA &amp; Cooperative Contract</b>	



Item	Cost for Service	Adjustment Amount	Total for Service	Invoice Amount	Important Notes
Ascender Business Software	\$12,547.00		\$12,547.00	\$12,547.00	
Ascender Data Center Hosting	\$5,340.48		\$5,340.48	\$5,340.48	
Ascender Student Software	\$14,275.01		\$14,275.01	\$14,275.01	
Coordinated School Health Co-op	\$850.00		\$850.00	\$850.00	
Counselor Co-operative	\$1,250.00		\$1,250.00	\$1,250.00	
CTE Carl Perkins SSA	\$8,681.00		\$8,681.00	\$0.00	
DMAC	\$7,034.50		\$7,034.50	\$7,034.50	
ESSA Grant Support & Monitoring	\$10,008.13		\$10,008.13	\$10,008.13	
Gifted & Talented Co-op	\$3,500.00		\$3,500.00	\$3,500.00	\$875 per campus
Leadership Co-op	\$2,050.00		\$2,050.00	\$2,050.00	
Region 12 Job Posting Board	\$100.00		\$100.00	\$100.00	
Superintendent Leadership Academy Co-op	\$500.00		\$500.00	\$500.00	
TEKS Resource System Co-op	\$6,012.25		\$6,012.25	\$6,012.25	
Title III Bilingual/ESL/LEP SSA	\$4,902.00		\$4,902.00	\$0.00	
TSDS/PEIMS Co-op	\$3,640.00		\$3,640.00	\$3,640.00	
	<b>\$80,690.37</b>		<b>\$80,690.37</b>	<b>\$67,107.37</b>	

Federal grant funding amounts are based on the published TEA planning amounts. Once TEA publishes the final federal funding amounts, the difference, if any, will be updated in the ADJUSTMENT column so that the TOTAL FOR SERVICES ties to the TEA awards.

<b>District/Charter</b>	<b>Contract Number</b>
PRIORITY CHARTER SCHOOLS	5071
<b>2022-2023 SSA &amp; Cooperative Contract</b>	



Item	# of Campuses	Campuses
<b>Gifted &amp; Talented Co-op</b>	4	Cedar Park Charter Academy,Cove Charter Academy,Georgetown Charter Academy,Temple Charter Academy
<b>TEKS Resource System Co-op</b>	4	Cove Charter Academy,Georgetown Charter Academy,Cedar Park Charter Academy,Temple Charter Academy

District/Charter	Contract Number
PRIORITY CHARTER SCHOOLS	5071
<b>2022-2023 SSA &amp; Cooperative Contract</b>	



### DMAC Detail

DMAC Product/Service	Pricing Type	Fixed Price	Price per Student	Price per Campus	Number of Campuses	Total	Campuses
<b>State Assessment (fixed price)</b>	Fixed Price	\$1,500.00			0	\$1500.00	
<b>TEKScore (fixed price)</b>	Fixed Price	\$1,500.00			0	\$1500.00	
<b>TAG (by campus)</b>	Price per Campus			\$500.00	4	\$2000.00	Cove Charter Academy, Georgetown Charter Academy, Cedar Park Charter Academy, Temple Charter Academy
<b>FormWorks (by campus)</b>	Price per Campus			\$100.00	4	\$400.00	Cove Charter Academy, Georgetown Charter Academy, Cedar Park Charter Academy, Temple Charter Academy
<b>Appraisals (by campus)</b>	Price per Campus			\$250.00	4	\$1000.00	Cove Charter Academy, Georgetown Charter Academy, Cedar Park Charter Academy, Temple Charter Academy
<b>Class Roster Fee - Option 1 - Six updates</b>	Price per Student		\$0.75		0	\$634.50	

District/Charter	Contract Number
PRIORITY CHARTER SCHOOLS	5071
<b>2022-2023 SSA &amp; Cooperative Contract</b>	



DMAC Product/Service	Pricing Type	Fixed Price	Price per Student	Price per Campus	Number of Campuses	Total	Campuses
						<b>\$7,034.50</b>	

