

# **PRESBYTERIAN PAN AMERICAN SCHOOL FACULTY AND STAFF EMPLOYEE HANDBOOK**

**REVISED; 1998**

Presbyterian Pan American School (the "School") is a Presbyterian co-educational college preparatory School for young people from all the Americas and beyond. The School is committed to providing a high quality professional employment environment. To this end, the School has adopted certain employment policies and procedures, which are contained in this employee handbook. This employee handbook is effective as the 1<sup>st</sup> day of June 1998 and the terms and conditions of employment outlined in this handbook supersede all other policies of agreements concerning employment.

Policies in this handbook are a source of information for employees who have questions about the School's personnel practices. These policies are not contractual in nature and may be unilaterally rescinded, revised, or added to by the School from time to time. Additionally, although management generally will follow these policies, the President may, in his or her sole discretion, authorize deviations from or exceptions to these policies if, in the President's opinion, such a deviation or exception is warranted under the circumstances. The provisions of this handbook control over any statements, representations, or assurances by any supervisory personnel.

This employee handbook is the property of the School. All employees will be provided with a copy of the handbook and will be required to read and abide by it. Employees will be notified whenever there has been a significant modification or addition to any of the policies in the handbook. All personnel, regardless of employment status, shall be subject to and shall adhere to the policies, procedures and regulations of the School as established by the administration and the Board of Trustees.

## INTRODUCTORY LETTER

Presbyterian Pan American School is a four-year co-educational preparatory School, and international Christian community of worship, study and work. We are, thus, a group of people living together for a common purpose. Our community is at once unique, diverse, and relatively small in nature. All of us, teachers, students, administrators, and staff members, are very dependent on one another. We are very much like the Church, which St. Paul in I Corinthians Chapter 12 compares to the body—many different members each having a different function but all vital to the whole.

Our goal together is to strive constantly to make Presbyterian Pan American School a Christ-centered environment. It is therefore always a community in the making, never perfect, but ever improving. The goal and the model for our behavior is very clear. We know how it ought to be through the reading of whole scripture and the counsel of the Holy Spirit. Let us then work to this end. Let us work, care, and pray for one another as each of us seeks to know and to do God's will for ourselves and for Presbyterian Pan American School.

Commitment, loyalty, and dedication are essential to the accomplishment of our task and greatly appreciated by all those who love Presbyterian Pan American School. Each of us has a role to play and each of us is expected to fulfill the role of teacher, students, administrator, or staff member seven days a week. However, dedication to the School must be tempered with appreciation of self and family. Let us be good examples to the students by taking regular time to be with our families and for recreation.

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President

## **STATEMENT OF MISSION:**

The School prepares young people to be leaders in their native countries and in society that is increasingly complex, multicultural, multilingual, and multinational; it provides—as a mission arm of the Church—the opportunity for students to experience life in a Christian place of learning; and it assists these students, regardless of their financial condition, in preparing for the college of their choice.

In order to fulfill this mission the trustees, administrators, faculty, and staff accept the following as the goals of the School:

1. To provide a quality boarding and day School program, grades 9-12, of the highest academic standards possible.
2. To prepare all students for the college of their choice and to provide them with the proper guidance and assistance to gain admission to it.
3. To create and maintain a total School atmosphere that is respectful of and sensitive to individual differences as well as pleasant and conducive to learning about life, the world, and God.
4. To reflect the wholeness of the Christian faith in a community that involves the students, faculty, and staff in a meaningful witness and practical application of God's truth and purpose (see Personnel Handbook).
5. To maintain a respect for and continuity with the rich heritage of the School's past, both as an institution of learning and as a mission arm of the Presbyterian Church (U.S.A.).
6. To make all of the above available to qualified students even if they cannot afford to pay for it. The School shall be responsive to the needs expressed by God's people living within the American hemisphere in so far as it is able.
7. To honor the School's covenant with the Synod of the Sun (PCUSA) and to extend the concepts of this covenant to include other members of the Pan American community. (Refer to Covenant document.)
8. To share with each student the basic truths of freedom and democracy.

