

# THE COVENANT SCHOOL

Be Transformed

CLASSICAL LEARNING IN LIKE-HEARTED COMMUNITY

## Employee Handbook 2024-2025

### MISSION STATEMENT

*To glorify God by equipping students with the tools necessary to pursue  
a lifetime of learning so that they may discern, reason, and defend  
truth in service to our Lord, Jesus Christ.*

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## PURPOSE OF THIS HANDBOOK

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This handbook has been prepared to acquaint you with our School and to give you a ready reference to answer most of your questions regarding your employment at Covenant. It is intended to communicate what you can expect from Covenant, and what Covenant expects of you. However, the contents of this handbook constitute only a summary of the employee benefits, personnel policies, and employment regulations in effect at the time of publication.

This handbook supersedes all previous handbooks, policies and practices, which are in any way inconsistent with the contents of this handbook. The School reserves the right to interpret the content of this handbook. Finally, this handbook should not be construed as creating any kind of “employment contract,” since the School reserves the right to add, change or delete benefits and policies as it deems appropriate. The School is not obligated to grant employment to any individual. Employment can be terminated voluntarily or involuntarily.

If you are employed under a contract with the School, you should refer to your contract regarding specific terms outlined therein concerning the duration of your employment. The provisions of this handbook supplement your duties and responsibilities to the School as outlined in your contract.

## 1. ABOUT OUR SCHOOL

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The Covenant School has earned a reputation for quality leadership in the field of Classical Christian Education. We gratefully acknowledge that this reputation is the result of God's good favor and of the loyalty, commitment and continued efforts of our employees. Established in 1993, Covenant is more than a classical, Christ-centered, K 12 institution. We aspire to be a dynamic, mission minded educational community of dedicated faculty and like-hearted families committed to teaching and training students with an academically rich and robust curriculum, unapologetically grounded in orthodox Christian belief and immersed in the great ideas, artists, and books of Western Civilization. It is the ongoing mandate of our founders, governing board, and community that the School's mission guide our instruction, conversation and behavior at all times.

### 1.1. MISSION STATEMENT

To glorify God by equipping students with the tools necessary to pursue a lifetime of learning so that they may discern, reason, and defend truth in service to our Lord, Jesus Christ.

### 1.2. HISTORY OF OUR SCHOOL

Today, Covenant carries on the traditions of two prior Schools whose founding families were visionary pioneers. Covenant Christian Family School (grades K-6) was founded in 1993 by parents who desired a Christ-centered and Classical education for their elementary age children. In 1996, several Covenant families joined a small group of other interested parents to start Logos Academy (grades 7-12) so that their children could continue their education within a Christ-centered, classical, and college-preparatory framework. In 2001, these two Schools merged to form The Covenant School (grades K-12).

### 1.3. CORE VALUES

The founders of Covenant were committed to providing an education committed to:

- Honoring God through humility, sacrifice, and service.
- Teaching from a Christ-centered worldview with all subjects integrated around the revealed Word of God.
- Recognizing the primacy of parents in their children's education.
- Employing outstanding teachers and administrators who confess and demonstrate the saving work of Jesus Christ in their lives, a reverence for the classical tradition, and a life-time love of learning.
- Encouraging each student to grow in his or her personal relationship with Jesus Christ.
- Applying grammar, logic, and rhetoric to spur on students' love of truth and discovery.
- Emphasizing the classical liberal arts and sciences (the Trivium and Quadrivium) and Charlotte Mason principles as the primary means of teaching and learning.

### 1.4. VISION STATEMENT

In humble obedience to Jesus' greatest commandments, The Covenant School seeks to teach and train students to love their neighbors as themselves and to love God with all their hearts, souls, and minds. Rooted in the conviction that human beings are persons made in the image of the Triune God, the School recognizes the primacy and sanctity of relationships in the educational process. As an academic institution, the School has a dedicated faculty of compassionate mentors and lifetime learners who guide a qualified range of students through a rigorous, classical, and Christ-centered curriculum. As a diverse community, the School is unified and animated by a

shared commitment to education, to Christ, to the authority of Scripture, and to a biblical worldview. Within an atmosphere of predictability and support, families and faculty work together to instill in students the habits necessary to value and embody the good, the true, and the beautiful in all areas of life. Through both hard work and the work of grace in the renewal of their minds, students grow in knowledge, understanding, and wisdom in order to love God thoughtfully and to impact the world radically for His glory.

## **1.5. DOCTRINAL AND BELIEF STATEMENTS**

As an independent Christian school not affiliated with a local church or denomination, Covenant attracts families, students, and staff from across Christian traditions. The following statements of faith and beliefs shape the boundaries of our theological identity and Christian practice. These statements establish those doctrines taught with authority within our School community. We refer other doctrines (e.g. church governance, the sacraments, gifts of the Spirit, etc.) to families and local churches for final authority.

### **Statement of Faith**

We believe in the verbal, plenary inspiration of both the Old and New Testament, i.e. that the very words of the original Scriptures are infallible and inerrant and that they are our final and absolute authority in every area of life and knowledge.

We believe that there is one God, eternally existent in three Persons: Father, Son, and Holy Spirit. He is omnipotent, omniscient, and omnipresent.

We believe in the deity of our Lord Jesus Christ, His virgin birth, His sinless life, His miracles, His vicarious and atoning death through His shed blood, His bodily resurrection, His ascension to the right hand of the Father, and His personal return in power and glory.

We believe that God the Holy Spirit is a personal being who convicts the world of sin, regenerates, indwells, empowers, guides, bestows spiritual gifts on believers, and seals them eternally for God. We believe that for the salvation of lost and sinful men, regeneration by the Holy Spirit is absolutely necessary.

We believe that man was created by a direct act of God in His image, not from previously existing life, that all men sinned in Adam (the historical father of the entire human race) and thus incurred both physical and spiritual death and inherited a sinful nature.

We believe that salvation is by grace alone through faith in Christ alone.

We believe that faith without works is dead.

We believe in the bodily resurrection of both the just and the unjust; the everlasting blessedness of the saved and the everlasting punishment of the lost.

We believe in the spiritual unity of all believers in our Lord Jesus and that all are under the mandate to proclaim the Gospel to the world.

## Statement of Beliefs

Covenant believes that all matters of faith and conduct must be evaluated on the basis of the Holy Scripture, the Old and New Testaments (“Holy Scripture”), which is our infallible guide. (2 Timothy 3:16–17). Because Holy Scripture does speak to the nature of human beings and their sexuality, it is imperative that we correctly understand and articulate what Holy Scripture teaches on these matters. We are committed to the home and family as set forth in Holy Scripture. Based on Holy Scripture we believe:

**Marriage** – Covenant believes God has ordained and created marriage to exist between one man and one woman, with absolute marital fidelity. It is our firm conviction that we uphold the dignity of each individual as we embrace the unchanging and longstanding principles of scriptural truth. (Genesis 1:27-28, Genesis 2:18-24, Matthew 19:4-9, Mark 10:5-9, Ephesians 5:31-33)

**Sexual Orientation** – Covenant believes that God created and ordered human sexuality to the permanent, exclusive, comprehensive, and conjugal “one flesh” union of man and woman, ordered to procreation and biological family, and in furtherance of the moral, spiritual, and public good of binding father, mother, and child. Consequently, we believe that professing Christians should resist any and all same-sex sexual attractions and refrain from any and all same-sex sexual acts or conduct. (Genesis 1:27, Genesis 2:24, Matthew 19:4-6, Mark 10:5-9, Romans 1:26-27, 1 Corinthians 6:9-11, Ephesians 5:25-27, Revelation 19:7-9, Revelation 21:2)

**Gender Identity** – Covenant believes that God created mankind in His image: male (man) and female (woman), sexually different but with equal personal dignity. Consequently, we believe that professing Christians should affirm their biological sex and refrain from any and all attempts to physically change, alter, or disagree with their predominant biological sex. (Genesis 1:26-28, Romans 1:26-32, 1 Corinthians 6:9-11)

By accepting employment at Covenant, you are indicating:

1. that you have read The Covenant School’s Statement of Faith and Statement of Beliefs, and
2. that you agree these Statements are consistent with your own orthodox Christian beliefs, and
3. that you will teach students and / or carry out your duties as an employee consistent with these Statements, and
4. that you will live a lifestyle consistent with these Statements, and
5. that should you find yourself having exceptions to these Statements, or if your beliefs change to be contrary to these Statements, you will notify the Head of School.

## 1.6. CHRIST-CENTERED EDUCATION

At Covenant we pursue the unity of all knowledge under the Lordship of Christ. Our educational approach is grounded in the presupposition that God’s Word is authoritative and that true wisdom is impossible without a humble recognition of His authority over all endeavors. God cannot be removed from the proper study of any academic discipline. We do not believe that knowledge is value neutral. How we interpret it has implications for understanding and wisdom.

Covenant seeks to reinforce our students' deepening wonder and knowledge of God and His creation. From Grammar School, through Bible reading in class and Scripture memorization, to Rhetoric School, with theology courses taught, we hold God's truth as central to our mission. Furthermore, all subjects are taught through a biblical worldview, and students are called to hold and present knowledge in a Christ-like manner.

We want to prepare our students for Kingdom service by expecting obedience and correcting sinful behavior. In conjunction with their families and churches, Covenant seeks to instill in students the habits of respect, attention, truthfulness, self-control, and unselfishness. Moreover, we want to send graduates into colleges and universities who possess the tools to winsomely represent the Christian faith and who are prepared to be salt and light in our culture.

## **1.7. CLASSICAL EDUCATION**

Covenant is deeply convinced that the educational methodology we employ must be time-tested, developmentally appropriate, and effective in producing critical thinking skills and winsome communication. To accomplish these educational goals, Covenant has adapted a version of the Classical Model. The Classical Model comes from the Seven Liberal Arts of the Middle Ages: grammar, logic, rhetoric, arithmetic, geometry, music, and astronomy. The first three of these seven constitute the trivium; the other four, the quadrivium.

The Grammar School (E-5) provides the foundation of knowledge upon which the others build. This knowledge consists of the basic facts of any particular subject. Charlotte Mason's educational principles play an important role in shaping our classical curriculum. A 19th-century classical English schoolmistress, Mason fought for the inclusion of Christian principles into the schools of her day and for the recognition that a child's parents are his primary educators.

Mason sought to ensure that the child was not lost or demoralized in the learning process. For her, education was about the cultivation of an atmosphere that encourages the formation of habits and discipline in children. She also recognized that children are human beings, not robots. They have different ways of learning and thus benefit from a combination of pedagogical tools. Mason emphasized simple but powerful tools such as narration, nature study, and picture study to help students develop an appreciation for God's creation. These methods reinforce Covenant's conviction that learning, while at times difficult, should be enjoyable. This in turn fosters a love for learning.

Following the grammar stage of the trivium, the Logic School (6-8) or "dialectic" stage emphasizes the relationships among the facts through which students are trained in the art of thinking clearly and reasonably. The uniqueness of the logic stage is found in the formal study of logic in the seventh and eighth grades. Through the study of logic and its application in other classes, the student is trained in the art of thinking clearly and reasonably. At this stage, teachers employ debates, written and oral presentations, dramatic reenactments, and critiques. Teachers also employ the "Socratic Method" as a primary pedagogical tool to engage students to think critically.

The final stage of the trivium is the Rhetoric School (9-12) stage. Rhetoric emphasizes the art of persuasive expression in written and spoken form. In this stage, the student is given multiple opportunities to speak and present in class or in chapel through oral presentations, debates, speeches, and recitations. The capstone of the Covenant education is the research, writing, and oral defense of a thesis project by our seniors. Through the rhetoric stage our vision is to equip students with the tools to present themselves - no matter the setting - in a clear, cogent, and winsome way.



The Classical model enables us to maintain a focused, in-depth approach to education and protects us from the whims of modern educational theory. Moreover, through the trivium of grammar, logic, and rhetoric, one finds a biblical parallel with knowledge, understanding, and wisdom. Our hope is that as we cultivate their intellectual appetites and imaginations, our students will seek that which is good, true, and beautiful for a lifetime.

## **1.8. ACCREDITATION AND MEMBERSHIPS**

The School is accredited by SAIS and Cognia. Covenant is affiliated with the Society for Classical Learning (SCL) and Independent School Management (ISM), and is a member of the National Association of Independent Schools (NAIS) and the Texas Association of Private and Parochial Schools (TAPPS).

## **1.9. GOVERNANCE**

Covenant is governed by a Board of Trustees in accordance with the objectives and mission of The School as stated in The Covenant School Bylaws. Board members serve one three-year term, which is renewable. Most Board members chair and oversee a particular committee. As an ex officio, non-voting Member of the Board, the Head of School works under the direct oversight of the Board and is responsible for overseeing the administrative team and faculty.

## **1.10. "AT-WILL" EMPLOYMENT**

This handbook does not alter the "at will" nature of your employment. While Covenant expects your participation for and intends your employment for the duration of your contract or employment agreement period, you have the right to terminate your employment at any time, with or without cause, and the School has the same rights. Nothing contained in this handbook or in any other materials or information distributed by the School creates a contract of employment between an employee and the School.

# **2. WORKPLACE COMMITMENTS**

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## **2.1. RULES TO PROTECT US ALL**

The Covenant School has certain policies and rules pertaining to the conduct of our employees. Our most important rule is the "rule of reason." It is each employee's responsibility to thoroughly familiarize yourself with Covenant's policies and apply them in your day-to-day work and behavior.

Violation of any of the rules or policies set forth in this Handbook may lead to discipline, up to and including immediate discharge. Obviously, this list is not all-inclusive and there may be other circumstances for which employees may be disciplined, up to and including immediate termination. If you have any questions about School rules or policies, or what we expect of you as one of our employees, please discuss them with your Supervisor.

## **2.2. OUR EMPLOYEE RELATIONS POLICY**

We are dedicated to a positive employee relations program. We will do our best to maintain good working conditions, competitive wages and benefits, open communications, and employee involvement.

## **2.3. IF YOU HAVE A PROBLEM**

In the spirit of transparency, truth, and building trust, if there is something about your work that is troubling you, let us discuss it. We cannot answer questions or solve problems unless we are made aware of issues that need to be addressed.



Our open community offers all employees the freedom to discuss anything they wish with their Supervisors, Division Heads, and the Head of School. Whenever you have a problem, it can usually be resolved by following these steps:

- Any concern should first be discussed with your immediate Supervisor. Very often, your Supervisor is in the best position to handle difficulties satisfactorily.
- If your Supervisor cannot solve the problem or if you are not satisfied after this phase, you should request to speak to your Division Head, if applicable.
- If you still feel the need to speak to other members of leadership after you have spoken with your Supervisor and your Division Head, we encourage you to speak to the Head of School.

In the event you have a concern, and for personal reasons you cannot follow the steps in this procedure, you may request to go directly to the Head of School. Please email with the Head of School for advice and assistance.

When you share with us any concern, issue, or problem, we will act to answer you as soon as possible. As a community of fallen human beings in a sinful world who are called to work closely with fallen children on a daily basis, we shouldn't be surprised to experience some conflict with each other. Conflict is not a bad thing. It can be, in fact, a healthy development if managed and channeled in a way that is constructive, affirming to all involved, and honoring to the Lord. Conflict is best handled in person and not via email. In the spirit of Matthew 18, the following guidelines are to be followed when conflict surfaces between the faculty and staff at Covenant:

- A faculty or staff member who has an issue with another faculty or staff member should bring that issue directly to that faculty or staff member seeking to resolve the conflict in person.
- If a faculty or staff member continues to have an unresolved issue with another faculty or staff member after having gone to that person directly, he should bring the issue to his appropriate Supervisor.
- As need be, additional steps will be taken with unresolved conflict issues involving the Head of School.
- If a faculty or staff member has a grievance with their Supervisor or the operations of the School in general, he should bring his concerns to the appropriate School Head in person. Similarly, if a Supervisor has a grievance with a faculty or staff member, he should bring his concerns to the appropriate faculty or staff member in person.
- If the problem remains unresolved, a faculty, staff member or Supervisor may appeal the decision to the Head of School who will seek to mediate and achieve reconciliation for all involved.