**District Purchase Order Number**

PO# 200553

*Christie Bladsoe*

Mar 21, 2022

District Representative

Date

  
Tammy Becker (Mar 21, 2022 12:29 CDT)

Mar 21, 2022

Education Service Center Region 12  
Tammy Becker  
Director - General Education

Date

*Charlene Simpson*

Mar 21, 2022

Education Service Center Region 12  
Charlene Simpson  
Deputy Executive Director

Date

**Termination of the Contract**

*Either party to this Memorandum of Agreement may terminate this agreement by providing written notice to the other party fifteen (15) calendar days prior to the date of termination. In the event of termination, ESC Region 12 shall determine the direct and indirect costs incurred to the date of termination and the Participating Campus shall pay ESC Region 12 that amount.*

**Equal Employment Opportunity Clause**

*Education Service Center Region 12 does not discriminate on the basis of race, color, national origin, sex, religion, age, disability, or genetic information in its programs, activities, or hiring practices.*

**Debarment and Suspension Clause**

*Education Service Center Region 12 is not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.*

# Amended MoU

Dual Credit Memorandum of Understanding Attachment A Temple College Dual Credit Crosswalk					
Course Rubric	College Course Title Offered for Dual Credit	College Credit	High School Credit	PEIMS	High School Course
ACCT-1303	Introduction to Accounting I	3	1	13016600	Accounting I
ACCT-2301	Principles of Financial Accounting	3	1	13016600	Accounting I
ACCT-2302	Principles of Managerial Accounting	3	1	13016700	Accounting II
ARTS 1301	Art Appreciation	3	0.5	3500100	Art I
		3	0.5	3500110	Art Appreciation
BIOL-1406	Biology for Science Majors I	4	0.5	3010200	Biology (A) or Scientific Research & Design
			0.5	13037200	
BIOL-1407	Biology for Science Majors II	4	0.5	3010200	Biology (B) or Scientific Research & Design
			0.5	13037200	
BIOL-2416	Genetics w/lab	4	0.5	13207000	Genetics
BIOL-2401	Human Anatomy & Physiology I	4	0.5	13020600	Anatomy & Physiology
BIOL-2402	Human Anatomy & Physiology II	4	0.5	13020600	Anatomy & Physiology
BIOL-2420	Microbiology for Non-Science Majors	4	0.5	13020700	Medical Microbiology
BCIS-1305	Business Computer Applications	3	1	13011400	Business Information Mgt.
BUSI-1307	Personal Finance	3	0.5	13018000	Financial Mathematics
CETT 1409	AC/DC Circuits for Engineering Technology	4			Digital Electronics
CHEM-1405	Introductory Chemistry I	4	0.5		Chemistry (A) or Scientific Research and Design I/II
			0.5	13037200	
CHEM-1411	General Chemistry I	4	0.5	3040000	Chemistry (A) or Scientific Research and Design I/II
			0.5	13037200	
			0.5	13037210	
CHEM-1412	General Chemistry II	4	0.5	3040000	Chemistry (B) or Scientific Research and Design I/II
			0.5	13037200	
			0.5	13037210	
COSC-1336	Programming Fundamentals I	3	0.5	3580200	Computer Science I
COSC-1337	Programming Fundamentals II	3	0.5	3580300	Computer Science II
COSC-2336	Programming Fundamentals III	3	0.5	3580350	Computer Science III
CNBT 2304	Construction Methods and Materials II	3			Manufacturing Engineering Technology II
CRIJ-1301	Introduction to Criminal Justice	3	1	13029200	Principals of Public Safety and Security
CRIJ-2328	Police Systems	3	1	13029700	Correctional Services
CRIJ 1310	Fundamentals of Criminal Law	3	1	13029300	Law Enforcement 1
CRIJ-1306	Court Systems and Practices	3	1	13029600	Court Systems and Practices
DFTG 1302	Basic Computer-Aided Design	3	1	13036500	Engineering Design & Presentation II