The School shall be guided by the following objectives, which are based on accepted learning theories:

1. A Presbyterian Pan American education shall result in a student who is compassionate and sensitive to the needs of others, who possesses an ever expanding awareness and appreciation of the uniqueness of all God's people, and has a wonder about the beauty and majesty of God's creation.
2. The student shall begin to develop his or her potential leadership skills.

3. The student shall be functionally bilingual, capable of effective communication (listening, speaking, reading, and writing) and able to think logically and creatively in two languages, one of which is English.
4. The student of Presbyterian Pan American shall be self-directed, able to think critically and to solve problems with perseverance and to deal with personal suffering without bitterness.
5. The Presbyterian Pan American student shall develop a command of basic mathematical skills and be able to use them with ease in daily living, and furthermore, be able to think and build abstractly.
6. Each student shall develop an understanding of the principles of democracy and economics and shall learn to appreciate and accept the rights, duties, and responsibilities inherent in citizenship as a Christian in society.
7. As a member of an international, Christian School community, the student shall develop an understanding of, and a respect and concern for, peoples of different cultural, linguistic, and religious heritages and shall learn a second language which complements these qualities.
8. The student shall develop an understanding of the Judaeo-Christian faith as interpreted by the Reformed Tradition (as set forth in the creeds and confessions found in the Book of Confessions of the Presbyterian Church U.S.A.), and shall develop on this foundation the beginning of a personal relationship with God.
9. The Presbyterian Pan American graduate will have developed a foundation of integrity, honesty, and as awareness of personal growth and shall honor excellence and the dignity of hard work. The Presbyterian Pan American graduate will have the courage to stand against injustice and prejudice, and be willing to stand against adversity when necessary.
10. The School shall prepare each student for work and service to one another, society, and God through active participation in the School's student vocational training program.
11. Presbyterian Pan American students will be able to accept leisure and relaxation, success, and failure, and will develop a healthy sense of humor. They will develop a lifestyle that will maintain a healthy body, growth in varied interests and abilities, and a willingness not only to lead but also to serve.
12. The spirit of Presbyterian Pan American is one in which people are encouraged to reach their full potential; they are given trust, freedom, and responsibility and are supported in creative endeavor, whether alone or in a group. Growth and leadership are fostered by encouraging self-discipline and initiative in accepting responsibility. Friendships arise naturally in all aspects of the School's program.
13. As an institution of the Synod of the Sun, PCUSA, Presbyterian Pan American School holds itself accountable for the above-stated mission to the Church, to students, parents, alumni and others. Presbyterian Pan American School shall thus provide an annual report

for its constituents with such details as to reveal the purpose, programs, process, and needs of the School, together with an assessment of student achievement and the School's progress and accomplishments.

### **COMMITMENT TO BUILDING A CHRISTIAN COMMUNITY:**

Presbyterian Pan American School is a Christian community. In addition to its commitment to academic excellence, it is committed unapologetically to presenting the lordship of Jesus Christ and a Biblical world view that helps students prepare for life with both a mental and spiritual foundation. As such, it expects all its members—students, faculty, and staff—to commit themselves to the following beliefs and objectives:

1. The School seeks to live as a family, enjoying a commitment to Jesus Christ and the worship of God always as its central act. Faculty and staff are committed to the individual spiritual well being of the student.
2. The Christian faith is basic to the School's curriculum. In keeping with the Reformed tradition, Presbyterian Pan American School holds the Bible, the word of God written, to be the only infallible rule of faith and practice.
3. The School subscribes to the belief that true science and true Biblical faith are never contradictory but complementary and that, therefore, free inquiry can never be detrimental to Christian education. Textbooks used at Presbyterian Pan American School are selected from the State of Texas approved fiats for public Schools when applicable.
4. Presbyterian Pan American School recognizes its particular mission, as a Christian School, to enable future leaders to have a personal dedication to Christ when returning to their communities and nations throughout the Americas whenever professional capacity they may ultimately choose.
5. The School believes that the only lasting bond among individuals, ethnic groups and nations is created by manifesting Christian love in all that it does as a community.