## **2.4. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION POLICY**

It is the policy of the School to maintain a school environment that is free from discrimination and to conduct its educational practices, admissions program, financial aid policies, hiring, and other school administrative programs on the basis of an individual's qualifications and abilities. The School does not discriminate on the basis of race, color, sex, national origin, age, marital status, disability, or any other characteristic protected by law, unless a particular status protected by federal, state, or local laws contradict the deeply-held religious convictions of The Covenant School.

The Covenant School reserves the right to carefully and fully explore the religious values, faith, and convictions (including personal conduct) of applicants and employees in order to employ those individuals who align with

the School's mission, support, advance, and live in a manner consistent with the School's doctrinal statement and Biblical position, which include our Statement of Faith and Statement of Beliefs.

## **2.5. NON-HARASSMENT POLICY**

As a Christian School, we encourage and model exemplary virtuous behavior among all members of our community. These standards of moral and spiritual purity are expected to far exceed common standards within the wider culture. We do not and will not tolerate intentional and unintentional harassment of our employees or students. The term "harassment" includes, but is not limited to, slurs, jokes, and other verbal, graphic or physical conduct relating to an individual's race, color, sex, religion, national origin, citizenship, age, or disability. "Harassment" also includes, but is not limited to, sexual advances, requests for sexual favors, offensive touching, and other verbal, graphic or physical conduct of a sexual nature.

"Unlawful harassment" is conduct that has the purpose or effect of creating an intimidating, hostile, or an offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities because of the individual's membership in a protected class.

"Unlawful harassment" includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, marital status, religion, age, disability, veteran status, or another characteristic protected by state or federal law.

Violation of this policy will subject an employee to disciplinary action up to, and including, immediate termination.

If you feel that you are being harassed in any way by a coworker, parent, student, or by an employee of a vendor, you should notify one of the individuals designated below immediately. In addition, if you believe that a student is being harassed in any way by an employee, parent, student, or by an employee of a customer or vendor, you should notify one of the individuals designated below immediately. Any such matter will be thoroughly investigated, and where appropriate, disciplinary action will be taken.

You should also be aware that no Supervisor or other member of our administrative team is authorized to make any employment decision based in any way on an employee's submission to or rejection of sexual conduct or advances. No Supervisor or other member of our administrative team has the authority to suggest to any employee that the employee's continued employment or future advancement will be affected in any way because the employee enters into or refuses to enter into any form of sexual or other personal relationship with the Supervisor or member of our administrative team. No Supervisor or member of our administrative team may coerce an employee into a sexual relationship and then reward the employee. No Supervisor may take disciplinary action against an employee or deny a promotion, transfer, award, etc. to an employee because he or she has rejected sexual advances.

In addition, no faculty member or other employee is authorized to make any academic or disciplinary decision based in any way on a student's submission to or rejection of sexual conduct or advances. No faculty member or other employee has the authority to suggest to any student that the student's continued attendance or future advancement will be affected in any way because the student enters into or refuses to enter into a form of sexual or other personal relationship with the faculty member or other employee.

If you believe that a Supervisor, member of our administrative team, employee, parent, customer, or vendor has acted inconsistently with this policy, please immediately contact either the Head of School or the Assistant Head of School for Finance and Operations.

You will not be penalized in any way for making a good faith report of improper conduct. If you believe that you have been retaliated against for making a report under this policy in good faith, please immediately contact one of the above individuals.

Please do not assume that the School is aware of unacceptable situations. Please bring your complaints and concerns to our attention so that we can resolve them.

The Covenant School prohibits all bullying whether on campus, off campus or using electronic media. Covenant recognizes that a safe and civil environment in school is necessary for students to learn and achieve high academic standards. Covenant finds that bullying, and all other inappropriate behavior disrupts both a student's ability to learn and a school's ability to educate its students in a safe environment and is contrary to grace and love. The Covenant School is committed to providing an environment free from any form of sexual harassment. Sexual harassment unwanted and unwelcomed sexual advances or language is a violation of both the law and Covenant's policy and will not be tolerated. Males and females can both be victims and perpetrators of sexual harassment. It is an issue that may affect any member of the Covenant community and will be dealt with promptly by the administration. Report any harassment immediately to your Supervisor or the Head of School.

Definition:

"Bullying" means the repeated, or recurrent exercise of power by a person or group of persons against another person that causes physical harm or emotional distress. Verbal expression, whether oral, written, or electronic, is included within the definition of "bullying" to the extent that such expression is demeaning, lewd, indecent, obscene, advocating for illegal or immoral conduct, intended to incite an immediate breach of peace, or the severe and pervasive use of threatening words that inflict injury; or The School administration reasonably believes that such expression will cause an actual, material disruption of school work.

## **2.6. SEXUAL HARASSMENT**

While all forms of harassment are prohibited, special attention should be paid to sexual harassment. It is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature whereby:

- Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual's employment or as a basis for employment decisions.
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, a hostile, or an offensive work environment.

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwanted sexual advances, whether they involve physical touching or not;
- Sexual epithets; jokes; written or oral references to sexual conduct; gossip regarding one's sex life; comments about an individual's body; and comments about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons;
- Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one's sexual experiences; and
- Discussion of one's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual or other harassment and retaliation against individuals for cooperating with an investigation of sexual or other harassment complaints violate School policy.

The School is committed to creating and maintaining a workplace environment in which employees have an opportunity to participate and contribute to the success of the School and are equally valued for their skills, experience and unique perspective.

## **2.7. DISABILITY ACCOMMODATIONS**

The School is committed to complying with the laws protecting qualified individuals with disabilities. The School will provide a reasonable accommodation for any known physical or mental disability of a qualified individual with a disability to the extent required by law, provided the requested accommodation does not create an undue hardship for the School and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual. If you require an accommodation to perform the essential functions of your job, you must notify Human Resources. Once the School is aware of the need for an accommodation, the School will engage in an interactive process to identify possible accommodations that will enable the employee to perform the essential functions of the job.

## **2.8. WHISTLEBLOWER POLICY**

The Employee Code of Business Conduct and Ethics requires all employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. The School expects all employees to practice honesty and integrity in fulfilling their responsibilities and to comply with the Code and with all applicable laws and regulations.

This Whistleblower Policy is intended to facilitate the reporting of violations or suspected violations of applicable laws or regulations or of any of the School's policies. It is the responsibility of all employees to report any such violations or suspected violations in accordance with this Whistleblower Policy:

### **What types of violations or suspected violations are covered by this Whistleblower Policy?**

We strongly encourage the prompt reporting of any of the following violations or suspected violations: questionable accounting, internal accounting controls, or auditing matters; violations of local, state, or federal laws or regulations; violations of the School's harassment, discrimination, drug and alcohol, interactions with student's policy, violations of the School's Code of Conduct and Ethics.

### **How do I report a violation?**

Employees are strongly encouraged to raise their concerns about violations or suspected violations by submitting them in the form of a complaint to Joe Brogdon (jbrogdon@covenantdallas.com), our Controller. All complaints should be in writing and should include a full statement of the acts or omissions, along with relevant dates, forming the basis of the complaint. In addition, the complaint should state that it is being made pursuant to this Whistleblower Policy.

To facilitate the investigation of the complaint, the complaint should include contact information for the person making the complaint. Reports of concerns and investigations pertaining thereto shall be kept confidential to the extent possible. However, consistent with the need to conduct an adequate investigation, complete confidentiality cannot be guaranteed. An employee submitting a complaint on a confidential, anonymous basis is not required to include contact information, but should be aware that the nature of the concerns may lead to the identification of that person as the source of the complaint.

### **How will reported violations be investigated?**

The School will assess every complaint submitted under this Whistleblower Policy and determine the appropriate next steps, including investigation and resulting corrective and/or disciplinary actions, if appropriate.

### **Will my employment be terminated if I report a violation under this Whistleblower Policy?**

This Whistleblower policy is intended to encourage all employees to raise serious concerns within the School for investigation and appropriate action. With this goal in mind, the School does not permit retaliation (for example, disciplinary action, demotion, or job termination) or discrimination of any kind against any individual for submitting, in good faith, a complaint under this Whistleblower Policy. Moreover, an individual who retaliates against someone for reporting a concern in good faith is subject to discipline up to and including termination of employment. At the same time, employees are expected to act in good faith. Good faith means that the employee has reasonable grounds for believing the matter raised is a Violation. Reports not made in good faith will be viewed as a serious disciplinary offense and may result in discipline, up to and including termination of employment. Depending on the circumstances, such conduct may give rise to other actions, including civil or criminal lawsuits.

## **2.9. VERIFICATION OF EMPLOYMENT ELIGIBILITY**

The School is committed to employing only United States citizens and aliens who are legally authorized to work in the United States. We also do not unlawfully discriminate on the basis of citizenship or national origin.

In order for us to comply with the Immigration Reform and Control Act of 1986, all new employees, as a condition of employment, must complete the Employment Eligibility Verification Form I 9 and provide documentation that establishes their identity and eligibility for employment. Former employees who are subsequently rehired must also complete an I 9 and provide appropriate documentation if 1) they have not completed an I 9 with the School within the past three years, or 2) their previous I-9 is no longer valid or was not retained.

If you have questions or want more information on immigration law issues, you are encouraged to contact the Head of School. You can raise questions or complaints about immigration law compliance without fear of reprisal.

## **2.10. EMPLOYEE PRIVACY POLICY**

It is the School's goal to respect the individual privacy of its employees and at the same time maintain a safe and secure workplace. When issues arise, employees may be requested to cooperate with an investigation. The investigation may include the following procedures to safeguard the School and its employees:

- Searches of personal belongings
- Searches of work areas
- Searches of private vehicles on school premises
- Medical examinations, and the like.

Failure to cooperate with an investigation is grounds for termination. Providing false information during any investigation may lead to discipline, including termination.

The School has the right at any time to monitor and search all computer equipment, its communications systems and networks as allowed by law to help ensure employee and student safety and security. Accordingly, materials that appear on school hardware or networks are subject to monitoring and review by the School at any time without notice to the employees.

Monitored activity may include voice, e-mail, and text communications, as well as Internet search and browsing history. The School also reserves the right to retrieve and read any computer files, messages or data that are composed, sent, or received through Internet connections or stored in our computer systems. There is no expectation of privacy in such property.

Employees are generally expected to make use of the School's facilities only for school purposes. Employees who make excessive use of the communications system for personal matters are subject to discipline. Employees are expected to keep personal communication to a minimum and to emergency situations.

Video surveillance of non-private workplace areas may be conducted. Video monitoring is used to identify safety concerns, maintain security, detect theft and misconduct, and discourage and prevent acts of harassment and violence.

Violation of any aspect of the School's communication and computer system security and usage policy may result in disciplinary action, up to and including termination. The School will also seek civil damages against any employee who appropriates or copies the School's property as described in this Policy.

## **2.11. PRIVACY – SOCIAL SECURITY**

It is the School's policy that Social Security numbers obtained from employees are confidential information.

Social Security numbers will be obtained, retained, used, and disposed of only for legitimate business reasons and in accordance with the law and this policy. Documents or other records containing employee Social Security numbers generally will be requested, obtained, or created only for legitimate business reasons consistent with this policy.

All records containing Social Security numbers (whether partial or complete) will be maintained in secure, confidential files with limited access.



Any employee who obtains, uses, or discloses Social Security numbers for unauthorized purposes or contrary to the requirements of this policy and procedure may be disciplined, up to and including discharge. The School will cooperate with government investigations of any person alleged to have obtained, used, or disclosed Social Security numbers for unlawful purposes.

### 3. EMPLOYMENT CLASSIFICATION

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#### 3.1. EMPLOYEE STATUS

The Fair Labor Standards Act requires all employees to be classified according to the overtime provisions of the law. For the purpose of paying any compensation, all employees are classified as either “exempt” or “non-exempt” from overtime compensation.

##### **Exempt vs. Non-Exempt**

- **Exempt employees:** Employees who are exempt from the overtime pay requirements of the law. Exempt employees are paid on a salary basis, as described within the definitions of the Fair Labor Standards Act.
- **Non-exempt employees:** Employees who are not exempt from the overtime provisions of the Fair Labor Standards Act are entitled to receive overtime for all hours worked beyond 40 in a workweek.

In addition, the Assistant Head of School for Finance and Operations is responsible for classifying all employees into one of three categories for eligibility to receive certain benefits offered by the School. These categories are defined as follows:

**Full-time 12-month employees:** Full-time 12-Month employees are active employees who are normally scheduled to work 40 hours per week all year long. Full-time, 12-Month employees are typically eligible for all of the benefits set forth in the following pages.

**Full-time 10-month employees:** Full-time 10-month employees are active employees who are normally scheduled to work 40 or more hours per week during the actual academic year, but not during the summer months. Full-time 10-month employees are typically eligible for many of the benefits set forth in the following pages.

**Part-Time employees:** Part-time 12-month employees are active employees who are normally scheduled to work fewer than 40 hours per week all year long. Part-time 10-month employees are active employees who are normally scheduled to work fewer than 40 hours per week during the actual academic year, but not during the summer months. Part-time employees are not eligible for most benefits.

If you have any questions concerning your status or the benefits for which you qualify, please contact Human Resources.

#### 3.2. PROBATIONARY PERIOD

For every new employee, the first ninety (90) calendar days of full-time active employment (beginning with your first day of active employment) is a trial period for both you and the School. This period is to allow you to learn about the School, your job, and your new surroundings. Your Supervisor will be available to answer any questions that you may have.



During this period your job performance, attendance, attitude and overall interest in your job will be carefully reviewed by your Supervisor. The School will then evaluate your performance and make a decision concerning your continued employment.

If, as a result of an illness or injury or any other reason, you are absent from work for more than five days during your probationary period, we may choose to extend your probationary period as necessary to give you a fair opportunity to demonstrate your ability to do the job. If your probationary period is extended, you will be notified.

Should an employee's performance become unsatisfactory at any time during this probationary period, the employee will be subject to discharge at that time. However, the completion of a probationary period does not change the employment "at-will" relationship between a Covenant Employee and the School.

For brand new employees and/or pre existing employees in new positions, this plan could involve 3 week, 6 week and 90 day interactions including communications between faculty and their immediate Supervisors, classroom visits, and a written assessment evaluating the first 90 days and identifying areas of growth opportunity.

### **3.3. NEW EMPLOYEE ORIENTATION**

All new employees must attend New Employee Orientation during which you will be oriented on the School's procedures and policies. Please feel free to contact Human Resources about any questions you may have about the School's policies and procedures.

### **3.4. JOB DESCRIPTIONS**

Employees are given a job description before they begin employment. A job description summarizes your duties and responsibilities and gives you important information about your new job. Please read and study your job description carefully and discuss it with your Supervisor if you have any questions. The School reserves the right to revise and update your job description at any time it deems appropriate.

### **3.5. DOCUMENTATION FOR EMPLOYMENT**

Qualifications for faculty and staff without regard to race, color, national origin, age, sex or physical ability (provided the person is able to fulfill all requirements of the position). Covenant actively seeks to hire qualified Christian faculty members who demonstrate the following attributes. This list of attributes provides an ideal picture of a Covenant teacher. This faculty profile helps inform ongoing efforts in mission-appropriate personal and professional growth.

**Lifetime Learner** - Manifests a growing intellectual curiosity, honesty, passion and courage to explore all of God's truth, goodness and beauty across all disciplines. Through continuing educational opportunities, seeks a deepening mastery of one's domain while broadening exposure to new areas of knowledge and culture.

**Gifted Teacher** - Exemplifies a proven competency in area(s) of expertise with a winsome ability to instill a growing understanding and a love of learning among students. Creates a safe and orderly classroom atmosphere for students to learn and live within a context of clear, supportive and predictable expectations.

**Called Educator** - Driven by specific conviction to educate students across a diversity of aptitudes and interests. More than a mere conveyor of information, recognizes self-conscious calling to be a wise mentor, tenacious trainer, gracious disciplinarian, and effective problem solver.