**Dual Credit Memorandum of Understanding Attachment A**  
**Temple College Dual Credit Crosswalk**

Course Rubric	College Course Title Offered for Dual Credit	College Credit	High School Credit	PEIMS	High School Course
DFTG 1305	Technical Drafting	3	0.5	3380001	SS Advanced Studies Sem A
DFTG 1317	Architectural Drafting-Residential	3	1	13004600	Architectural Design 1
DFTG 2319	Intermediate Computer-Aided Drafting	3	1	13036600	Engineering Design & Presentation II
DFTG 2328	Architectural Drafting-Commercial	3	2	13004700	Architectural Design II
DFTG 2330	Civil Drafting	3	0		Local Credit
DFTG 2334	Advanced Technologies in Architectural Design and Drafting	3			Interior Design I
DFTG 2335	Advanced Technologies In Mechanical Design and Drafting	3			Principals of Manufacturing
DFTG 2338	Final Project-Advanced Drafting	3	0		Scientific Research and Design
DFTG 2340	Solid Modeling/Design	3	1	13037300	Engineering Design & Problem Solving
DFTG 2347	Advanced Technical Animation and Rendering	3			Interior Design II
DFTG 2380	Cooperative Education – Drafting & Design Technology/Technician, General	3	0		Local Credit
DRAM-1310	Introduction to Theater	3	1	3250100	Theater I, Theater Arts I
ECON-2301	Principles of Macroeconomics	3	0.5	033103XX	Economics or Economics Advanced Studies(X Time Taken)
ECON-2302	Principles of Microeconomics	3	0.5	033103XX	Economics or Economics Advanced Studies(X Time Taken)
EMSP-1501	Emergency Medical Technician	5	2	13020510	Practicum EMT
				N1303015	
				13020500	
EMSP-1160	Clinical-Emergency Medical Technology/Technician	1	0.5	033103XX	
ENGL-1301	Composition I	3	0.5	3220300	English III A ✓ M B
			0.5	3220400	English IV A ✓ M B English IV A
ENGL-1302	Composition II	3	0.5	3220300	English III B ✓ M B
			0.5	3220400	English IV-A Change to ELIV B
ENGL-2327	American Literature I	3	0.5	3220300	English III A
			0.5	3220400	English IV A
ENGL-2328	American Literature II	3	0.5	3220300	English III B
			0.5	3220400	English IV B
ENGL- 2322	British Literature I	3	0.5	3220300	English III A,
			0.5	3220400	English IV A



**Dual Credit Memorandum of Understanding Attachment A  
Temple College Dual Credit Crosswalk**

Course Rubric	College Course Title Offered for Dual Credit	College Credit	High School Credit	PEIMS	High School Course
ENGL-2323	British Literature II	3	0.5	3220300	English III B,
			0.5	3220400	English IV B
ENGL-2311	Technical & Business Writing	3	0.5	3221100	Research/Technical Writing
ENGT 1409	AC/DC Circuits for Engineering Technology	4		13037100	Digital Electronics
				13037600	Principals of Technology
				13036800	AC/DC Electronics
ENGT 2307	Engineering Materials I for Engineering Technology	3			Manufacturing Engineering Technology II
ENGT 2310	Introduction to Manufacturing Processes	3			Manufacturing Engineering Technology I
ENGR 1201	Introduction to Engineering	3	0.5	13036200	Principles of Engineering
ENGR 1304	Engineering Design Graphics	3	0.5	13037300	Independent MATH Credit
ENVR-1301	Environmental Science	3	1	3221100	Environmental Systems
GEOL-1403	Physical Geology	4	1	3060200	Earth and Space Science or
			1	13037200	Scientific Research and Design (X Time Taken)
				13037210	
				13037220	
GEOL-1404	Historical Geology	4	1	3060200	Earth and Space Science or
			1	13037200	Scientific Research and Design (X Time Taken)
				13037210	
				13037220	
GOVT-2305	Federal Government	3	0.5	03330100 or 03380001	United States Govt. or Social Studies Advanced Studies
GOVT-2306	Texas Government	3	0.5	3380001	Social Studies Advanced Studies
HIST-1301	United States History	3	0.5	3340100	U.S History A
			0.5	3380002	Special Topics in Social Studies (First Time Taken)
HIST-1302	United States History	3	0.5	3340100	U.S History B
			0.5	3380022	Special Topics in Social Studies (Second Time Taken)
HIST 2311	Western Civilization I	3	0.5	3340400	Western Civilization I
HIST 2312	Western Civilization II	3	0.5	3340400	Western Civilization II
HITT-1305	Medical Terminology	3	1	13020300	Medical Terminology
MATH-1314	College Algebra	3	0.5	3100600	Algebra IIB or Pre-Cal (B) or
			0.5	3101100	Independent Study in Math: (X Time Taken)
			0.5	0310250X	