**THE SCHOOL – PRESBYTERIAN PAN AMERICAN SCHOOL  
KINGSVILLE, TEXAS**

**DEFINITION OF TERMS**

1. School Year—182 days
2. Accounting Year—June 1 to May 31
3. Calendar Year—January 1 to December 31
4. Employee—Anyone on the School’s payroll
5. Administrative Staff—President, Principal, Director of Development, Director of Student Life, Business Manager, Director of Admissions, Director of Ranch and Maintenance
6. Faculty—All teachers
7. Support Staff—All others not named above

**PRESBYTERIAN PAN AMERICAN SCHOOL  
PERSONNEL POLICIES AND PRACTICES**

**EMPLOYMENT**

**REQUIREMENTS FOR EMPLOYMENT**

Presbyterian Pan American School has established certain minimum requirements for every position of employment similar to all reputable institutions of secondary education. In addition to these requirements, the School’s primary recruiting standard is its Statement of Mission.

In selecting new faculty and staff, the President will hire only those candidates who can commit themselves to performance consistent with the beliefs and ideals set forth in the Mission Statement. Furthermore, candidates must demonstrate attitudes and experience peculiar to the requirements of a private, Christian boarding School, an ability to deal with the linguistic and make a cultural characteristics of the Presbyterian Pan American student body, and a willingness to make a long-term commitment.

## **EMPLOYMENT STATUS**

Employment with the School is terminable at will, meaning that the employment relationship can be terminated by either the employee or the School at any time, with or without notice and with or without cause. The at-will nature of an individual's employment with the School may not be modified except by a written document approved by the School's Board of Trustees and signed by the Chairman of the Board. Any express or implied agreements or assurances concerning the terms, conditions, or duration of an individual's employment with the School are not binding upon the School unless they are in writing, approved by the Board of Trustees, and signed by the Chairman of the Board.

## **EQUAL EMPLOYMENT OPPORTUNITY**

The School is committed to the principles of equal employment opportunity. All employment decisions, including, without limitation, decisions regarding recruitment, selection, hiring, compensation, benefits, training, advancement, discipline, discharge, and other terms, conditions, and privileges of employment, are based on individual qualifications, without regard to race, color, religion, national origin, sex (including pregnancy), age, disability, or any other status protected by law.

The School will make reasonable accommodations, including modification of School policies and procedures in appropriate cases, for qualified individuals with disabilities, if it can do so without undue hardship.

It is also the School's policy that any form of discrimination or harassment on the basis of race, color, religion, national origin, sex (including pregnancy), age, disability, or any other status protected by law, will not be tolerated in the workplace. "On the basis of sex" includes sexual harassment, which is specifically addressed in the School's policy on Sexual Harassment contained in this handbook.

## **SEXUAL HARASSMENT**

Sexual harassment is a form of illegal sex discrimination. The School will not tolerate any form of sexual harassment in the workplace.

Sexual harassment is defined as any unwelcome sexual advances, requests for sexual favors, or other conduct of a verbal or physical nature when:

1. submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment;
2. submission to or rejection of such conduct by an individual is used as the basis for an employment decision affecting that person; or
3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

For example, sexual harassment can include, among other things, unwelcome propositions, flirtations, and requests—whether expressed or implied—for sexual favors. It can also include other unwelcome verbal, visual, or physical conduct of a sexual nature, such as unnecessary touching of an individual, graphic or verbal commentaries about an individual's body, sexually degrading verbal abuse, a display in the workplace of sexually suggestive objects or pictures, sexually explicit or offensive jokes, and physical assault.

No supervisor or other employee shall threaten or insinuate that another employee's or applicant's refusal to submit to sexual advances will adversely affect any condition or privilege of that person's employment. Similarly, no employee shall promise, imply, or grant any preferential treatment to another employee or applicant in exchange for engaging in sexual conduct.

Any employee who feels that he or she is a victim of sexual harassment, including, but not limited to, any of the conduct listed above, by any supervisor, management official, other employee, customer, supplier, or any other person in connection with employment at the School, should bring the matter to the immediate attention of his or her supervisor. If that would prove to be uncomfortable (as, for example, if the supervisor is the alleged harasser), an employee should directly contact the Business Manager, or the President. Likewise, employees witnessing sexual harassment directed at other employees should immediately report any such incidents to their supervisor, the Business Manager, or the President.