**Committed Colleague** - Views role in the context of overlapping, integrated and equally important collegial relationships among all employees. Seeks to promote and contribute positively to a supportive, professional, mission focused “sense of community” with all constituent groups.

**Effective Communicator** - Engages students, parents and colleagues with responsive, proactive and collaborative communication. Committed to honest, clear, self-controlled, and gracious engagement and to the biblical directive of conflict resolution, always committed to truth in love (e.g., Matt. 18).

**Committed Christian** - Confesses the saving work of God’s grace through modeling godly wisdom, exemplifying Christian virtues, and demonstrating a growing pursuit of Christ. Pursues an intimate relationship with Christ, evidenced by the fruit of the Spirit in speech, countenance, and behavior.

**Thoughtful Christian** - Displays a seasoned capacity to know Scripture, to love God with one’s mind, and to articulate the moral/doctrinal implications of a biblical worldview. Committed to engaging culture and all of life under the Lordship of Jesus Christ, believing that pursuing the true, the good, and the beautiful is the pursuit of God.

**Church-Going Christian** - Demonstrates a consistent commitment to the God-ordained ministry (e.g., Word, sacrament, authority, accountability) of a local church in the historic Christian tradition. Does not allow the School to become a substitute for and/or excuse from a growing relationship to a distinct worshipping community.

**Relationally Intelligent** - Respectful of all humans as image-bearers of God, engages students, parents and colleagues with emotional maturity, self-restraint, humility, and a sense of humor. Connects with all constituent groups in an appropriately humble, humane and approachable manner, always seeking to listen before being heard.

**Servant Leader** - Honors God and others through humility, sacrifice and service as ordained instruments for the instruction of His children and the building up of Christ’s Body. Assumes the best and acknowledges the good of every student, parent and colleague.

Faculty candidates shall have at least a bachelor’s degree or equivalent. Additional requirements include the following:

- Signed agreement with the School’s Statements of Faith and Beliefs
- Regular attendance at a local church
- Signed permission for criminal background check.

The employee must hold all licenses and certifications current and in good standing with the issuing agency or other authority, as may be required under Texas law for performance of the employee’s duties and responsibilities. The employee also must complete an application for employment by the School in which he/she truthfully and fully discloses to the School his/her educational and professional qualifications, training and experience. Any misrepresentations or omissions in the application or preemployment process is grounds for immediate dismissal.

The employee must file any health related certificates or other documents required by law. Persons accepting employment from the School must be able to perform the essential duties and responsibilities of employment.

## **4. SALARY AND BENEFITS**

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### **4.1. YOUR PAY**

We make direct deposits on the last business day of the month, covering the hours worked during the previous pay period. Each paycheck shall have deducted from it withholding taxes, Social Security taxes and all other sums required by law, or agreed upon between you and the School. Any questions or concerns about your pay amount or deductions should be brought to the attention of the Accounting Department immediately.

### **4.2. OVERTIME AND OVERTIME PAY**

There may be times when the workday must be extended past regular working hours to meet the needs of the School. If this happens, we may schedule nonexempt employees to work overtime hours. When possible, we will try to let you know in advance of a mandatory overtime assignment.

All nonexempt employees will be paid overtime compensation in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked. For this reason, time off for sick leave, vacation, and other paid or unpaid leaves of absence is not considered hours worked for the purpose of calculating overtime pay.

If you fail to work scheduled overtime or work overtime without receiving your administrator's prior authorization, you may be subject to disciplinary action, up to and including possible termination of employment.

### **4.3. DIRECT DEPOSIT**

All employees are required to sign up for direct deposit. You may choose to have your paycheck deposited directly to the financial institution of your choice. You can elect to have a portion of your paycheck deposited directly to your checking or savings account, or other types of bank accounts. You may obtain forms and additional information about the direct deposit options from the Accounting Department.

### **4.4. DEDUCTIONS FROM PAY**

The School is legally required to make certain deductions from every employee's compensation. Among these deductions are federal, state, and local taxes as appropriate. We are also legally required to deduct Social Security taxes on your earnings up to a maximum amount, which is called the Social Security "wage base." The School contributes to your Social Security by matching the amount of Social Security taxes deducted from your compensation.

The School offers programs and benefits to eligible employees beyond those required by law. You may voluntarily authorize deductions from your paycheck to cover your portion of the cost of these programs. If you have questions concerning why a deduction was made from your paycheck or how your paycheck is calculated, contact the Accounting Department.

### **4.5. SALARIED EXEMPT EMPLOYEES AND DEDUCTIONS**

The School treats certain employees as being "salaried-exempt," meaning among other things that they are executive, administrative, or professional employees paid on a "salary basis" who are exempt from the minimum wage, overtime, and timekeeping requirements of the federal Fair Labor Standards Act (FLSA).

Teachers are specifically identified by the Department of Labor as being exempt from the provisions of the FLSA (exempt from overtime).

This policy is intended solely to implement FLSA regulatory requirements and is not to be considered any type of contract. The School does not make improper deductions from the salaries of exempt employees and complies with the salary basis requirements of the Fair Labor Standards Act (FLSA). Employees classified as exempt from the overtime pay requirements of the FLSA will be notified of this classification at the time of hire or change in position.

The FLSA limits the types of deductions that may be made from the pay of an exempt employee. Deductions that are permitted include:

- Deductions that are required by law, e.g., income taxes
- Deductions for employee benefits when authorized by the employee
- Absence from work for one or more full days for personal reasons other than sickness or disability
- Absence from work for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing compensation for salary lost due to illness
- Offset for amounts received as witness or jury fees or for military pay
- Unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions; and
- Any full workweek in which the employee does not perform any work.

If an employee classified as exempt believes that an improper deduction has been taken from the employee's pay, the employee should immediately report the deduction to the Accounting Department. The report will be promptly investigated, and if it is found that an improper deduction has been made, the School will reimburse the employee for the improper deduction.

#### **4.6. MEDICAL, DENTAL, AND VISION PLAN**

We provide medical, dental, and vision insurance coverage for our full-time employees who meet the eligibility requirements and who elect coverage. For all new employees, coverage normally begins on the first day of the month following a 30 day waiting period once you have completed all necessary paperwork. It is your responsibility to notify the Accounting Department if you desire insurance coverage. The School currently pays a portion of the insurance premiums for our employees. Family coverage is also available at the employee's expense through payroll deductions.

#### **4.7. LIFE INSURANCE**

We provide life insurance coverage for all of our full-time employees who meet the eligibility requirements and who elect coverage. Coverage normally begins on the first day of the month after a 30-day waiting period from your first day of employment. The School currently pays the cost of this insurance. Supplemental life insurance for employees is also available at a very low cost through payroll deductions. You may obtain additional information about the Plan through Human Resources.

#### **4.8. DISABILITY INSURANCE**

We provide long-term disability insurance coverage for our full-time employees who meet the eligibility requirements and who elect coverage. Coverage normally begins on the first day of the month after a 30-day waiting period from your first day of employment. The School currently pays the cost of this insurance. You may obtain additional information about the Plan through Human Resources.

#### **4.9. RETIREMENT SAVINGS PLAN**

The School provides a retirement savings plan for all employees who have attained the minimum service requirements. Both the employee and the School contribute to the Plan for each eligible employee.

All employees are provided Summary Plan Description booklets and other materials as required by law. You may obtain additional information regarding the Plan through Human Resources.

#### **4.10. CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (COBRA)**

COBRA requires that most employers sponsoring group health plans offer employees and their families the opportunity for a temporary extension of health coverage (called “continuation coverage”) at group rates in certain instances where coverage under the plan would otherwise end. This notice is intended to inform you, in a summary fashion, of your rights and obligations under the continuation coverage provisions of the law.

If you are an employee of the School, covered by the School’s medical insurance plan, you have the right to choose continuation coverage if you lose your group health coverage because of a reduction in your hours of employment or the termination of your employment for reasons other than gross misconduct on your part. Your eligible dependents may also have the right to elect and pay for continuation coverage for a temporary period in certain circumstances where their coverage under the Plan would otherwise end. If you have any questions concerning your rights under COBRA, please contact the Accounting Department.

#### **4.11. FACULTY TUITION DISCOUNT**

All full-time employees are eligible as follows:

As of 07/01/2017, tuition remission is no longer provided as a benefit of employment. However, Covenant employees have priority in the need-based tuition assistance process. Employees are grandfathered into tuition remission if hired prior to 2017.

#### **4.12. WORKERS’ COMPENSATION INSURANCE**

We carry Workers’ Compensation insurance for the protection of employees who are injured while at work. This coverage provides for medical expenses and lost income from these injuries. Individuals who are hurt on the job, no matter how small or apparently insignificant their injury, should report the situation to their Supervisor immediately, as there is a time limit within which claims for workers’ compensation must be filed.

#### **4.13. SOCIAL SECURITY INSURANCE**

Each pay period, we deduct a percentage of your pay, match it with an equal amount of the School’s money, and send it to the government to be deposited in your Social Security account. If you are not familiar with the retirement and disability benefits provided under Social Security, check with your local Social Security Office for a more complete explanation. Covenant and its employees, full and part-time, are required to contribute equal amounts toward the federal Social Security program from the first day of employment. The employee contribution is made by

automatic deduction. The rates for Covenant and their employees are established by law and represent a percentage of the employee's earnings. Social Security is designed to provide four basic benefits: retirement income, disability income, death benefits, and retirement healthcare. Eligibility for benefits varies, and entitlements are subject to individual circumstances.

## 5. CHILD ABUSE

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### 5.1. CHILD ABUSE REPORTING POLICY

It is the responsibility of all School personnel (which includes, but is not limited to, teachers, administrators, employees, and others providing or performing services at the School, whether volunteer or paid) to protect the health and safety of students. Abuse of a child, whether through neglect or physical, emotional, verbal, sexual, or other actions, can cause physical and mental harm to that child and therefore, will not be tolerated in any manner at the School. The safety and well being of children is a serious concern for educators and schools. The School's policy is that all employees share the responsibility of the prevention and reporting of suspected child abuse and sexual molestation. The School intends to comply with the provisions of the laws of the State of Texas and the guidelines established by the Texas Department of Family and Protective Services.

Child abuse and neglect are against the law in Texas, and so is the failure to report it. Abuse and neglect are defined in Chapter 261 of the Texas Family Code as the following and includes the following acts or omissions by a person:

- Mental or emotional injury to a child that results in an observable and material impairment in the child's growth, development, or psychological functioning;
- Causing or permitting the child to be in a situation in which the child sustains a mental or emotional injury that results in an observable and material impairment in the child's growth, development, or psychological functioning;
- Physical injury that results in substantial harm to the child, or the genuine threat of substantial harm from physical injury to the child, including an injury that is at variance with the history or explanation given and excluding an accident or reasonable discipline by a parent, guardian, or managing or possessory conservator, that does not expose the child to a substantial risk of harm;
- Failure to make a reasonable effort to prevent an action by another person that results in physical injury that results in substantial harm to the child;
- Sexual conduct harmful to a child's mental, emotional, or physical welfare; including conduct that constitutes the offense of continuous sexual abuse of young child or children under Section 21.02, Penal Code, indecency with a child under Section 21.11, Penal Code, sexual assault under Section 22.011, Penal Code, or aggravated sexual assault under Section 22.021, Penal Code;
- Failure to make a reasonable effort to prevent sexual conduct harmful to a child;
- Compelling or encouraging the child to engage in sexual conduct as defined by Section 43.01. Penal Code;
- Causing, permitting, encouraging, engaging in, or allowing the photographing, filming, or depicting of the child if the person knew or should have known that the resulting photograph, film, or depiction of the child is obscene as defined by Section 43.21. Penal Code, or pornographic;
- The current use by a person of a controlled substance as defined by Chapter 481, Health and Safety Code, in a manner or to the extent that the use results in physical, mental, or emotional injury to the child;



- Causing, expressly permitting, or encouraging a child to use a controlled substance as defined by Chapter 481, Health and Safety Code; or
- Causing, permitting, encouraging, engaging in, or allowing a sexual performance by a child as defined by Section 43.25, Penal Code.

### **Neglect includes:**

- The leaving of a child in a situation where the child would be exposed to a substantial risk of physical or mental harm, without arranging for necessary care for the child, and the demonstration of an intent not to return by a parent, guardian, or managing or possessory conservator of the child;
- Placing the child in or failing to remove a child from a situation that a reasonable person would realize requires judgment or actions beyond the child's level of maturity, physical condition, or mental abilities and that results in bodily injury or a substantial risk of immediate harm to the child;
- Failing to seek, obtain, or follow through with medical care for a child, with the failure resulting in or presenting a substantial risk of death, disfigurement, or bodily injury or with the failure resulting in an observable and material impairment to the growth, development, or functioning of the child;
- Failure to provide a child with food, clothing, or shelter necessary to sustain the life or health of the child, excluding failure caused primarily by financial inability unless relief services had been offered and refused;
- Placing a child in or failing to remove the child from a situation in which the child would be exposed to a substantial risk of sexual conduct harmful to a child;
- Placing a child in or failing to remove the child from a situation in which the child would be exposed to acts or omissions that constitute abuse related to sexual conduct; or
- Failure by a person responsible for a child's care, custody, or welfare (which includes School personnel) to permit the child to return to the child's home without arranging for the necessary care for the child after the child has been absent from the home for any reason, including having been in residential placement or having run away.

## **5.2. PREVENTION AND REPORTING OF CHILD ABUSE OR NEGLECT**

Any employee suspecting child abuse or neglect is expected to use the following procedure to report the child abuse and/or neglect:

- Do not confront the suspected abuser or molester.
- Report the details to your Supervisor immediately, including notes of the following:
- All incidents and observations, including dates and times.
- Any information you have about the relationship between the child and the suspected abuser.
- Pertinent information that TDFPS will need for its investigation:
- Name, age, and address of the child,
- Current injuries, medical problems, or behavioral problems, and
- Parents' names and names of siblings at home.
- The Supervisor will then notify the appropriate Division Head and the Head of School of the report.



- Maintain confidentiality. Information about suspected child abuse is only to be given out or discussed on a “need to know” basis and is not to be shared with fellow employees, parents, students, or anyone outside the School other than law enforcement.

Make a report to the Texas Department of Family and Protective Service (TDFPS) or local law enforcement and let them investigate.

Anyone who suspects a child has been abused or neglected is required to report it to TDFPS as soon as possible, but no later than 48 hours. According to state law, you may not delegate this task or rely on another person to make this report. The report can be made using the Texas Child Abuse and Neglect Hotline (1-800-252 5400) online at [www.dfps.state.tx.us](http://www.dfps.state.tx.us). If you suspect abuse or neglect, immediately call TDFPS. After you make the report, then let Supervisor know to prepare for a possible investigation.

Your report to TDFPS is confidential and not subject to public release. The law provides immunity from civil or criminal liability for innocent persons who report even unfounded suspicions, as long as the report is made in good faith. Your identity is kept confidential.

Upon notification that a report of suspected child abuse/neglect has been made against any School personnel, that person may be removed from all contact with children at the School, and may be suspended from employment or further service pending further investigation with or without pay. The action to be taken will be determined by the Head of School. The employment or services of any School personnel convicted of, or otherwise found to have committed, an act of child abuse and/or neglect will be terminated immediately.

The School and all School personnel must fully cooperate with all appropriate authorities and agencies in the investigation of any incident of suspected or alleged child abuse and/or neglect.

### **5.3. ABUSE PREVENTION AT SCHOOL**

All Covenant employees are called and expected to pursue a “do right” policy with respect to their relationships with Covenant students and colleagues. In all situations, employees are expected to do the right thing in terms of the law, Scripture, and common sense. The driving conviction must be the safety, protection, and well being of the student. Care and caution must always be exercised to avoid even the appearance of evil.

As Christian adults working at Covenant, we have a moral and legal responsibility to protect our students. We are entrusted by God and by our students’ parents – in loco parentis – with the spiritual, emotional, and physical well-being of the children in our care. As educators, in particular, we are especially called to steward this trust (James 3:1). As our students participate in activities within or sponsored by Covenant, it is our responsibility and commitment to cultivate a safe school culture by providing an environment which is safe and nurturing for our students.