Give full 4 year credit

**Dual Credit Memorandum of Understanding Attachment A**

**Temple College Dual Credit Crosswalk**

Course Rubric	College Course Title Offered for Dual Credit	College Credit	High School Credit	PEIMS	High School Course
MATH-1332	Contemporary Mathematics I	3	0.5	0310250X	Independent Studies in Math (X Time Taken).
MATH-1442	Elementary Statistical Methods	4	0.5	0310250X	Independent Studies in Math (X Time Taken).
MATH-2412	Pre-Calculus	4	0.5	3101100	Pre-Calculus B,
			0.5	0310250X	Independent Studies in Math
MATH-2413	Calculus I	4	0.5	0310250X	Independent Studies in Math (X Time Taken).
			0.5	3101100	HS Pre Cal A
MATH-2414	Calculus II	4	0.5	0310250X	Independent Studies in Math (X Time Taken).
			0.5	3101100	HS Pre Cal B
MCHN 1319	Manufacturing Materias and Processes	3			Manufacturing Engineering Technology I
MUSI-1306	Music Appreciation	3	1	3155600	Music Appreciation I/Music Studies
PHED-1304	Personal & Community Health	3	0.5	3810100	Health Education
PHYS 1303	Stars & Galaxies	3	0.5	3060100	Astronomy
PHYS 1304	Solar System	3	0.5	3060100	Astronomy
PSYC-2301	Introduction to Psychology	3	0.5	3350100	Psychology
SOCI-1301	Introduction to Sociology	3	0.5	3370100	Sociology
SPAN-1411	Beginning Spanish I	4	1	3440200	Spanish II
			1	3440100	Spanish I (if no prior Spanish taken)
SPAN-1412	Beginning Spanish II	4	1	3440300	Spanish III
			1	3440200	Spanish II (if no prior Spanish taken)
SPAN-2311	Intermediate Spanish I	3	1	3440300	Spanish III (if no prior Spanish taken)
			1	3440400	Spanish IV
SPAN-2312	Intermediate Spanish II	3	1	3440500	Spanish V
SPCH 1311	Introduction to Speech Communication	3	0.5	3241400	Communication Application
SPCH 1315	Public Speaking	3	0.5	3240900	Public Speaking
			0.5	13009900	Prof. Communications
SPCH 1321	Business & Professional Communication	3	0.5	3241400	Communication Application
SRVY 1313	Plane Surveying	3	1	3102500	Independent Study in Mathematics
SRVY 1301	Introduction to Surveying	3	0		Local Credit

Contract Agreement between  
Summit Speech and Language Therapy, PLLC  
and  
Priority Charter Schools

Summit Speech and Language Therapy, PLLC

1900 Paintrock Cove

Cedar Park, TX 78613

240-780-2499

[amylauerspeech@gmail.com](mailto:amylauerspeech@gmail.com)

## **Contract Agreement for Speech-Language Pathology Services**

This is an agreement between Summit Speech and Language Therapy, PLLC (“the provider”) and Priority Charter Schools (“the client”) from the date of signing until December 31, 2022. The client agrees to employ Summit Speech and Language Therapy, PLLC to provide speech-language therapy services to students at the client’s campuses.

Speech-language therapy services will be provided to students who receive admission by an Admission Review and Dismissal (ARD) Committee. The provider has no authority to admit students to speech-language therapy until each student has been admitted by the ARD Committee.

### Service Delivery and Logistics:

At this time, the provider has on-site availability to provide services at 201 Buttercup Creek Blvd, Cedar Park, TX 78613 (“Cedar Park Campus”) and 302 Serenada Dr, Georgetown, TX 78628 (“Georgetown Campus”). The provider may have availability to serve students at additional campuses, which will need to be agreed upon in writing between the client and the provider. Additionally, the provider has availability to serve students on these campuses,

and other campuses, via telepractice throughout the week. At this time, a caseload has not yet been determined by the client to the provider. The provider's availability is also subject to change.