Under no circumstances will an employee who in good faith reports alleged incidents of sexual harassment, or who cooperates in an investigation of any such report; be subjected to any form of reprisal or retaliation on account of his or her report or cooperation in such an investigation. Any employee who feels that he or she has been subjected to such reprisal or retaliation should report the reprisal or retaliation to his or her supervisor, department head, or the Business Manager.

All allegations of sexual harassment or retaliation will be taken seriously and will be promptly investigated as confidentially as possible. Appropriate corrective action will be taken if warranted. Any employee who, after an investigation, is determined to have engaged in any form of discrimination, harassment, or retaliation in violation of this policy will be subject to appropriate disciplinary action, up to and including discharge.

While the School is committed to preventing and punishing unlawful discrimination, harassment and retaliation, it also recognizes that false accusations of sexual harassment or retaliation may harm an innocent party who is falsely accused. Accordingly, any employee who, after an investigation, is found to have *knowingly* made a false accusation of sexual harassment or retaliation may be subject to appropriate disciplinary action. However, if an employee makes a report of what he or she in good faith believes to have be sexual harassment or retaliation, the employee will not be subjected to disciplinary action even if the employee turns out to have been mistaken.

## **CLASSIFICATION OF EMPLOYEES**

### Exempt

Employees whose positions fall into executive, administrative, professional, or certain other categories are classified as exempt from the federal law requiring the payment of overtime compensation. Exempt employees are paid a salary basis for all hours worked—whether more or fewer than forty during a workweek. The salaries of exempt employees are not subject to deductions except for absences of one or more days when the employee has exhausted his or her available paid leave or in other circumstances permitted by law.

### Non-Exempt

Employees whose positions do not fall into the categories discussed above are classified as non-exempt. Non-exempt employees are paid overtime compensation as described below.

### Regular, Full-Time

Employees who have successfully completed the orientation period and who normally work at least 35 hours per week are considered regular, full-time employees.

### Part-Time

Employees who normally work fewer than 35 hours per week are considered part-time employees.

## **PAYROLL**

For exempt employees, payroll checks shall be issued on the last working day of each month, or earlier in the event of a holiday or should the last working day fall on a Sunday. The paychecks will be disbursed by the Business Office. Nonexempt employees will be paid on the 15<sup>th</sup> day and last day of each month, or earlier in the event the payday falls on a holiday or a Sunday.

## **PAYROLL DEDUCTIONS**

### Mandatory Deductions

Income tax is deducted from employees' pay as required by federal law. The amount of the deduction is determined by the employee's pay and the number of exemptions claimed. Social Security and Medicare taxes are also deducted from pay in the amount determined by federal law. Additionally, court-ordered child support and Internal Revenue Service tax payments will be withheld from affected employees' pay.

## Optional Deductions

No other deductions will be made from employees' pay without their written authorization. With written authorization, employee-paid portions of group insurance premiums, such as dependent health and dental premiums will be deducted from employees' pay from time to time with their written authorization.

## **TIME REPORTING AND OVERTIME**

### Reporting

All non-exempt employees must accurately report the amount of time they work for the School. Strict compliance with the following requirements and procedures is a condition of employment with the School and failure to comply will result in disciplinary action up to and including discharge.

All non-exempt employees must accurately report all time worked on weekly time cards provided by the School. Such employees must turn in their cards to their supervisor no later than the first workday after the last day of the pay period. No employee is permitted to clock in or out for another employee. Deliberately falsifying a time card will be grounds for disciplinary action.

Non-exempt employees are prohibited from working for the School "off the clock"—that is working for the School but not reporting time worked. However, if an employee does work "off the clock," he or she must report the time worked to his or her supervisor. Working "off the clock" or failure to report all time worked will be grounds for disciplinary action. However, any employee who reports having worked "off the clock" will be paid for such time.

### Overtime

In accordance with federal law, only non-exempt employees are eligible to receive overtime pay. Overtime will be paid at the rate of one-and-one-half times a non-exempt employee's regular straight-time hourly rate of pay for every hour worked by such employee over forty hours in a workweek (as defined below).