In order to facilitate proper, professional relationships between faculty, staff and students—so as to inhibit the development of potentially sinful, tempting, and/or destructive behaviors and relationships the following guidelines are to be understood as representative of the practices and philosophies of Covenant:

- Staff members are to remember that they serve as professional, adult role models before students (Titus 2:7-8). With the exception of married couples on staff, relationships between staff members and between staff members and students are to be friendly and courteous, not familial and intimate.

- Staff members are to be careful that any physical contacts and verbal interchanges with each other and with students avoid even the appearance of impropriety (I Peter 2:12). Physical contact must be age appropriate (e.g., hugs between Grammar School faculty and Grammar School students vs. hugs between Logic and Rhetoric Faculty and Logic and Rhetoric students).
- Flirtation, sexual innuendos, casual disrespect toward authority, excessive familiarity, and the like are examples of the kind of unprofessional and inappropriate behavior that cannot and will not be tolerated between students and faculty (and other adult employees). Necessary and cautionary measures required to limit these kinds of behaviors should be corporately and individually taken. One such example has to do with how students address their faculty. Students should always address faculty as Mr. Doe not John or Mr. D. Such respectful manners provide protections against an all too common casualness with entails disrespect and the blurring of appropriate boundaries – morally and professionally – between the student and the educator. In the presence of students, employees should also address one another as Mr. Doe or Mrs. Doe, not John or Jill.
- If it is necessary for a staff member to spend time alone with a student or staff member on campus, it should be arranged that they be easily in view to the public (e.g., conference room, open door, etc.). Faculty and students should never meet alone on campus behind closed doors before, during, or after school. If such meetings need to occur between a teacher and student (e.g., tutoring, etc.) they should only occur in open and/or public spaces with another person present. Teachers and students may not meet at a teacher's home alone. Teachers should not meet with students in social settings (Starbucks, etc.) alone. Another student or person should also be present.
- Teachers should never detain students after school unless it is to complete an assignment or to discuss a matter that cannot be postponed. In any case, prior parental approval and transportation arrangements must be confirmed and such meetings must be in accordance with the parameters set forth in #4 above.
- Employees should never travel alone in a car with a student. Employees may travel with groups of students under certain conditions (e.g., coaches, field trips, etc.).
- For insurance liability concerns, teachers/coaches driving groups of students are never to use their own personal vehicles for the transportation of students. The use of a parent volunteer's vehicle or school transportation is required.
- Employees should never be alone with a student off campus under any circumstances. Should an employee desire to meet with a student off campus (e.g., for coffee, breakfast, Bible study, etc.) other students, parents, and/or teachers must be present and such a meeting should never occur in an employee's home. Should a teacher need to meet privately with a student, such a meeting must occur on campus in accordance with the guidelines of #4 above. Employees babysitting and/or house sitting for Covenant families must have the expressed, written approval of both their administrator and of Covenant parents involved. In such functions, Covenant employees are not acting on behalf of the school but as direct employees of Covenant parents.
- Faculty, including coaches, traveling on overnight trips (e.g., for athletics, trips, etc.) with students no matter the number of students involved should never sleep in the same hotel room. Ideally, faculty, coaches and/or parent volunteers chaperone such trips in groups of same-sex pairs. In trips involving both male and female students, great care must be taken to ensure that no impropriety takes place or could be construed to have taken place in terms of lodging arrangements.
- Staff members are not to engage in any private online communications with students regarding issues of a personal nature not directly related to the School. The rarest exception is a school related event (athletic competition; extra curricular gatherings) via group text messages for important notifications. As a rule, the

only acceptable means of communication between faculty and students is through a teacher's Covenant email address. Moreover, teachers are not to email students after 9pm. No Covenant employees are to "friend" students and/or engage in any online communication with students through social networking sites (e.g., Facebook, Instagram, etc.). As such, Covenant employees currently "friends" with Covenant students are asked to "defriend" them, etc.

The School expects all employees to limit the opportunities for molestation and/or abuse, respond quickly and appropriately to suspicious situations, and take actions or make reports when warranted. The School reserves the right to investigate employee or volunteer misconduct, even if no complaint has been made.

**Employees are expected to adhere to the following guidelines of behavior:**

- Avoid occasions of being alone with a child and be suspicious of anyone who is. Have another teacher or adult present or be in an open, public area.
- Monitor volunteers and visitors to ensure they are never alone with a child.
- Report any known misconduct or questionable behavior on the part of fellow employees, volunteers, visitors, and students.
- The School prohibits consensual sexual relationships between an employee or volunteer and students, including students who have reached the age of consent.

Report any personal criminal convictions immediately to your administrator.

The School will not knowingly employ anyone who has been convicted of child abuse or sexual molestation. The School requires as part of its preemployment process a background check be conducted on all applicants before an offer of employment is extended. Periodic follow-up background checks may also be conducted as part of continuing employment.

In addition, as a part of every employee's obligation to keep children and our campus safe, if you have received information reflecting that any person who may regularly or periodically visit the School's campus (student, employee, parent, spouse of an employee, family member, volunteer, or contractor) has engaged in behavior that could constitute abuse, has been accused, arrested, or convicted of any type of potential abuse or sexual misconduct toward any other person, you must immediately report such information to the Head of School.

Finally, employees are reminded of their obligations to report employee misconduct that affects the health, safety, or welfare of children, in accordance with our conduct required of all employees. Failure to do so will result in disciplinary action, up to and including termination.

## **6. CODE OF BUSINESS CONDUCT AND ETHICS**

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The School has adopted this Code of Business Conduct and Ethics (the "Code") applicable to all employees. In implementing this Code, it is the School's intention to take all measures necessary to promote and ensure honest and ethical conduct, including the ethical handling of conflicts of interest; full, fair, accurate, timely, and understandable disclosure in all financial reports prepared or distributed by the School; and compliance with applicable laws and governmental regulations.

This Code also is intended to provide the School's directives and procedures that:

1. protect the School's legally protectable interests, including any business-related opportunities, assets, and/or confidential information of the School;
2. protect the School from incurring unauthorized or unnecessary contractual or other liability;
3. deter any employee from the commission of any wrongful act associated in any way with the School; and
4. provide a mechanism for prompt and consistent enforcement of the provisions of this Code.

All employees are expected to be familiar with this Code and to adhere to the directives and procedures set forth in this Code that apply to such employee.

## **CODE OF BUSINESS CONDUCT AND ETHICS**

### **Honest and Candid Conduct**

- Each employee owes a duty to the School to act with integrity. Each employee must at all times:
- act with integrity, including being honest and candid, while still maintaining the confidentiality of information where required, consistent with the School's policies;
- observe both the form and spirit of all applicable laws and governmental rules and regulations, accounting standards and the School's policies; and
- adhere to a high standard of ethics in all matters associated with the interests of the School.

Any employee who is not in compliance with the Code of Business Conduct and Ethics will be subject to disciplinary action, up to and including termination.

### **Conflicts of Interest**

**Conflicts of Interest Defined.** A "conflict of interest" occurs when an individual's private interest interferes with, or appears to interfere with, the interests of the School, such as when an employee takes actions or has interests that may make it difficult to perform his or her work for the School objectively and effectively. For example, a conflict of interest would arise if an employee, or a member of his or her family, receives improper personal benefits as a result of his or her position with the School. Any transaction or relationship that could reasonably be expected to give rise to a conflict of interest should be discussed with the Head of School. Such situations may include:

- influencing or attempting to influence anyone who is involved in making or administering a contract or arrangement with the School;
- soliciting or receiving any gift, reward or promise for recommending, influencing or attempting to influence the award of a contract or arrangement with the School;
- drafting, negotiating, evaluating, administering, accepting or approving any contract or subcontract or procurement or arrangement of any type on behalf of the School if he/she has, directly or indirectly, any financial interest in such a contract or subcontract or arrangement;
- non-school employment which adversely affects the employee's availability or effectiveness in fulfilling job responsibilities;

- any type of private business, except for Head of School approved student services, during School time or on School property;
- the receipt of entertainment or gifts from any person, entity, or organization with whom or with which the School has current or prospective dealings that carries with them any entitlement or expectation on behalf of the giver or obligation on behalf of the recipient;
- being in the position of supervising, reviewing, or having any influence on the job evaluation, pay or benefit of any immediate family member employed by or otherwise associated with the School; and
- selling anything to the School or buying anything from the School on terms and conditions that are not pre-approved by the Head of School.

This is not an exhaustive list of all possible situations which would constitute conflicts of interest. Further, any relationship or action which creates an expectation of benefit or profit beyond an employee's normal employment relationship with the School can impair an employee's ability to exercise good judgment on behalf of the School, and therefore creates an actual or potential conflict of interest. It is the School's policy that all School employees must scrupulously avoid all such situations.

Any such transaction or relationship that would present an actual or potential conflict of interest for an employee also would likely present a conflict if it is related to a member of such person's family, including without limitation, spouse, parent, child or spouse of a child, brother, sister, or spouse of a brother or sister.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial (\$25 or less).

### **Duty to Disclose**

In connection with any actual or potential conflict of interest, an employee must disclose the existence of the conflict in writing and all facts material to the conflict to the Head of School.

### **Determining Whether a Conflict Exists**

After disclosure of the conflict and all material facts, the Head of School shall determine whether a conflict exists and if so, whether the employee needs to be removed from the matter.

### **Financial Disclosures**

Each employee involved in the School's financial disclosure process is required to be familiar with and comply with the School's disclosure controls and procedures and internal control over financial reporting, to the extent relevant to such employee's area of responsibility, so that the School's public reports and documents comply in all material respects with the applicable federal, state and local laws, rules and regulations. In addition, each such employee having direct or supervisory authority regarding the School's communications with the public concerning its financial condition should, to the extent appropriate within the employee's area of responsibility, consult with other employees of the School and take other appropriate steps regarding these disclosures with the goal of making full, fair, accurate, timely, and understandable disclosure.

Each employee who is involved in the School's financial disclosure process also must:

- become familiar with the disclosure requirements applicable to the School and the business and financial operations of the School;

- not knowingly misrepresent, or cause others to misrepresent, facts about the School to others, whether within or outside the School, including to the School’s independent auditors, governmental regulators, and self-regulatory organizations; and
- properly review and critically analyze proposed disclosure for accuracy and completeness (or, where appropriate, delegate this task to others).

### **Legal Compliance**

At all times, it shall be the School’s policy to comply with all applicable laws, rules, and regulations. It is the personal responsibility of each employee to adhere to the standards and restrictions imposed by such laws, rules, and regulations.

It is against the policy of the School and in many circumstances may be unlawful for an employee to profit from undisclosed information relating to the School or any other entity or organization with which the School has a business relationship.

### **Reporting and Accountability**

The Head of School is responsible for the application and interpretation of this Code. Any employee who becomes aware of any existing or potential violation of this Code is required to promptly notify the Head of School or follow the School’s Employee Whistleblower Policy.

Retaliation against any person for making a good faith report of any actual or potential violation of this Code will not be tolerated. Such retaliation will be considered a separate and independent violation of this Code subject to discipline up to and including termination of employment. No employee should attempt to determine for himself or herself when a report of a violation of this Code was made “in good faith.” Rather, all such questions should be referred to and resolved by the Head of School (or according to the whistleblower policy, as applicable).

### **Opportunities**

All employees owe a duty to the School to act solely in the School’s interests. Employees are prohibited from taking advantage of (or directing to a third party) any business or other financial opportunity that is discovered through the use of any of the School’s property, or with the use of information obtained from the School, or by virtue of such person’s position with the School. Employees are further prohibited from using any such property, information or position for personal gain or in any way detrimental to the interests of the School. Any employee who intends to make use of any of the School’s property, information or services in a manner that is not solely for the benefit of School must first consult the Head of School and obtain the written approval of the Head of School before proceeding with any such use. Full-time employees may not seek or engage in employment outside the School or enrollment in for-credit higher education courses without permission from the Head of School.

### **Confidentiality**

Employees must maintain the confidentiality of all School secrets and other confidential information of the School, its students, parents and other family members, customers, suppliers, or joint venture parties that is entrusted to them, except when disclosure is legally mandated or expressly authorized by the School. “Confidential information,” for this purpose, includes any proprietary or other nonpublic information of the School, or of other entities or organizations, or of any of the students, parents and other family members



that, if disclosed to persons not authorized to receive it, would be harmful to the relevant individual, entity or organization or detrimental to the School's interests. Any employee who believes that any other confidential information must be disclosed because of legal requirements must consult with the Head of School and receive written confirmation that his or her understanding of the law is correct, before any such information is disclosed.

An employee who improperly uses or discloses confidential School information 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.

### **Fair Dealing**

The School has succeeded in its purposes as a non profit organization and has made its reputation through consistently fair and honest dealings. Under no circumstances will the School tolerate efforts by any employee to seek any personal advantage or to seek any advantage on behalf of the School, through illegal or unethical practices. Each employee must endeavor to deal fairly at all times with other employees, faculty, students, parents, contributors, business associates, the general public and all others with whom the School deals or has contact or communication. No employee should take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any unfair dealing practice.

### **Use of School Assets**

All employees should protect the School's assets and ensure their efficient use. All of the School's assets should be used only for legitimate business purposes.

### **Liability Prevention**

All employees have a duty to avoid, whenever possible, any act or omission that would subject the School to unnecessary liability, contractual or otherwise. This duty includes not only the obligation to comply with all applicable laws, rules, and regulations but also to ensure that any representations to other employees, or to faculty, students, parents, contributors, vendors, suppliers, and/or business associates, or other third parties, are made in good faith. It shall be a violation of this Code for any employee to enter into any agreement that is legally binding upon the School without authority or without following required internal procedures for the approval of such agreements. Any questions concerning such procedures should be directed to the Head of School.

In addition, as a part of every employee's liability avoidance obligation to keep children and our campus safe, if you have received information reflecting that any person who may regularly or periodically visit the School's campus (student, employee, parent, spouse of an employee, family member, volunteer, or contractor) has engaged in behavior that could constitute abuse, has been accused, arrested, or convicted of any type of potential abuse or sexual misconduct toward any other person, you must immediately report such information to the Head of School.

### **Waivers**

In special circumstances, it may be appropriate for the School to waive some provisions of this Code. Any request for a waiver of any provision of this Code must be submitted in writing to the Head of School. Only the Head of School shall have authority to grant such a waiver, and such a grant will not be effective unless communicated in writing to the requesting person.



## **6.1. DRUG AND ALCOHOL POLICY**

The School is committed to providing a safe, healthy, and efficient working environment for all employees. Employees are expected and required to report to work on time and in appropriate mental and physical condition for work. To help achieve this goal, employees are expected to report to work fit for duty and not under the influence of alcohol and/or drugs. We will not tolerate alcohol abuse or the use of other intoxicants and mind altering substances, including illegal drugs. “Mind Altering” substances include any type of substance ingested, snorted, smoked or inserted into one’s body that may impact the individual in some way. Such substances may be alcohol, legal or illegal substances, over the counter salts, spices, incense, or other similar items.

Our employees may be required to submit to drug screens, blood alcohol tests, breathalyzer tests and medical examinations under the following circumstances: a) when an employee is suspected of working or reporting to work with intoxicants or mind altering substances in his or her system; b) when an employee suffers an on-the-job injury or is involved in an accident while at work; or c) in connection with a routine fitness for duty examination. [Optional: or (d) on a random basis.] The presence of 0.05% alcohol or the presence of any other intoxicants or mind altering substances in the body is a violation of this policy, regardless of when consumption or ingestion occurred. Refusal of an employee to undergo testing or to cooperate fully with any of these tests is also a violation of our policy.

Our employees are also prohibited from possessing, distributing, using, selling or purchasing any alcoholic beverages or other mind altering substances in school vehicles or on School property. Off-premises possession, use, sale or purchase of mind altering substances and off-premises alcohol abuse is also prohibited.