Should the provider's caseload need to be altered by either the client or the provider, an amendment to this contract will be written and signed by both parties.

### Fee Schedule:

The provider will bill the school monthly at a rate of \$110 per hour for services and travel time required for the provider to provide services to students. Services include, but are not limited to: direct speech therapy sessions (both individual and group), indirect time, completing daily session notes/Service Logs, completing progress reports, completing evaluations, completing evaluation reports, attending ARD meetings, completing parent conferences/communication, completing school staff communication, scheduling and/or rescheduling sessions with parents and/or school staff, and completing training required. The provider will also bill the client for all travel time required for the provider to engage in services on campus.

Payment is due on the first date of each month where "Checks Will Be Cut" is noted according to the Accounts Payable Calendar provided by the client to the provider. A \$25 per day fee will be invoiced to the client if payment is not received on the due date according to the Accounts Payable Calendar.

### Scheduled Sessions and Make-up Sessions:

For each scheduled session and/or evaluation, a time commitment is made by the provider to the client and is held exclusively for the client. Should a student not be available for his/her scheduled session and/or evaluation, it is

expected that the provider will bill the client for indirect time during the unavailable student's session time and will complete tasks outlined in the Fee Schedule for students on the provider's caseload.

If a student or the provider is not available for a scheduled session, a make-up session is possible, but is not guaranteed. All make-up sessions are subject to the availability of the provider. It may not be possible in all cases for students to receive make-up sessions. If allowed by the student's Individualized Education Plan (IEP) and appropriate to each student, the provider will group students during sessions in order for each student to receive the minutes owed to them on their IEP. Should a student not receive all of the speech therapy minutes owed to them on their IEP at the end of the School Year, the provider will coordinate with parents to offer in-person and/or telepractice sessions after the School Year has ended. The provider will bill the client monthly for any services rendered should students still be owed speech therapy minutes as reflected on their IEP. The client will reimburse the provider in the same manner and timeframe outlined in the Fee Schedule.

Virtual Sessions/Teletherapy/Telepractice/("telepractice"):

During the School Year, should a shut-down occur and in-person services become impossible, telepractice will be offered to all students on the provider's caseload. Session time will remain the same as in-person services, but group sessions may need to be altered due to the Health Insurance Portability and Accountability Act (HIPAA) rules and regulations.

Electronic Communication and Telepractice:

The provider cannot ensure the confidentiality of any form of communication through electronic media, including text messages. While certain security measures are put in place in order to minimize the risk, not all electronic communication is equally protected.

For this reason, the provider recommends that primary communication be completed through email and phone calls. For online video conferencing and telepractice services, it is recommended that a platform with appropriate security measures be utilized.

Services by electronic means, including but not limited to telephone communication, the Internet, facsimile machines, video conferencing, text messaging, and e-mail is considered telepractice. For any students receiving telepractice the client needs to understand that:

1. All existing confidentiality protections are equally applicable.
2. There are potential risks, consequences, and benefits of telepractice. Potential benefits include, but are not limited to: improved communication capabilities, providing convenient access to up-to-date information, consultations, support, reduced costs, improved quality, change in the conditions of practice, improved access to treatment, better continuity of care, and reduction of lost work time and travel costs. Effective treatment is often facilitated when the healthcare provider gathers information within a session or a series of sessions, a multitude of observations, information, and experiences about the student. The provider may make assessments, diagnosis, and interventions based not only on direct verbal or auditory

3. communications, written reports, and third person consultations, but also from direct visual and olfactory observations, information, and experiences. When using information technology in services, potential risks include, but are not limited to: the provider's inability to make visual and olfactory observations of clinically or therapeutically potentially relevant issues such as: the student's physical condition including deformities, apparent height and weight, body type, gait and motor coordination, posture, work speed, any noteworthy mannerism or gestures, physical or medical conditions including bruises or injuries, basic grooming and hygiene including appropriateness of dress, eye contact (including any changes in the previously listed issues), sex, chronological and apparent age, ethnicity, facial and body language, and congruence of language and facial or bodily expression. Potential consequences thus include the provider not being aware of what the provider would consider important information, that the client and/or student may not recognize as significant to present verbally to the provider.