Non-exempt employees who are paid a salary are compensated on a fluctuating workweek basis. These employees receive a salary covering all straight time hours worked in a workweek and will receive overtime compensation at the rate of one-half of that week's regular rate for hours worked over forty in that workweek.

Only hours actually worked during the workweek will be considered for purposes of determining whether overtime pay is due. Time paid but not worked, such as time charged to personal business allowance, vacation, *etc.*, will not be included in calculating the number of hours worked in a workweek for purposes of determining whether overtime is due.

Overtime shall be assigned only when an employee's supervisor determines that overtime is necessary to meet the School's operating needs. Employees should not work overtime unless

requested to do so by their supervisor. However, any employee who does in fact work overtime, whether approved by a supervisor or not, must report the amount of overtime he or she worked and such employee will be paid for such overtime.

Employees who work overtime without approval or who fail to report overtime worked, whether approved or not, may be subject to disciplinary action. Any employee who believes he or she cannot complete the requirements of his or her position without working overtime should discuss the situation with his or her supervisor.

### **EMPLOYEE OF RELATIVES**

The School has a policy that permits relatives to be employed by the School. However, it is recommended that relatives not be employed in the same department, and that one relative not supervise another.

### **FACULTY AND STAFF DISCIPLINE**

All employees are expected to perform their duties diligently and to conduct themselves professionally and courteously at all times. Failure to observe the expected standards of performance and behavior ad/or violations of policies will result in appropriate disciplinary action. What discipline is appropriate will depend upon the circumstances and may include such things as oral warning, written reprimand, suspension, probation, demotion, or discharge. Records of disciplinary action will be placed in an employee's personnel file.

Ordinarily, disciplinary action will be recommended by the employee's immediate supervisor and approved by the department head, Business Manager, or President. Although it is generally the policy of the School to warn and counsel employees prior to considering termination of employment, there may arise circumstances where the employee's conduct is such that immediate discharge is warranted. Employment with the School is at will and can be terminated by either the School or the employee at any time with or without notice and with or without cause.

When an employee's observed behavior, involvement in an on-the-job accident, commitment of an unsafe practice, or other circumstances raise reasonable suspicion that School policies have been or are being violated, the School may require, as a condition of continued employment, that the employee consent to the search of his or her person; clothing, personal effects, locker, lunch box, purse, bag, vehicle, and other property located on School property. The purpose of such a search is to determine whether School policies have been or are being violated. Before any employee is subjected to a search, the employee will be required to sign a consent form. An employee's refusal to consent to searches may result in disciplinary action up to and including discharge.

An employee who disagrees with any disciplinary action taken against him or her may utilize the grievance procedure contained in this handbook.

## **TERMINATION OF EMPLOYMENT**

### Resignation

Employees who resign from the School should give at least two weeks written notice. The letter of resignation should state fully the reason(s) for leaving and should be turned in to the employee's supervisor. Resigning employees will be given their final paychecks no later than the next regularly scheduled payday. All applicable mandatory and optional, authorized deductions will be made from the employee's last paycheck.

### Involuntary Termination of Employment

Employment with the School is at will and may be terminated by the School at any time with or without cause and with or without notice. Employees will be paid for all work performed through the effective date of the termination of their employment no later than the sixth day after they are discharged. All applicable mandatory and optional, authorized deductions will be made from the employee's last paycheck.

## **GRIEVANCE PROCEDURE**

It is natural that any time a group of people work and/or live together, problems and differences will arise. The School wishes to offer each staff member every possible means of airing any complaints or problems and assistance in correcting and solving them. It is the wish of the School administration to keep this procedure informal, for it is felt that the problems can be solved more easily and quickly in this type of atmosphere. However, because of the diverse nature of the staff, it is felt that certain guidelines should be set forth.

Supervisory staff members should establish and maintain such a relationship with the employees for whom they are responsible that any such problems or complaints arising should be openly discussed and should be solved as a matter of course.

Therefore, employees should discuss their complaints and problems with their immediate supervisor. If an employee does not have the matter resolved to his or her satisfaction or if an employee has no other supervisor, teaching staff member should then present their problems or complaints to the President. Support staff members should present their problems to the Director of Student Life, Director of Ranch and Maintenance, or the Business Manager accordingly.