This policy does not prohibit the proper use of medication under the direction of a physician. However, the misuse or abuse of such drugs is prohibited. Employees who are taking prescription or nonprescription drugs, which could affect their ability to perform their job in a safe and efficient manner, must notify their Supervisor of this fact when they report to work.

This policy does not prohibit adults from light drinking at school-related functions, such as auctions, as long as the employee uses good judgment and no minors are present.

Violation of any aspect of the School’s Drug and Alcohol Policy will result in discipline up to and including immediate termination. In order to determine whether this Policy has been violated, the School may examine all evidence available to it, including without limitation, the employee being arrested for alcohol or drug-related offenses. In addition, the School may report use, sale or possession concerns to the civil authorities.

## **6.2. FIGHTING, THREATS, WEAPONS POSSESSION**

The School will not tolerate fighting, threatening words or conduct. We also do not allow the possession of unauthorized weapons of any kind on School premises.

## **6.3. FRAUD, DISHONESTY AND FALSE STATEMENTS**

Falsification of any application, medical history record, invoice, paperwork, time record, or any other document is strictly prohibited. If you observe any such violations, please report them to your Supervisor or the Head of School.

## **6.4. HONESTY**

The mission of the School can only be carried out with the expectation of trust and honesty with respect to all employees. All employees are expected to perform their duties, and conduct themselves at all times when working for or representing the School in any setting, with complete honesty and trustworthiness. Without limiting the generality of the foregoing, employees are responsible for honestly completing all school records, reports, timecards and other school documents. Employees must also be honest and trustworthy in all verbal and written communications and general relationships with others, including without limitation, the School, co workers, students and parents. Any falsification, lying, or untrue oral, written, or other communication will be considered dishonest behavior. Any employee violating any aspect of this policy is subject to disciplinary action, up to and including immediate termination.

## **6.5. REQUIRED BEHAVIOR OF ALL EMPLOYEES**

All employees are required to ensure the health, safety, and welfare of the School's students at all times. The following sets forth some examples of inappropriate and prohibited behavior. Any similar behavior that creates even the appearance of impropriety must be avoided and must be promptly reported as outlined below.

As employees of an educational institution, you are held to a higher standard by parents, students, colleagues, and members of the public. We support and endorse a strict policy of respect toward students and expect employees to act at all times as adult role models. Viewing or representing yourself as a friend or peer to students is inappropriate. Being friendly and kind is consistent with an adult mentoring relationship that we desire between staff and students. In addition, students typically respond better to faculty and administrators and evidence greater levels of respect when appropriate expectations are established right from the beginning of the relationship. Therefore, you should ensure that you do not engage in any interaction or communication that may reflect even the appearance of impropriety or make students feel uncomfortable in your presence. If you are not sure whether a particular comment or action may be appropriate, it is far better to avoid the behavior than risk negative consequences.

The following are examples of inappropriate interactions and communications with students. This list is not all inclusive and other, similar activities should also be avoided:

- Calling or texting students individuals--or groups--for school or non-school related activities should only be done with the knowledge of the students' parents and your Supervisor;
- Encouraging or allowing students to call you by an inappropriate nickname;
- Touching students or their clothing in non professional ways or in inappropriate places, or touching a student with aggression, in frustration, or when you are highly emotional;
- Giving your phone number or asking for students' phone numbers for use in situations other than for legitimate school reasons;
- Making personal comments to students (about their clothing, hair, nail polish, personal habits, etc.);
- Being alone with a student in a room, vehicle, or other area;
- Sending e mails or writing notes to students of a personal nature or failing to copy your Supervisor on any communication to a student;
- "Friending" a student on a social networking site;
- Giving students rides, except in extreme emergency situations;

- Engaging students to complete personal errands for you;
- Discussing the personal affairs of other students or your colleagues;
- Speaking with innuendo to suggest a relationship or sexual subjects;
- Flirting with a student;
- Visiting students to “hang out” in their hotel rooms when on field trips or sporting events;
- Swearing, making sexual, racial/or ethnic comments;
- Yelling or abusive actions toward a student;
- Drinking or using illegal drugs at School, around or with students, or at any school related event when students are present;
- Telling off-color jokes;
- Using sarcasm as a form of relating to students; and
- Dating or engaging in consensual relationships with students.

In addition, employees must adhere to the following guidelines:

- Employees should never physically move, grab, touch, or hit a student, or grab something from a student, with aggression or because of frustration. You should never physically threaten a student with words or objects. You should never treat a student with anything less than respect. If a student does not follow directions as expected, you should communicate clearly your instructions and, if the student does not listen or respond appropriately, you should take appropriate action, seeking assistance from the administration as necessary.
- Employees shall maintain the highest level of honesty, integrity, and professionalism in their dealings with students, parents, their co workers, and the public.
- Employees must ensure that all standard safety rules and guidelines are followed, whether in the classroom, on a field trip, on the bus, or at any school related event.
- Employees shall not share with persons who do not have a legitimate need to know information regarding the personal lives of students and their parents. This includes information relating to a student’s disability, impairment, medical condition, medications, grades, and disciplinary actions; or a parent’s financial condition, marital problems, etc. Employees should note, however, that to the extent any personal information potentially pertains to a concern of abuse, abandonment, or neglect, such information must be promptly reported as discussed in our Child Abuse Reporting Policy.
- Employees shall comply with applicable laws, School policies, regulations and related rules and are prohibited from engaging in any activities that could involve the School in any unlawful practice.
- Employees have an obligation to keep students and our campus safe. If you have received information reflecting that any person who may regularly or periodically visit the School’s campus (student, employee, parent, spouse of an employee, family member, volunteer, or contractor) has engaged in behavior that could constitute abuse, has been accused, arrested, or convicted of any type of potential abuse or sexual misconduct toward any other person, you must immediately report such information to the Head of School.
- Employees must promptly report any concerns relating to child abuse, abandonment, or neglect in accordance with the procedures set forth in the School’s Child Abuse Reporting Policy.

**Reporting Procedure:** If you witness, learn of, or hear information that raises the possibility that an employee has engaged in inappropriate behavior or misconduct that might affect the health, safety, or welfare of a student, including child abuse, you must notify one of the following individuals immediately. If you are unsure whether a particular action or comment is inappropriate, you should err on the side of caution and report the concern.

All employees must report any such issues to their immediate Supervisor. Do not attempt to resolve the situation yourself. It is vital that one of the individuals above be notified so that the School can handle the situation appropriately. Failure to report inappropriate behavior or misconduct that may affect the health, safety, or welfare of a child may result in discipline, up to and including termination.

You will not be retaliated against or disciplined in any way for making a good faith report of misconduct. If you believe that any employee has retaliated against you for such good faith report, you must immediately report that concern to one of the above individuals. In addition, you should note that Texas' child abuse reporting law provides immunity to persons who report actual or suspected cases of child abuse in good faith.

**Timing of Reports:** Reporting of complaints or concerns should be made promptly so that rapid and constructive action can be taken. Therefore, while no fixed reporting period has been established, we expect employees to make reports as soon as they have reason to believe that an employee's conduct may affect a student's health, safety, or welfare. In addition, even if you are currently hearing about an employee's alleged past misconduct, you must report your concern so that the School can investigate the situation and ensure that appropriate action, if any, has been taken. If the information that you have to report involves the potential of child abuse, please refer to the reporting guidelines under the separate Child Abuse Reporting Policy in this Manual.

**Investigatory Process and Confidentiality:** The administration will assess the information provided and will investigate reports of misconduct. The investigation will be tailored to the report and may include individual interviews with the complaining individual, the person accused of inappropriate conduct and, where necessary, with individuals who may have observed the alleged conduct or may have relevant knowledge. The School will attempt to maintain confidentiality of the information to the extent possible, consistent with the School's obligations to properly investigate.

**Disciplinary and Other Related Action:** The School will discipline any individual found to have engaged in inappropriate behavior or misconduct that may affect the health, safety, or welfare of students. In addition, the School will discipline any person whom it determines was aware of the circumstances and failed to report it.

Violation of any aspect of this Behavior Policy will result in disciplinary action, up to and including termination.

## **6.6. SMOKING**

Smoking or vaping is not permitted anywhere on the campus, on school buses, or at school related functions.

## **6.7. SOLICITATION AND DISTRIBUTION**

The School wants every employee to work in an environment free from unnecessary and inappropriate distractions. Solicitation by an employee of another employee during the working time of either employee for any reason is strictly prohibited. Employees are prohibited from selling merchandise, requesting financial contributions, distributing any pamphlets or literature not related to your job, or any other type of solicitation or distribution not related to your job. This includes the unauthorized posting of bulletins, notices, or advertisements on school bulletin

boards, or on any other School means of communication, including its email and electronic systems. Solicitation and distribution by non employees is prohibited on School premises at all times. This prohibition does not include School-related fundraising projects. Employees are expected to notify the Head of School if they are solicited or subjected to prohibited distribution of literature, whether in person or through the School's mail or email system.

## **6.8. HAZING/BULLYING/HARASSMENT AMONG STUDENTS**

Although we encourage students to participate in school related athletics, clubs, organizations and other groups, the School prohibits all forms of hazing. Hazing refers to any activity expected of a student to join or to continue membership or participation in any group where the activity produces or could be expected to produce mental, emotional or physical discomfort, humiliation, embarrassment, harassment, or ridicule to the student, regardless of the student's willingness to participate. If you are not sure whether something constitutes hazing, then you need to ask the Administration.

Similarly, we also prohibit any type of bullying or harassment type activity among our students. The School is dedicated to fostering an environment that promotes kindness, acceptance, and embraces differences among individuals. Harassment includes, but is not limited to, slurs, jokes, and other verbal, graphic, or offensive conduct relating to race, religion, color, sex, national origin, citizenship, or disability. Bullying includes, but is not limited to, physical or verbal aggression (hitting, kicking, taunting, teasing, threatening, ridiculing, etc.), relational aggression (harming or threatening to harm relationships or acceptance, friendship, or group inclusion), emotional aggression (teasing, threatening, intimidating others). The School also prohibits cyber bullying (creating websites, instant messaging, e mails, using camera phones, or other forms of technology to engage in harassment or bullying). Any of these types of offensive conduct can create an uncomfortable School environment.

All School employees are required to immediately report any actual or suspected hazing, bullying, or harassment activity among the students to the Administration. The failure to make such a report could result in disciplinary action in accordance with the School's disciplinary procedures. When the School administration becomes aware of any actual or planned hazing, bullying, or harassment activity, the situation will be promptly investigated. No adverse action will be taken against any person who makes a good faith report of hazing or suspected hazing activity.

## **6.9. DAMAGE TO AND MISUSE OF PROPERTY**

We have made a tremendous investment in our facilities and equipment in order to better serve our needs and to make your job easier. Our policy prohibits the misuse or use without authorization of the equipment, vehicles or other property of parents, students, vendors, or other employees of the School. Deliberate or careless damage to the School's property will not be tolerated.

## **6.10. UNLAWFUL ACTIVITY**

No employee may engage in any unlawful activity (whether prosecuted or not) either on or off the job.

## **6.11. THEFT**

We do not tolerate theft in any form. In order to protect you, your co workers, faculty, our students, and the School, we reserve the right to inspect personal property as outlined in the Inspection Policy.

## **7. PERSONNEL POLICIES AND PROCEDURES**

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### **7.1. CRIMINAL BACKGROUND CHECKS**

All employees are subject to the criminal background process. The School will perform criminal background checks (including possible fingerprinting checks) on all new employees at the time of hire. For existing employees, the School will periodically update the criminal background check. The School will determine, in its discretion, whether the employee's background makes him/her fit for employment or continued employment at the School.

All employees must report any arrests or changes to their criminal background to Human Resources within 24 hours of the occurrence so that the School can determine whether the employee's status should change. Failure to do so may result in termination of employment.

In addition, as a part of every employee's obligation to keep children and our campus safe, if you have received information regarding any person who may regularly or periodically visit the School's campus (student, employee, parent, spouse of an employee, family member, volunteer, parishioner, or contractor) who has been arrested or convicted of any type of an offense reflecting violence, abuse, or sexual misconduct toward any other person, you must immediately report such information to the Head of School.

### **7.2. CONFIDENTIALITY**

Confidentiality needs to be preserved as it relates to the individual student and their families. Discretion should be used at all times. All written and oral reports about children are confidential. If you wish to privately discuss a child with the previous teacher, this is acceptable. Gossip of any kind is destructive and should not take place at our School. All discussion should take place in a private setting.

### **7.3. COURTESY**

Courtesy is the responsibility of every employee. Everyone is expected to be courteous, polite and friendly to our students, parents and fellow employees. No one should be disrespectful to a student, parent, or employee; use profanity; or engage in any activity that injures the image or reputation of our School.

### **7.4. INTELLECTUAL PROPERTY**

The School has invested substantial resources in each of its employees, programs, and processes of the School. Every employee is expected to work hard to continually improve the educational experience and the programming offered at the School. The School takes steps to protect this investment by requiring that all Intellectual Property be the exclusive property of the School. Intellectual Property includes all inventions, prototypes, discoveries, developments, formulas, techniques, derivatives and improvements and all works of original authorship or images that are fixed in any tangible medium of expression and know how related thereto, whether or not copyrightable, patentable or otherwise protectable, which are conceived, designed, created or developed by any of the School's employees, solely or in conjunction with others, during the period of employment and related to or used in connection with the business of the School, and all Confidential Information relating thereto. As examples only, Intellectual Property would include lesson plans, curriculum, projects, music, performances, methods of instruction, website materials and/or creation, inventions created in any science or other class, results of science research and/or experiments, and other similar work done while employed with the School and as a part of the employee's employment with the School.



The Intellectual Property shall be done as “work made for hire” as defined and used in the Copyright Act of 1976, 17 U.S.C. § 101, et seq. As a condition of employment, each employee assigns and agrees to assign to the School any and all interest that he/she may have in any Intellectual Property. Employees shall promptly notify the School upon the design, creation or development of any and all Intellectual Property. At the School’s request, employees shall execute and deliver to the School all documents or instruments that may be necessary to secure or perfect the School’s title to or interest in the Intellectual Property, including but not limited to United States and foreign applications for letters of patents and extensions, continuations or reissues thereof, applications for copyrights and documents or instruments of assignments or transfer. Such obligations shall continue beyond the termination of employment with respect to Intellectual Property designed, created or developed by an employee during employment and shall be binding upon the employee’s heirs, assigns, executors, administrators and other legal representatives. Employees shall render all assistance that the School may require in any Patent Office proceeding or litigation involving such Inventions or Works, without charge to the School, other than a reasonable payment for time involved in the event Employee is no longer employed by the School.

Of course, it should be clear that any Intellectual Property developed during an employee’s employment should not be placed on the Internet (including any social media site, YouTube, or other similar site), shared with other schools, or used for any private purposes. If you have any questions about what types of work you may be engaged in that could constitute Intellectual Property, please talk to the Head of School.

## **7.5. INSPECTION POLICY**

Please use good judgment in what you bring onto the School premises. The School is not responsible for the theft of one’s personal property. Therefore, you should take care to ensure that it is properly stored at all times.

In order to protect the safety and property of employees, students, and parents, the School reserves the right to inspect all areas on campus, school buses, and employees’ personal property, including lockers, toolboxes, desks, purses, briefcases, packages, computers, electronic devices, cabinets and vehicles brought onto School property, school buses, or to school sponsored events. Inspection of electronic devices includes inspection of all types of devices (computers, laptops, tablets, Blackberries, cameras, etc.) and the contents, such as emails, texts, photos, images, documents, and any other information contained therein, including all communications on the School’s Systems from/to an employee’s private email account such as Yahoo, AOL, etc. Failure to cooperate with such inspections is a violation of this policy.

## **7.6. OUTSIDE EMPLOYMENT OR PURSUIT OF ADVANCED DEGREES**

Full-time Covenant employees may not engage in any employment or paid activity outside the School which in any way interferes with their contractual obligations to the School or which might otherwise be incompatible with the School’s witness as a Christian institution. In addition, employees are not to engage in non Covenant related business activities and/or employment while “on the clock” during the school day. Outside employment or the pursuit of advanced degrees is subject to approval by the Head of School.