Minors:

If the student receiving speech therapy is a minor, the student's parents/caregivers may be legally entitled to some information about the student's treatment. The provider will discuss with the student and the student's parents what information is appropriate for all parties to receive and which issues are more appropriately kept confidential.

At-Will Contract:

This is an at-will agreement, meaning that either the provider or the client may end the contractual relationship at any time during the date of signing until December 31, 2022. Should the provider require termination of this contract, the provider will give the client as much notice as possible. It is important that a replacement speech-language pathologist be found for all of the students on the provider's caseload, but this may not be possible due to the circumstances of the situation. The client may also terminate the relationship at any point as well.

In summary, it is mutually agreed by and between the provider and the client that:

The provider will:

- Provide and perform speech-language therapy services in accordance with each student's IEP
- Create and/or maintain treatment plans to include both short term objectives and and long term goals
- Create and maintain daily session notes/Service Logs and submit these to the school at least once a month
- Consult with classroom teachers and other school professionals about modifications for the student as appropriate to his/her speech-language needs
- Conform to all applicable policies and procedures of Priority Charter Schools



Contract Agreement between  
Summit Speech and Language Therapy, PLLC  
and  
Priority Charter Schools

- Complete speech-language evaluations as requested by parents and/or school staff
- Meet the certification and licensure requirements for a Speech-Language Pathologist
- Coordinate therapy sessions with teachers and other school staff as necessary
- Provide make-up sessions as is possible within the confines of both the student's and the provider's schedule
- Submit a monthly prepared statement of charges and individual student daily session notes/Service Logs to Priority Charter Schools
- Give as much notice as possible should the provider wish to terminate this contract with the client

Priority Charter Schools will:

- Be responsible for payment of fees for services rendered by the provider to students referred to Speech-Language Therapy
- Reimburse the provider at a rate of \$110 per hour for speech-language services provided and outlined in the Fee Schedule
- Submit payment for charges to the provider on the first date of each month where "Checks Will Be Cut" is noted according to the Accounts Payable Calendar provided by the client to the provider.
- Supply the provider all necessary documents on file for each student in order for development of an appropriate treatment plan

Contract Agreement between  
Summit Speech and Language Therapy, PLLC  
and  
Priority Charter Schools

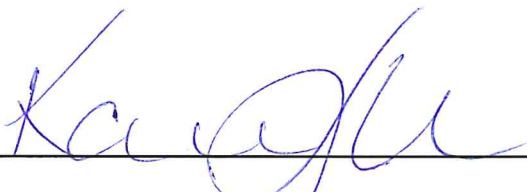
- Supply the provider with the current IEP for each student on the provider's caseload.
- Give as much notice as possible should the client wish to terminate this contract with the provider

Contract Agreement between  
Summit Speech and Language Therapy, PLLC  
and  
Priority Charter Schools

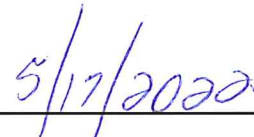
This agreement shall be effective from the date of signing until December 31, 2022, unless otherwise discussed. Should additional services be required, the client will coordinate with the provider to amend this contract by mutual agreement.

If both the provider and client sign below, this agreement shall remain in full force and effect until December 31, 2022, unless and until one of the parties gives notice in writing to the other party of their intention to terminate this contract.


BY SIGNING BELOW I AM AGREEING THAT I HAVE READ,  
UNDERSTOOD AND AGREE TO THE ITEMS CONTAINED IN THIS  
DOCUMENT.

  
\_\_\_\_\_


Karen Kimble-Skyes  
Special Programs Director  
Priority Charter Schools

  
\_\_\_\_\_

Date

  
\_\_\_\_\_

Amy Lauer, CCC-SLP  
Speech-Language Pathologist  
Summit Speech and Language Therapy

  
\_\_\_\_\_

Date