An appointment should be made so as to allow ample time for all information to be presented and a full discussion to be held. The supervisor shall make a decision as soon as possible following the discussion as soon as possible following the discussion, depending on the complexity of the situation. If a decision is not rendered in three days, the employee may take his or her problem to the President.

If an employee is not satisfied with the decision or if the supervisor wishes additional counsel, the problem may be presented to the President of the School. He or she shall hear all

information the parties wish to present and shall render a decision, which is final, within 48 hours.

### **EMPLOYEE ASSIGNMENTS**

The basic assignment of each employee shall be specified in the Personnel Job Description. If the School administration wishes to alter the assignment of any employee, specific details will be worked out between the appropriate administrative officials and the employee involved.

If an employee desires a transfer or alteration in assignment, he or she shall submit a request to the President of the School. The President or designate shall discuss fully the merits of such a request with the employee and shall determine the alteration in assignment.

### **YEARLY EVALUATIONS**

Performance and salary will be evaluated yearly.

### **ADDITIONAL REGULATIONS OF DUTIES**

The President or the Board of Trustees will from time to time establish regulations and require certain duties, which are necessary for the proper functioning of the School.

All persons employed on a calendar year basis are expected to be on duty the hours assigned all 52 weeks of the year except for earned vacation or holidays.

### **ALCOHOLIC BEVERAGES, DRUGS AND TOBACCO**

As a part of the total commitment of Presbyterian Pan American School each employee assists in the development and shaping of the student's character, attitudes and ideas. Employees can be most effective when they set the example. All employees will keep to minimum their use of alcoholic beverages and tobacco, and in any event, confine it to their private lives away from students.

Employees are not permitted to drink or be under the influence of alcoholic beverages in the presence of any student. Violation of this policy or any indiscriminate use of alcoholic beverages may be cause for immediate dismissal from employment at Presbyterian Pan American School.

Smoking shall not be permitted in the School or classroom areas. Smoking shall not be permitted in the dormitories.

The illegal possession and/or use of any controlled substance by employees will not be permitted under any circumstances. Any employee violating this policy shall be immediately terminated from employment with Presbyterian Pan American School without recourse.

## **SAFETY**

The School's employees and students are its most valuable asset. To ensure the safety of all our employees and students, we make every reasonable effort to provide a safe, healthy, and accident-free environment. As a condition of employment, each employee must (1) obey all safety rules, (2) immediately report any unsafe conditions to the employee's supervisor or, if unavailable, other management representative, (3) immediately report any injury to the employee's supervisor or, if unavailable, other management representative, and (4) exercise appropriate care in carrying out his or her assignments.

## **EMPLOYEE RECORDS**

The School maintains records of all employees of the School. These records include all information pertinent to the individual's employment and history of work at the School. The Administrative Assistant to the President is responsible for the maintenance of these records and the filing of current information.

All information contained in the employee records is confidential, and the records are under the overall supervision of the President of the School. Only the President, the Business Manager, Assistant Business Manager, and the Administrative Assistant to the President may have direct access to these files. An employee may request to see his own file at any time.

In order to assist in keeping the records current, it is important that each staff member notify the Business Manager immediately concerning all changes of status, such as change of name, address, telephone number, marital status, number of dependents, driver's license, etc.

## **FACULTY EMPLOYMENT**

By March 31, the School shall make known its intent whether to reemploy faculty members for the following year. Any employee who does not intend to accept reemployment for the following year shall inform the President as soon as such intent is known and, in any event, no later than March 31.

All faculty members who are offered reemployment for the following year shall be notified by April 15. If any faculty member wishes to discuss any aspect of his or her employment relationship with the President of the School, he or she may request a meeting for such purpose prior to April 30.

## **GENERAL GUIDELINES FOR TEACHER EMPLOYMENT**

Full-Time, 10 months – (5 classes). The teacher shall:

1. Assist once per term with Saturday night activities.
2. Serve as a sponsor to weekday activity or class when called on.
3. Attend all inservice, committee, and faculty meetings and retreats.
4. Attend all parent-teacher meetings.
5. Maintain three (3) periods per week for student-teacher conference hours.