## **7.7. PARKING**

So that we have sufficient parking for our visitors, we require all of our employees to park their vehicles in the area designated for employee parking. If you have any questions as to where you should park your vehicle, please contact the Director of Safety and Security.



## 7.8. PERSONAL APPEARANCE AND DRESS CODE

As a Classical Christian educational environment, it is appropriate for us to consider what we want to communicate about ourselves, and more importantly, about our School.

Covenant employees are expected to dress as adult role models for students and to be aware of the effects their clothing has on students. Teachers should wear clothing that is functional, appropriately modest, professional, and aesthetically pleasing.

### **Male teachers/administrators are:**

- Required to wear sport or dress slacks and a dress shirt (ties optional) every day.
- Required to wear a suit or sports coat and tie on chapel days and special occasions.
- Encouraged to wear sport coats on other days as weather permits.
- As with the student dress code, teacher dress should not be used to draw attention to oneself or for self-expression.
- Shoes should be appropriate to the professional setting of the School. No athletic shoes, flip flops, Birkenstock style shoes, or crocs.
- Hair, including facial, should be neat and clean. Male teachers with pierced ears are asked not to wear earrings during the school day.

### **Female teachers/administrators:**

- Skirt length should be no shorter than 4" above the back of the knee.
- Blouses/Shirts should not be low cut and revealing. Button-up shirts should not gape at the chest or abdomen.
- Shoes should be appropriate to the professional setting of the School. Sandals may be worn, but no athletic shoes, flip flops, Birkenstock style shoes, or crocs.
- Sleeveless tops and dresses should be tasteful. No spaghetti straps or tanks (unless under a jacket/sweater). No off-the-shoulder or cold-shoulder style shirts should be worn to work.
- Jewelry/cosmetics should be conservative, not flashy or gaudy, and appropriate for the teaching environment. As with the student dress code, teacher dress should not be used to draw attention to oneself or for self-expression.

### **In addition, the following dress code guidelines apply:**

- Those actively teaching P.E. or Art on a daily basis may wear appropriate attire.
- Teachers are not permitted to wear sneakers/tennis shoes unless approved by your Supervisor.
- Pants that are tight around the hips, rear end, or thighs are not permitted.
- Jeans of any color and similar casual apparel are not to be worn except for on designated days or unless required for a field trip. In addition, no hoodies and cargo pants are allowed.
- Even during casual dress days, modesty for ladies and gentlemen is still the operative imperative.

## **7.9. PERSONNEL RECORDS**

Personnel files, and the information contained therein, are the property of the School. These files are only used in connection with appropriate School business, and the School will not verify or release information to anyone outside of the School unless authorized by the employee in writing, unless necessary to conduct School business, or unless required by legal process to provide such information. It is your responsibility to ensure that Human Resources has accurate and up to date information in your personnel file. It is for your benefit as well as the School's to maintain current information. This means advising Human Resources of changes in your address, telephone numbers, marital status, dependents, tax withholding options, and emergency contacts.

Internal access to personnel files is restricted to the Head of School, Human Resources, the Accounting Department and the employee's Supervisor who have a legitimate and verifiable need to know specific information about an employee. Requests for information from employee files received from governmental agencies and others outside the School, including requests for references on former employees, should be directed to the employee's direct Supervisor.

The employee may review his/her personnel file at any time and should schedule an appointment for the review with Human Resources. The employee may also obtain copies of information contained in the file. However, employees are not permitted to remove any information from personnel files. Medical and/or health information shall be filed in a separate envelope or file folder to ensure confidentiality.

## **7.10. PUBLIC RELATIONS**

It is of paramount importance that a positive atmosphere is present at all times in dealing with the parents and the public. Since our organization is a private school system, we must constantly project the image of a school in which parents would be eager and proud to have their child enrolled. It is extremely important, also, that employees discuss school matters positively with parents and other staff members. It is imperative that telephone calls/e mails from parents be returned within 24 hours. If at any time during the school year you feel that you have a legitimate complaint, or would like to discuss policy with the administration, we hope that you will not hesitate to do so. The administration will make every effort to ensure that all reasonable needs and desires of employees are met. You must avoid negative conversations with your colleagues, students, parents or board members. Please talk to your Supervisor instead. Any and all engagement with news or media outlets by employees is inappropriate. Interaction with media will be handled by the Communications Director or the Head of School.

## **7.11. REFERENCE REQUESTS**

All requests for information about current or former employees should be completed by a current or previous employee's direct Supervisor. Reference requests for terminated employees should be forwarded to Human Resources.

## **7.12. RECORDING DEVICES**

To maintain the security of our premises and systems, the School prohibits unauthorized photography, audio or video recording of its employees, confidential documents, students, or parents.

## **7.13. TELEPHONE USAGE BY EMPLOYEES**

Telephone use should be limited to school-related business or necessary personal calls (doctor, dentist, checking on a child or spouse who is ill, etc.).

## **7.14. PERSONAL VISITS**

Visits by friends, relatives, or children can be disturbing to our operations. Therefore, we strongly discourage such visits during work hours. Employees who have children attending the School should ensure that appropriate childcare arrangements, including after school care, have been made.

## **7.15. EXPECTATIONS OF TEACHERS AND PERSONS SUPERVISING STUDENTS**

Teachers and any person supervising students at any time are prohibited from using handheld devices during any period of supervision, classroom activity, field trip, or other event in which the employee is responsible for the student's welfare, unless use of such device is for emergency purposes only or other specially authorized purposes.

## **7.16. SPECIAL RESPONSIBILITIES FOR MANAGERIAL STAFF**

As with any policy, Administrators, Managers, and Supervisors are expected to serve as role models for proper compliance with the provisions above and are encouraged to regularly remind employees of their responsibilities in complying with this policy.

## **7.17. OSHA POLICY – HEPATITIS B VACCINATIONS**

In order to comply with the U.S. Department of Labor's Occupational Safety and Health Administration (OSHA), the School will cover the cost of Hepatitis B vaccinations to employees who have been exposed to blood or other potentially infectious materials. All first aid incidents involving exposure must be reported to the School Nurse (who will notify Administration, as needed) before the end of the school day during which the incident occurs.

All first aid providers who render assistance in any situation involving the presence of blood or other potentially infectious materials, regardless of whether or not a specific exposure incident occurs, must be offered the full immunizations series as soon as possible but no later than 24 hours after the incident.

# **8. SOCIAL MEDIA, ELECTRONIC DEVICES, COMPUTER SYSTEMS**

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## **8.1. SOCIAL MEDIA POLICIES AND PROCEDURES**

We do not permit employees to access social media and/or social networking sites while on time (including breaks) or property unless the use has been authorized as school related use and approved by your Supervisor. Do not actively participate on social media sites during school hours. This means no posting, "liking," or commenting on social media sites. This maintains a professional work environment and allows everyone to do their jobs. We have taken steps to block many of the social media/networking sites on our network, but technology will undoubtedly work faster than our IT Department. Therefore, even if you are able to access such sites during working time or on School property, you should understand that your activities are in violation of School policy and may result in disciplinary action.

Do not use your School email address to register on social networks, blogs or other online tools utilized for personal use.

In an effort to maintain professional relationships with students and parents and avoid bias, School policy prohibits employees from initiating or accepting invitations to "friend" students on any social networking site. In order to keep students off of staff personal social channels, employees should have privacy settings set to "only friends." This policy applies to all employees who work for the School.

## **8.2. CELLULAR PHONES AND OTHER HANDHELD ELECTRONIC DEVICES**

Employees are expected to comply with all School policies when using cellular/smart phones, PDAs, and other handheld electronic devices while at School or on school-related business. In the remainder of this policy, these devices are collectively referred to as “handheld devices.” Excessive use of handheld devices during the workday can interfere with employee productivity and be distracting to others. Please refrain from using devices during meetings. Please turn off your ringer so that it does not disturb others. A reasonable standard is to limit personal calls during work time to no more than one per day as needed. Employees should use these handheld devices on non work time and ensure that friends and family members are aware of the School’s policy. In the event of an emergency or special circumstances (communicated to your Supervisor) the School may be more flexible. The School will not be liable for the loss of handheld devices brought into the workplace.

## **8.3. SAFETY ISSUES FOR HANDHELD DEVICES**

No person, including employees, may use handheld devices while driving on campus. In addition, employees are expected to refrain from using their handheld devices while driving off campus in connection with their job duties. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are strongly encouraged to pull over to the side of the road and safely stop the vehicle before using any handheld device. Under no circumstances are employees allowed to place themselves or anyone else at risk to fulfill business needs. Employees who are charged with traffic violations resulting from the use of their handheld devices while driving will be solely responsible for all liabilities that result from such actions. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

## **8.4. COMMUNICATION AND COMPUTER SYSTEMS SECURITY AND USAGE POLICY**

All electronic communications to, from, about, or on School premises or at School related events shall reflect the directives upon which the School is founded, in support of its educational goals. This Communication and Computer Systems Security and Usage Policy contains guidelines for the use, access, and disclosure of communications using any type of electronic device (including, among other things, telephone, mail, e mail, voice mail, desk and laptop computers, tablets, pagers, mobile phones, camera phones, video cameras, electronic game devices, Blackberries, faxes or facsimiles, Internet, and intranet) sent, received, viewed, used, or shared by employees using any School provided Communication or Computer Systems or other personal electronic devices on campus or at School related events (“Systems”). \*Note that in some cases, use of personal electronic devices at home or away from campus are covered by this policy where such communications impact the School, are to/from employees and students, parents, or third parties, such as communications on the Internet or on social networking sites.

## **8.5. CONFIDENTIALITY AND ACCEPTABLE SYSTEMS USAGE**

The School’s Systems are intended for School business only. Use of the School’s Systems for accessing or acquiring information and materials inappropriate to a school environment is against School policy and is prohibited. All information transmitted or stored in School Systems (e.g., employee lists, student lists, documents relating to policies and procedures) is the sole and exclusive property of the School and should be treated as confidential. Such information may not be disclosed to any person outside of the School nor may any such information be removed from our premises without the express permission of the Head of School and at all times must be in compliance with the School’s Confidentiality and Disclosure of Information policy and all other School policies. Employees are strictly prohibited from accessing, reading and copying data or information stored in the Systems and from accessing, reading and copying communications not directed to them without prior authorization. All systems

messages and content are School records. The contents of our systems may be disclosed to the School without your permission. Therefore, you should not assume that messages and communications are confidential.

## **8.6. MANAGEMENT'S RIGHT TO ACCESS INFORMATION**

Our Computer, Telephone, and Communication hardware and software Systems have been installed and are used to facilitate school communications. Although each employee has an individual password to access these Systems, they belong to the School and the contents of all communications are accessible by management for any business purpose. The School reserves the right to monitor, and will periodically monitor, its Systems in order to ensure compliance with this Policy. Employees are strictly prohibited from placing personal passwords on any School system for the purpose of preventing such monitoring.

Employees should not consider any materials transmitted or stored in School systems to be private.

## **8.7. PERSONAL USE OF THE SCHOOL'S COMMUNICATION AND COMPUTER SYSTEMS**

Because personal communications can be accessed without prior notice, employees should not use School Systems to transmit any messages, or to access any information, which you would not want a third party to see. Although incidental and occasional personal use of our Systems is permitted, any such personal use will be treated the same as all other communications under this Policy. However, employees are at all times strictly prohibited from downloading information from the Internet for personal use.

The telephone systems (including voice mail) at the School are the property of the School and are provided for business or school purposes. The School may periodically monitor the usage of the Telephone Systems to ensure compliance with this Policy. Therefore, employees should not consider their conversations on the School's telephone systems to be private. If an employee receives a message that is not addressed to him/her, he or she is not authorized to read or use the information contained in the message.

All mail that is delivered to the School is presumed to be related to School business. Mail sent to you at the School may be opened by the office personnel and routed to your department.

## **8.8. PROHIBITED USE AND CONTENT OF COMMUNICATIONS**

You may not use our Systems in any way that may be seen as insulting, disruptive, offensive, or harmful to morale. Examples of prohibited, non-business purposes include, but are not limited to, use of the School's Systems:

- To engage in any kind of activity that does not support the goals and mission of the School or violates any of the School's policies or procedures;

- To convey insensitive, improper, derogatory, insulting, threatening, or harassing language or remarks, or sexually explicit messages, cartoons, jokes, or other potentially offensive material;

- To engage in cyberbullying;

- To send propositions, love letters, or any other message that could be construed to be harassment or disparagement of others in violation of our Policy against harassment;

To attempt to break into any computer, whether internal or external to the School, to copy or steal electronic files without permission, disable School-installed security software or to knowingly cause or aid the spread of computer viruses;

To write resumes, junk mail, mass-mailings, or other documents unrelated to School business or to create and/or forward “chain letters;”

For the unauthorized advertisement of services;

To run computer games or other personal software during working hours;

As a forum for gossip or for personal gain;

To violate or attempt to violate any law, including but not limited to infringement of intellectual property rights, including but not limited to copyrights.

## **8.9. ELECTRONIC FORGERY**

An employee may not misrepresent, disguise, or conceal his or her identity or another’s identity in any way while using Electronic Communications; make changes to Electronic Communications without clearly indicating such changes; or use another person’s account, mailbox, password, etc. without prior written approval of the account owner and without identifying the actual author.

## **8.10. EMAIL**

Email, short for electronic mail, is any of the various systems that transmit some form of electronic representation of a page or message from one location to another. It should be clear that electronic mail cannot be used to harass or threaten others. The School reserves the right to randomly check e mail. Email messages must not include personal attacks and should follow the normal rules of appropriate public language. They should not contain any language or content, which the author would not be willing to share from the podium at a School meeting. Employees should be made aware that deleted emails can be undeleted. If an employee receives a message that is not addressed to him/her, he or she is not authorized to read or use the information contained in the message.

## **8.11. PASSWORD AND ENCRYPTION KEY SECURITY AND INTEGRITY**

All Systems passwords and encryption keys must be available to the School at all times. Additionally, you may not use passwords that are unknown to your manager, nor may you install encryption programs without first receiving permission and turning over encryption keys to your manager. Further, employees are prohibited from the unauthorized use of passwords and encryption keys belonging to other employees in order to gain access to other employees’ messages. Your password is private and should be treated as such. On rare occasions where a member of the IT staff may need to log in to your account to troubleshoot a software or system problem, you may share your password. You are responsible for any and all activity occurring on the School’s Systems under your password.

## **8.12. SOFTWARE, PERSONAL DRIVES, DOWNLOADING APPLICATIONS AND NETWORKING**

Computer software, whether purchased, developed, or modified by the School, may not be downloaded, copied, reproduced, altered, deleted, or appropriated by employees without prior School authorization. Any such computer software is the property of the School and may not be copied or appropriated by employees for personal use



during employment with the School or upon separation. Employees should be aware that the illegal duplication of computer software may result in the filing of criminal copyright charges by the owners of the copyrights; copyright infringement is punishable by fines and/or imprisonment.

The School does not condone the use of “bootleg” or “pirate” software on its Computer System. The use of such software is grounds for discipline, up to and including immediate termination. Any employee who becomes aware of the presence of any “bootleg” or “pirate” software on the School’s Computer System should notify management immediately.

The use of personal drives or software in the School’s Computer System without prior authorization is strictly prohibited. This includes the downloading of Applications (App) onto School computers, laptops or tablets. If you would like an App added to your tablets or other device, please see the Technology Specialist. Any App that the Technology Specialist installs at your request will be deducted from your classroom budget.

Employees are further prohibited from accessing the School’s Systems from remote locations via modem and from connecting School Systems to outside systems via modem without prior authorization.