Part-Time, 10 months—(2-4 classes, no department or other responsibilities). The teacher shall:

1. Attend all inservice, committee, and faculty meetings and retreats.
2. Attend all parent-teacher meetings.
3. Maintain three (3) periods per week for student-teacher conference hours.

Part-Time, 10 months – (1 class, no other responsibility).

Full-Time, 11 months – The teacher shall:

1. Have same duties as full time, 10 months.
2. Assist with Summer School Program (six weeks).
3. Serve one (1) night per week on night duty or study hall duty.
4. Assist the administration every fourth weekend during the School year with weekend duty.

Part-Time, 11 months – The teacher shall:

Have the same duties as part-time, 10 months, plus summer school.

**SUBSTITUTE TEACHERS:**

A substitute teacher will be paid on a “per-class” basis.

## **ANNUAL PERFORMANCE REVIEW**

Every employee shall have an annual performance review with the participation of the employee and his or her immediate supervisor. The President is responsible for recommending to the Board of Trustees all salary increases or changes. Salary levels shall be maintained in a manner that results in their being consistent internally, responsive to changes in the cost of living, and in keeping with the School's compensation standards. Salary scales for non-exempt staff shall be in keeping with the provisions of federal laws covering minimum wages.

The President or his or her designee shall conduct an annual compensation review with each member of the staff at a time other than at the performance review and prior to the development of the annual budget. Individual salaries shall be recommended to the Board of Trustees.

## **FACULTY SALARY POLICY**

It is not the policy of this School nor of this administration to publish a salary schedule such as is done by the public Schools.

The President of the School engages individuals on a personal basis for services rendered and salary figures are considered as confidential information. A published salary schedule would tend to reduce, if not eliminate altogether, this confidentiality.

Teacher Salary is determined after taking into consideration the following:

1. Teacher's workload, *i.e.*, number of units taught, number of course preparations, extracurricular activities;
2. Housing requirements;
3. Period of employment, *i.e.*, number of months in service on annual basis;
4. Teacher's experience and training, *i.e.*, years of teaching experience, academic credentials;
5. Teacher's performance, presently based on an informal evaluation;
6. Teacher's value and contribution to the School; and
7. Local teacher salary schedules as published by Kingsville I.S.D. and Ricardo I.S.D.

Other factors of great importance that also must be considered are:

1. The length of the School calendar, including inservice and pre-and-post-School attendance;
2. Teacher involvement after hours;
3. Cost of tuition;
4. Enrollment; and
5. Outside giving to the School.

## **BENEFITS**

Effective January 1, 1999 without exception paid Time-Off benefits for non-teaching full-time employees include: paid vacation, sick leave, personal days, and holidays. These benefits begin to accrue from the date of employment but may be used only after six months on continuous service at PPAS. Employees are entitled to these benefits in proportion to the length of employment. Paid Time-Off benefits will be accrued according to the following schedules:

### **PAID VACATIONS**

Every effort will be made to schedule vacations according to the wishes of the employees. However, the needs of the School shall be the primary concern in the final scheduling. The total program of the School requires that support staff supervise students at any time they are on campus. These responsibilities shall be assigned as far in advance as possible to enable staff members to make plans. It is also required that all administrative and support staff members be at the school two weeks prior to the commencement of class in the fall and two weeks following dismissal of classes in the summer.

<b>Years Employed</b>	<b>Monthly Accrual</b>	<b>Annual Maximum</b>	<b>Maximum Total Accrual*</b>
Up to 5 years	1 day	10 days	15 days
5 to 10 years	1 ½ days	15 days	22 ½ days
Over 10 years	2 days	20 days	30 days

\*Earned vacation may be carried over into the next year provided it does not exceed one and a half times the annual maximum. Once the maximum total accrual has been reached, employees will cease to accrue further vacation time. Employees are thus encouraged to take time for rest and relaxation. However, they may not take money in lieu of time off, except when employment is terminated (for any reason) and then an amount not to exceed the annual maximum.

Vacation schedules must be approved by the President of the School or by his or her designee. Requests for vacation dates must be forwarded to personnel supervisors at least six weeks prior to the departure date. Vacation time may be scheduled at the convenience of the eligible employee, provided the time is approved by the supervisor who is responsible for the efficient operation of the department.