### **8.13. USE OF EMPLOYEE OWNED DEVICES**

Employees may own various types of personal electronic devices such as earphones, wireless earpieces, MP3 players, music players, video devices, pagers, cell phones, etc. Employees may only use such items during working time in a manner appropriate for the employee’s job duties and expected productivity. Certain activities are never appropriate during an employee’s scheduled work hours (other than lunches and breaks). For example, listening to music, watching videos, wearing earphones or listening devices, text messaging, talking on one’s cellular telephones, are strictly prohibited. The School may prohibit the use of any electronic device at any time. The School expects employees to be focused on working, supervising children, appearing professional at all times, and being as productive as possible. The School will not be liable for the loss of handheld devices brought into the workplace.

Cell phones and all other devices must remain on silent, non vibrating mode or be turned off at all times while employees are working. While personal device use is permitted during break times, use should be limited to areas outside the classroom where students and parents cannot observe or overhear such use.

### **8.14. RECORDING DEVICES**

To maintain the security of our premises and systems, the School prohibits unauthorized photography, audio or video recording of its employees, confidential documents, or students. Employees may not use a cell phone, PDA or any other handheld device in a manner that violates our No Harassment Policy, Equal Employment Opportunity Policy, or other School policies. Employees may not use a cell phone, PDA or any other handheld device in any way that may be seen as insulting, disruptive, obscene, offensive, or harmful to morale. Employees who violate this policy are subject to discipline, up to and including immediate termination of employment.

### **8.15. COMMUNICATION WITH PARENTS ELECTRONICALLY**

All professional communication with parents should be sent through School approved methods only. No correspondence should be through personal emails, social networking sites, messaging or texts.

## **8.16. SCHOOL WEB PAGE USE**

The School has established Web pages for use by employees, faculty, students, parents and the general public. Unauthorized access or “hacking” into the School’s Systems or misuse of these Web pages is strictly prohibited.

## **8.17. RESPONSIBILITY FOR STUDENT INTRANET AND COMPUTER USE**

Students are provided standards and rules for proper internet and computer use while at School. Teachers are responsible for being familiar with these student standards and rules and ensuring student compliance with those guidelines. Any teacher that discovers a student is in violation of the Student Computer and Internet Acceptable Use Policy should immediately report the matter to the Head of School.

## **8.18. APPLICABLE LAWS**

Numerous state and federal laws apply to Electronic Communications. The School will comply with applicable laws. Employees also must comply with applicable laws and should recognize that an employee could be personally liable and/or subject to fines and imprisonment for violation of applicable laws.

## **8.19. KNOW AND FOLLOW SOCIAL MEDIA RULES**

Carefully read the School’s behavior and conduct policies to ensure your social postings are consistent with the School’s policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct are not acceptable and may subject an employee to disciplinary action up to and including termination.

Employees are not permitted to use the School’s name, logo, trademark, or service mark in online activities. Employees are not permitted to post photographs of the School, its locations, activities, students, or parents online. Employees are not permitted to disclose any confidential information of the School, employees, students, parents, or activities online.

Online photos or comments that contain references to sexual activity, drugs, drinking, partying, or other similar issues which are posted on any social networking or other Internet sites that may be accessible to the public or our students are inappropriate and could lead to disciplinary action, up to and including termination of employment.

# **9. ATTENDANCE POLICIES**

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## **9.1. OFFICE HOURS**

The School Office is open from 7:30 a.m. to 4:00 p.m. Monday through Friday. An employee may be asked to work different hours to meet the needs of the department he or she serves.

The School may periodically schedule mandatory after hours or weekend work in order to meet School needs. We will attempt to give employees as much advance notice as possible, and we expect that all employees who are scheduled to work after hours or weekends will be at work, unless excused by their Supervisor.

## **9.2. ABSENTEEISM OR TARDINESS**

Each employee plays an important role in getting the day’s work done. Therefore, each employee is expected to be at his or her workstation on time each day. Absenteeism or tardiness, even for good reasons, is disruptive of our

operations and interferes with our ability to satisfy our students' needs. Excessive absenteeism or tardiness can result in discipline up to and including discharge.

If you are going to be late or absent from work for any reason, you must personally notify your Supervisor as far in advance as possible so proper arrangements can be made to handle your work during your absence. Of course, some situations may arise in which prior notice cannot be given. In those cases we expect you to notify the Front Office Manager before 9 p.m. or after 6 a.m. to arrange for a substitute.

When absence is due to illness, the School reserves the right to require appropriate medical documentation.

### **9.3. TIMEKEEPING PROCEDURES**

Unless otherwise notified, each non-exempt employee is required by Federal law and by this School to keep an accurate record of his or her hours worked each day and each week. Your Supervisor will advise you how you are to record your time. We expect you to record all time that you work for the School, including any time worked at home and/or off campus.

Any changes or corrections to your time record must be approved by your Supervisor. Under no circumstances may any employee modify another employee's time record.

## **10. LEAVE POLICIES**

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### **10.1. LEAVING THE CAMPUS**

Leaving the campus during the school day depends on a variety of considerations. These include but are not limited to, the division you are working in and teaching schedules, the need for consistent classroom coverage and the approval of your Supervisor.

Employees who need to leave the premises during the school day for longer than a scheduled, standard break should receive approval from their Supervisor.

### **10.2. HOLIDAYS**

Employees should refer to the School calendar to determine which holidays are observed each year. All full-time employees will receive recognized School holidays off with pay, any time they fall on a regular workday.

### **10.3. PAID TIME OFF**

The School realizes that there are some times when an employee simply cannot be at work because of personal illness, caring for family members, religious observance and business matters. To help ensure that illness or personal needs do not affect an employee's financial well being, the School provides a paid time off benefit as a form of income security for the welfare and protection of employees. Paid time off (PTO) is a privilege, not a right.

Teaching consistency in the classroom is critical to student learning and engagement. Paid time off is available for all employees and to be used for illness or those unique and necessary times when teachers need to be absent for personal reasons. Please carefully consider time off requests to fit these described criteria.

PTO can only be requested and taken in 2, 4 or 8 hour increments.

Employees are directly responsible for legitimate use of paid time off. The taking of paid time off under false pretenses is a serious violation of School policy. An employee's use of paid time off (excused or unexcused) may be taken into consideration in the individual's periodic performance rating for pay increases, promotions, and continuation of employment. Please refrain from requesting paid time off in May as substitute teachers are unavailable. You may not take a personal day preceding and following a School scheduled holiday unless approved by your Supervisor.

### **Eligibility and Benefit**

For these matters, personal days are provided each year. Part-time permanent employees receive five (5) paid personal days. Full time permanent employees receive seven (7) paid personal days.

After a salaried employee takes more than the allotted number of personal days, the employee's pay may be reduced. However, employees may be granted additional emergency leave without loss of pay should the circumstances of the emergency be in the nature of the following:

- Extended recovery from major illness or injury.
- Loss of family member and resulting funeral attendance.
- The birth of a child.

Personal days are not accumulated from year to year. If an employee's situation requires a prolonged absence from work, the reason for the absence and the anticipated events will be presented to the employee's Supervisor and/or Head of School for a case by-case decision as to salary and substitute issues.

All unused personal days are forfeited upon separation of employment, regardless of the reason for separation.

Paid personal days do not count as "hours worked" for purposes of calculating an employee's entitlement to overtime during the week in which personal days are taken. Hourly employees will receive a full day's pay (based on their standard workday) for each personal day. For attendance recording purposes of non exempt employees, personal leave time will be counted in 2, 4 or 8 hour increments. Salaried employees will receive their normal salary for the paid personal days taken.

The School reserves the right to require a doctor's statement if an employee is absent because of his/her own illness or the illness of a family member, whether the absence is prearranged or unforeseeable. Personal leave does not accrue during periods of unpaid absence.

### **Procedures for Authorizing Use of Personal Leave**

You must notify your Supervisor the night before or at least by 7:00 a.m. that personal leave will be taken. Personal leave will usually not be paid if taken immediately before or after a holiday, other designated School days off, or when the School has scheduled a full school in-service day unless you have received prior approval or provided a physician's statement or other bona fide proof of illness.

Requests for Personal Leave that are known in advance should be submitted in writing to your appropriate Supervisor at least two weeks prior to the planned leave.

## **10.4. PROFESSIONAL LEAVE**

Professional Leave is understood to be any planned time taken by employees away from what would otherwise be his normal working hours/days in order to grow professionally (e.g., trip to Ambleside; AP Workshop) or to assist others in Christian service (e.g., mission's trip). Professional leave days may not be accumulated from year to year. Completion of coursework toward a previously approved degree program will not count against professional leave time.

Authorization for Professional Leave is always contingent on budget restraints and approval from both the appropriate Supervisor and Head of School. The following guidelines are to be adhered to by the employee desiring professional leave and the administration in granting leave. Employees of the School may request up to the following maximum for total days (or equivalence in time) of professional leave during a work agreement period.

- Administrators: three (3) days during the academic year plus five (5) days during the summer; total of eight (8) year round.
- Faculty & Staff: three (3) days during the academic year.

Requests for professional leave should be submitted in writing to your appropriate Administrator at least two weeks prior to the planned leave. The written request should include a detailed reason and justification for the leave. Arranging authorized substitutes for faculty members taking professional leave is the sole responsibility of those faculty member(s) going on leave and is subject to administrative approval.

## **10.5. ABSENCES COVERED BY WORKERS' COMPENSATION INSURANCE**

Absences due to on-the-job injury or illness as defined by the Workers' Compensation Act shall not be charged against an employee's accrued sick/personal leave and the employee will be entitled to the benefits provided by the Act. However, at the incapacitated employee's request, and with the approval of your Supervisor, the employee may be granted accumulated hours of sick/personal leave to supplement Workers' Compensation payments being received by the employee to prevent a loss of income. The combined total of Workers' Compensation payments and payments for sick/personal leave granted shall not exceed the employee's salary at the regular rate.

Covenant pays the entire cost of workers' compensation insurance even if you are a part time or temporary employee. This insurance provides benefits for injury or illness that arise in connection with your employment at Covenant. Eligibility automatically begins on the first day of employment. Benefit entitlements are governed by law. If an employee sustains a work-related injury, even a minor one, it must be reported to the appropriate Supervisor immediately. A Supervisor will assist in the documentation of the injury and the causal factors surrounding the circumstances. A written report will be kept on record, and if necessary, used to file a workers' compensation report.

## **10.6. VACATION**

All full time, administrative employees are eligible for paid vacation after each full year of continuous employment. Each full time, administrative employee is eligible for three (3) weeks of paid vacation.

Vacation time is given to employees so that they are better able to perform their jobs when they return. For this reason, we require employees to take their vacation and we do not permit employees to take pay in lieu of time off. We also do not permit vacation to be accumulated from year to year. No vacation pay will be paid to employees who

do not take vacation within the year they are eligible. Vacations must be scheduled and approved by your Supervisor. We encourage employees to take vacation during the summer months whenever possible.

## **10.7. LACTATION BREAK**

The School will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child for up to one year after the birth of the child. The break time should, if possible, be taken concurrently with other break periods already provided. Non exempt employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid. The School will also make access to a refrigerator available for the storage of breastmilk and will ensure that the break room is both private and has access to an electrical outlet.

Employees should notify their immediate Supervisor or Human Resources to request time to express breast milk under this policy. The School does, however, reserve the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations.

## **10.8. LEAVE FOR CIVIC DUTY**

We encourage each of our employees to accept his or her civic responsibilities. As a good citizen, we are pleased to assist you in the performance of your civic duties.

### **Jury Duty**

If you are a full-time employee and are called to jury duty by official order during regular school days, please notify your Supervisor immediately so we can plan the department's work with as little disruption as possible. You must also furnish him/her with a copy of the official notification to service.

If you are released from jury service before the end of your regularly scheduled shift or you are not asked to serve on a jury panel, you are expected to report to work if a reasonable period of time remains in the work day. You must present papers from the court clerk reflecting the dates you spent on jury duty.

### **Voting**

We want every full time employee to have the opportunity to vote in every election. Generally, there will be sufficient time to vote either before or after your scheduled shift. However, if you foresee a problem getting to the polls, please notify your Supervisor so that arrangements can be made.

## **10.9. FAMILY AND MEDICAL LEAVE ACT POLICY**

The Family and Medical Leave Act ("FMLA") provides eligible employees the opportunity to take unpaid, job protected leave for certain specified reasons. The maximum amount of leave an employee may use is either 12 or 26 weeks within a 12-Month period depending on the reasons for the leave.

### **Employee Eligibility**

To be eligible for FMLA leave, you must:

1. have worked at least 12 Months for the School in the preceding seven years (limited exceptions apply to the seven year requirement);
2. have worked at least 1,250 hours for the School over the preceding 12 Months; and
3. currently work at a location where there are at least 50 employees within 75 miles.



## Conditions Triggering Leave

FMLA leave may be taken for the following reasons:

1. birth of a child, or to care for a newly born child (up to 12 weeks);
2. placement of a child with the employee for adoption or foster care (up to 12 weeks);
3. to care for an immediate family member (employee's spouse, child, or parent) with a serious health condition (up to 12 weeks);
4. because of the employee's serious health condition that makes the employee unable to perform the employee's job (up to 12 weeks);
5. to care for a Covered Service member with a serious injury or illness related to certain types of military service (up to 26 weeks) (see Military-Related FMLA Leave for more details); or
6. to handle certain qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on duty under a call or order to active duty in the Uniformed Services (up to 12 weeks) (see Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a 12-month period for all reasons combined is 12 weeks, with one exception. For leave to care for a Covered Service member, the maximum combined leave entitlement is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks.

### Definitions:

A. "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a healthcare provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a healthcare provider or one visit to a healthcare provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

B. "Covered Service member" is a member or veteran of the Armed Forces, including the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. The term "serious injury or illness" means an injury or illness incurred by the member in the line of duty while on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating, or one that existed before the beginning of active duty and was aggravated by service in the line of duty while on active duty. With regard to veterans, the injury or illness may manifest itself before or after the individual assumed veteran status.

C. "Qualifying exigencies" include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, and post-deployment debriefings.

## Identifying the 12-Month Period

The School measures the 12-month period in which leave is taken by the "rolling" 12-month method, measured backward from the date of any FMLA leave with one exception. For leave to care for a covered service member, the School calculates the 12-month period beginning on the first day the eligible employee takes FMLA leave to care for a covered service member and ends 12 months after that date. FMLA leave

for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

### **Using Leave**

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a covered service member, his or her injury or illness. Eligible employees may also take intermittent or reduced schedule leave for military qualifying exigencies. Intermittent leave is not permitted for the birth of a child, to care for a newly born child, or for placement of a child for adoption or foster care. Employees who require intermittent or reduced scheduled leave must try to schedule their leave so that it will not unduly disrupt the School's operations.

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

Depending on the purpose of your leave request, you may choose (or the School may require you) to use accrued paid leave (such as sick leave, vacation, or PTO), concurrently with some or all of your FMLA leave. In order to substitute paid leave for FMLA leave, an eligible employee must comply with the School's normal procedures for the applicable paid leave policy (e.g., call in procedures, advance notice, etc.).

### **Maintenance of Health Benefits**

If you and/or your family participate in our group health plan, the School will maintain coverage during your FMLA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the School may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave.

### **Notice and Medical Certification**

When seeking FMLA leave, you are required to provide:

1. sufficient information for us to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a healthcare provider, or circumstances supporting the need for military family leave. You must also inform the School if the requested leave is for a reason for which FMLA leave was previously taken or certified. If the need for leave is foreseeable, this information must be provided 30 days in advance of the anticipated beginning date of the leave. If the need for leave is not foreseeable, this information must be provided as soon as is practicable and in compliance with the School's normal call in procedures, absent unusual circumstances;
2. medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within 15 calendar days of the School's request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to discipline up to and including termination. Second or third medical opinions and periodic re certifications may also be required;

3. periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and
4. medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition. The School will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination.

### **Employer Responsibilities**

To the extent required by law, the School will inform employees whether they are eligible under the FMLA. Should an employee be eligible for FMLA leave, the School will provide him or her with a notice that specifies any additional information required as well as the employee's rights and responsibilities. If employees are not eligible, the School will provide a reason for the ineligibility. The School will also inform employees if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against the employee's leave entitlement. If the School determines that the leave is not FMLA protected, the School will notify the employee.

### **Job Restoration**

Upon returning from FMLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

### **Failure to Return after FMLA Leave**

Any employee who fails to return to work as scheduled after FMLA leave or exceeds the 12-week FMLA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement), will be subject to the School's standard leave of absence and attendance policies. This may result in termination if you have no other School provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, the School's obligation to maintain your group health plan benefits ends (subject to any applicable COBRA rights).

### **Other Employment**

The School generally prohibits employees from holding other employment. Any additional employment must be approved with the appropriate Supervisor. This policy remains in force during all leaves of absence including FMLA leave and may result in disciplinary action, up to and including immediate termination of employment.

### **Fraud**

Providing false or misleading information or omitting material information in connection with an FMLA leave will result in disciplinary action, up to and including immediate termination.

### **Employers' Compliance with FMLA and Employee's Enforcement Rights**

FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA, or discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

While the School encourages employees to bring any concerns or complaints about compliance with FMLA to the attention of Human Resources, FMLA regulations require employers to advise employees that they may file a complaint with the U.S. Department of Labor or bring a private lawsuit against an employer.

Further, FMLA does not affect any Federal or State law prohibiting discrimination or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

### **Limited Nature of This Policy**

This Policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided for by FMLA. The School reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

## **10.10. MILITARY-RELATED FMLA LEAVE**

FMLA leave may also be available to eligible employees in connection with certain service-related medical and nonmedical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

### **Military Caregiver Leave**

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. The family member must be a “covered service member,” which means: (1) a current member or veteran of the Armed Forces, National Guard or Reserves, (2) who is undergoing medical treatment, recuperation, or therapy or, in the case of a veteran, who was a current member of the Armed Forces, National Guard or Reserves within five years prior to the treatment for which an eligible employee requests leave; is otherwise in outpatient status, or is otherwise on the temporary disability retired list, (3) for a serious injury or illness that may render a current member medically unfit to perform the duties of the member’s office, grade, rank, or rating. Military Caregiver Leave is not available to care for service members on the permanent disability retired list.

To be “eligible” for Military Caregiver Leave, the employee must be a spouse, son, daughter, parent, or next of kin of the covered service member. “Next of kin” means the nearest blood relative of the service member, other than the service member’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of Military Caregiver Leave. The employee must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible employee may take up to 26 workweeks of Military Caregiver Leave to care for a covered service member in a “single 12-Month period.” The “single 12-month period” begins on the first day leave is taken to care for a covered service member and ends 12 Months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If an employee does not exhaust his or her 26 workweeks of Military Caregiver Leave during this “single 12-Month period,” the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each service member. Consequently, an eligible employee may take separate periods of caregiver leave for each and every covered service member, and/or for each and every serious injury or illness of the same covered service member. A total of no more than 26 workweeks of Military Caregiver Leave, however, may be taken within any “single 12-Month period.”

Within the “single 12-month period” described above, an eligible employee may take a combined total of 26 weeks of FMLA leave including up to 12 weeks of leave for any other FMLA qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the “single 12-Month period,” an eligible employee may take up to 16 weeks of FMLA leave to care for a covered service member when combined with up to 10 weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or covered service member and completed by an authorized healthcare provider within 15 days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

### **Qualifying Exigency Leave**

Eligible employees may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the duty under a call or order to active duty of a “covered military member” (i.e., the employee’s spouse, son, daughter, or parent). Up to 12 weeks of Qualifying Exigency Leave is available in any 12-Month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of 26 weeks of leave in a “single 12-Month period”). Although Qualifying Exigency Leave may be combined with leave for other FMLA qualifying reasons, under no circumstances may the combined total exceed 12 weeks in any 12-Month period (with the exception of Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a federal call to active duty, and state calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

1. Short notice deployment. To address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty.
2. Military events and related activities. To attend any official military ceremony, program, or event related to active duty or a call to active duty status or to attend certain family support or assistance programs and informational briefings.

3. Childcare and School activities. To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
4. Financial and legal arrangements. To make or update various financial or legal arrangements; or to act as the covered military member's representative before a federal, state, or local agency in connection with service benefits.
5. Counseling. To attend counseling (by someone other than a healthcare provider) for the employee, the covered military member, or for a child or dependent when necessary as a result of duty under a call or order to active duty.
6. Temporary rest and recuperation. To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to five days of leave for each instance of rest and recuperation.
7. Post-deployment activities. To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to 90 days following termination of the covered military member's active duty status. This also encompasses leave to address issues that arise from the death of a covered military member while on active duty status.
8. Mutually agreed leave. Other events that arise from the close family member's duty under a call or order to active duty, provided that the School and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave. An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the covered military member's active duty orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within 15 days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

## **10.11. MILITARY LEAVE OF ABSENCE**

Covenant supports the military obligations of all employees and grants leaves for uniformed service in accordance with applicable federal and state laws. Any employee who needs time off for uniformed service should immediately notify Human Resources and the employee's Supervisor, who will provide details regarding the leave. If an employee is unable to provide notice before leaving for uniformed service, a family member should notify the Supervisor as soon as possible.

Upon return from military leave, employees will retain certain rights with respect to reinstatement, seniority, layoffs, compensation, length of service promotions, and length of service pay increases, as required by applicable federal or state law. Failure to report for work within the prescribed time after completion of military service will be considered a voluntary termination.

The School will not discharge an employee because they take military leave.

All employees who enter military service may accumulate a total absence of five years and still retain employment rights.



## 10.12. OTHER LEAVE POLICIES

- The Texas Emergency Evacuation policy which states an employer will not discharge or take any other adverse employment action against an employee who leaves work, or does not report to work, in order to participate in a general public evacuation ordered under an emergency evacuation order.
- The Texas Witness leave which says employers must provide unpaid leave to employees to appear as a witness in a court proceeding or to attend a juvenile court proceeding when required as a parent or guardian. Employers cannot take any adverse action against an employee for appearing as a witness pursuant to a subpoena.
- An employer may not terminate or otherwise discriminate against an employee who takes a leave from work in order to attend a precinct convention or attend a county, district or state convention as a delegate.

## 11. WORK PERFORMANCE

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### 11.1. PERFORMANCE EXPECTATIONS

Every employee is expected to make every effort to learn his or her job and to perform that job at a satisfactory level. Any employee who fails to maintain a satisfactory level of performance is subject to termination.

### 11.2. PERFORMANCE EVALUATION

The Covenant School utilizes performance evaluation tools for all faculty and staff to ensure comprehensive feedback on job performance. These review processes are designed to provide constructive feedback, enabling team members to enhance and improve their performance. Additionally, these tools effectively record individual goals and track professional growth.

The feedback gathered from these evaluations is used to make informed recommendations to the Head of School concerning employee contract renewals, compensation, and promotions.

The process includes setting annual goals, conducting periodic reviews, meetings with evaluators for faculty in the fall, implementing a 90-day review for all new employees, carrying out informal and formal classroom observations, and completing an annual review.

### 11.3. INVESTIGATION OF MISCONDUCT

To protect our employees and our students, the School must be able to investigate suspected or alleged misconduct. Employees are required to cooperate and to assist the administration to the fullest extent possible in investigating misconduct, whether their own or another's. Such cooperation and assistance include, without limitation, being completely honest (including, providing all facts, documents, and information in the employee's possession or control or which the employee has knowledge of), and submitting to searches and/or drug and alcohol tests, if requested to do so. An employee's failure or refusal to cooperate and assist in any investigation, including, without limitation, dishonesty, or a refusal to submit to a search or drug and alcohol test, if requested to do so, is grounds for discipline, up to and including immediate termination.

If an employee fails or refuses to cooperate or assist at any stage of an investigation into the employee's own suspected or alleged misconduct, the School also reserves the right to proceed, including proceeding without the employee's statement or cooperation, and make a decision based on all reasonable inferences from the employee's

failure or refusal to cooperate (including drawing an adverse inference) and information from other sources. The employee's failure or refusal to cooperate remains a separate ground for discipline, up to and including immediate termination.

## **11.4. DISCIPLINARY POLICY AND STEPS**

The School seeks to provide employees with notice of performance deficiencies and an opportunity to improve. However, the School retains the right to administer discipline in any manner it sees fit. The following disciplinary process does not change the status of an employee's "at-will" status or in any way restricts the School's right to bypass the disciplinary procedures suggested. The four steps of Covenant's progressive discipline policy are as follows:

### **Step 1: Verbal Informal Discussion**

A conversation will take place with an employee when there is a violation of a rule (such as repeated tardiness or using a personal phone during classroom time) or when performance deficiencies exist and need to be corrected.

### **Step 2: Written Warning**

A written warning will occur when an offense occurs and corrective action is required to improve performance or behavior. If an employee does not show performance improvement in the area identified, this disciplinary step may result in termination.

### **Step 3: Coaching/Performance Improvement Plans**

Coaching and the development and implementation of a Performance Improvement Plan (PIP) are tools in this step that seek to correct performance and behavior issues using check-in meetings, training, measurable goals/objectives and a detailed improvement plan. If an employee does not show consistent performance improvement in the categories outlined in the PIP, this disciplinary step may result in termination.

### **Step 4: Failure to Improve – Termination**

This step takes place when all other disciplinary actions have been exhausted. During this meeting, the separation and termination of an employee is addressed.

In cases involving serious misconduct (Gross Misconduct), or any time the Supervisor decides it is necessary, such as a major breach of policy or violation of law, the procedures contained above may be disregarded. The Supervisor should contact the Head of School who will review the situation and determine immediate next steps.

### **Gross Misconduct**

In addition to job performance issues, an employee may also be disciplined, up to and including immediate termination for behavior considered Gross Misconduct. Some examples of misconduct are as follows:

- Insubordination.
- Abuse, misuse, theft, or the unauthorized possession or removal of School property or the personal property of others.
- Falsifying or making a material omission on school records, reports, or other documents, including payroll, attendance records (including weekly time records), personnel, and employment records.
- Divulging confidential school information to unauthorized persons.

- Disorderly conduct on School property or while representing the School offsite. This includes fighting or attempted bodily injury of another, or the use of profane, abusive, or threatening language towards others.
- Violation of any law adversely affecting the School or conviction in court of any crime which may cause the employee to be regarded as unsuitable for continued employment.
- Violation of the School's alcohol, drug and controlled substances policy.
- A final conviction, probated sentence or deferred adjudication probation of any criminal statute as defined by the
- Texas Penal Code and/or criminal federal statute. This includes crimes involving moral turpitude.
- Conduct inconsistent with the interest, mission and public image of the School.

## **11.5. INSUBORDINATION**

We expect every employee to follow the reasonable and lawful instructions of Supervisors and other management officials. Failure to do so constitutes insubordination and may result in immediate termination.

## **11.6. RETALIATION IS PROHIBITED**

The School prohibits taking negative action against any employee for reporting a possible deviation from this handbook or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this handbook or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

# **12. BUSINESS POLICIES**

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## **12.1. ENERGY CONSERVATION**

It is every employee's responsibility to be conscious of energy conservation. Lights and computers should be turned off at the end of the day. In rooms with thermostats, air conditioning should be adjusted to the warmer/cooler setting, depending on the temperature outside.

## **12.2. KEYS**

Copies of keys are maintained by the Director of Facilities. You may sign out a key with the Director if you need one for a classroom or for one of the common areas. Only the Director of Facilities can make copies of keys.

## **12.3. TRAVEL REIMBURSEMENT**

You must have advance approval from your Supervisor if incurring expenses for travel, lodging, meals, etc. while on School business. Reimbursement requests should be submitted within the same month that the travel occurred. The School reimbursement rate for use of personal automobiles is the IRS approved mileage rate.

## **12.4. EXPENSE REPORTS**

All faculty members and staff are required to obtain approval from their Supervisor before expenses are incurred. Once you have approval and paid the expenses, please submit reimbursement requests via ExponentHR. Please avoid paying sales tax. Sales tax exemption forms are available in the Accounting Department.

Expense reports should be submitted within one week of incurring the expense and must be approved by your Supervisor. You must describe the expense, the reason for purchase, and the purchase date. Take a picture of your receipt and upload it to ExponentHR.

## 12.5. MAINTENANCE REQUESTS

The School believes that maximum facility life and student and employee safety is obtained through a proactive maintenance program. The maintenance program includes housekeeping, repair, restoration, and renovation of the property, grounds, buildings, and building fixtures.

Further, the School believes that the facility communicates an image to the employees, students, and the public. Therefore, it shall be the policy of the School to maintain all facilities in such a manner that they are clean, orderly, safe, and as attractive as possible, within the constraints of applicable statutes, time, and budget.

If a repair is needed, please complete a Maintenance Request Form and submit it to the Facility Director. Upon receipt of the request, the Facility Director will contact the appropriate party to schedule the needed repair or maintenance service. Emergency situations such as broken water fixtures, hazardous conditions, etc. should be reported immediately to the Front Office.

Maintenance Requests and work orders will be prioritized based upon criteria such as protection of health and safety, property, benefit to the educational program, and necessity to the School operations.

## 13. SEPARATION POLICIES

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### 13.1. SEPARATION OF EMPLOYMENT

Separation of employment can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or assignment), reduction in workforce or discharge.

**Resignation:** Resignation is a voluntary act initiated by the employee to end employment with the School. In the interest of maintaining proper staffing levels, employees are expected to give the School a minimum of two weeks prior written notice of resignation.

**Retirement:** Employees who wish to retire are required to notify the Head of School in writing at least one month before the planned retirement date.

**Job Abandonment:** Employees who fail to report to work or contact the Head of School for two consecutive workdays shall be considered to have abandoned the job without notice effective at the end of their normal shift on the second day. The Head of School will contact Human Resources at the expiration of the second workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible to receive accrued benefits and are ineligible for rehire. Failure to report back to work on the first day after expiration of the leave of absence will be considered job abandonment.

**Discharge:** Employees of the School, unless otherwise stated in a written employment contract signed by both parties, are employed on an “atwill” basis, and the School retains the right to discharge an employee

with or without notice or with or without cause at any time.

**Reduction in Workforce:** An employee may be laid off because of changes in duties, organizational changes, lack of funds, or lack of work.

## 13.2. TERMINATION OF BENEFITS

An employee separating from the School is eligible to receive benefits as long as the appropriate procedures are followed.

**Health Insurance:** Health insurance terminates the last day of the month of employment, unless employee requests immediate termination of benefits. Information for Consolidated Omnibus Budget Reconciliation (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health plan premiums through the end of the month.

**Release of Final Paychecks:** Final paychecks will be released in accordance with State law. Specifically, if an employee is involuntarily separated from employment, the final pay is due within six (6) calendar days of discharge. If the employee quits, retires, resigns, or otherwise leaves employment voluntarily, the final pay is due on the next regularly scheduled payday following the effective date of resignation.

## 13.3. RETURN OF PROPERTY

The separating employee must return all School property at the time of separation, including but not limited to cell phones, keys, PCs and identification cards to their Supervisor. We expect you to take care of all your outstanding accounts with the School and leave your work area and/or classroom in an orderly condition.

## 13.4. EXIT INTERVIEW

Any employee leaving the School is required to meet with Human Resources and attend an exit interview conducted by Human Resources. The purpose of the interview is to determine the reasons for leaving and to resolve any questions of compensation, insurance continuation, return of School property, or other related matters.

## 14. EMPLOYEE ACKNOWLEDGMENT

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I acknowledge that I have received a copy of The Covenant School Employee Handbook and that I will familiarize myself with its contents. I understand that I am expected to read the entire handbook and accept the terms of the handbook as part of my employment agreement with the School.

I understand that it is my responsibility to comply with the policies and procedures contained in this handbook and that the School retains the right to add, change or delete wages, benefits, policies, procedures and all other working conditions at any time.

I understand that nothing in the handbook creates or is intended to create a promise or representation of continued employment.

My acknowledgment in receiving this document conveys that I understand the foregoing agreement that the “at-will” status is the sole and entire agreement between the School and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings and representations (whether written or oral) concerning my employment with the School.