### **HOLIDAYS/EXTENDED HOLIDAYS**

(religious and national celebrations: campus offices closed):

Christmas plus Christmas Eve and Day after Christmas  
 Thanksgiving plus the Friday after Thanksgiving  
 Good Friday and Easter Monday  
 New Year's Day and Fourth of July

\*These paid days off may not be accrued, though employees required to work a holiday or extended holiday will be granted a compensatory day off by the supervisor.

There are normally three periods during the School year considered to be holidays for which classes are dismissed and students and faculty members may leave the campus. These periods are Thanksgiving recess, the Christmas/New Year's recess and Easter/Spring vacation recess. The actual dates of each holiday period and the details of class scheduling and dismissal shall be worked out and announced at the beginning of each School year.

### **SICK LEAVE**

If an employee becomes ill or incapacitated, he or she should notify the appropriate supervisor as soon as possible so he or she can arrange for a substitute. Presbyterian Pan American is a small School and any absence will be felt sorely. Often the School employees will have to cover for one another's assignments. Thus, any abuse of this policy hurts everyone. The School's philosophy is this: If an employee becomes sick or injured, then he or she should stay home to get well or to protect others from becoming sick. But as soon as he or she is able and fully recovered, he or she is needed and expected back at work.

<b>Years Employed</b>	<b>Monthly Accrual</b>	<b>Annual Maximum</b>	<b>Maximum Total Accrual*</b>
Up to 5 years	½ day	5 days	none
5 to 10 years	1 days	10 days	none
Over 10 years	1½ days	15 days	none

\*When a medical condition persists beyond the accrued sick leave, the supervisor will obtain from the employee certification from the attending physician in order to determine what, if any, further leave may be granted. Employees may neither carry sick leave over into the next year nor claim pay for sick leave when employment is terminated (for any reason).

## **PERSONAL LEAVE**

**PERSONAL LEAVE** (emergency leave for reasons other than sickness):  
One personal day up to five years of employment; two personal days after five years.

\*These paid days off may not be accrued or carried over into the next year; no payment for such benefit day will be made when employment is terminated (for any reason).

## **RETIREMENT**

The School participates in retirement plans which provide retirement benefits to eligible employees. If you have any questions as to the plan for which you are eligible, contact the Business Manager. For details on any specific plan, employees should review the applicable plan documents.

## **LEAVES OF ABSENCE**

### **COURT LEAVE (JURY DUTY, APPEARANCE AS WITNESS, ETC.)**

Any employee summoned to serve a juror or subpoena and, to the extent possible, keep in touch with his or her supervisor during the time the employee is serving as a juror or appearing as a witness. If, on any given day, an employee is released from jury summons or subpoena and two or more hours remain in a workday, the employee must return to work.

Any employee intending to return to the School following jury service or appearance as a subpoena witness pursuant to a subpoena will be permitted to return to the same employment he or she held when summoned or subpoenaed unless circumstances have changed while the employee was serving so that reemployment is impossible or unreasonable.

An employee intending to return to the School following jury service or appearance as subpoenaed witness must, as soon as practical after release from jury service or subpoena, give the School actual notice that the employee intends to return and must provide the School with documentation from the court or other tribunal concerning the actual dates and times of such employee's service or appearance.

### **SHORT TERM DISABILITY LEAVE**

Any employee who is temporarily disabled due to illness or other condition, including disability due to pregnancy, childbirth, and related medical conditions will be permitted a leave of absence during the period of temporary disability. Short-term disability leave under this policy normally will be limited to a maximum of 3 months; however, the President may, in his or her sole discretion, allow a longer period. The employee may use any available sick leave or vacation during the leave. Once all paid leave has been exhausted, the employee will be on leave

without pay for the remainder of the period. Employees on unpaid leave do not accrue vacation or sick leave and are not eligible for holiday pay for any holidays occurring during the leave.

Employees who know in advance that they will experience a period of temporary disability should provide the School with as much advance notice as possible of the expected beginning and duration of the period of temporary disability. During the period of temporary disability, the employee should keep the School advised of the employee's condition and anticipated date of return.

Following any absence due to a temporarily disabling illness or condition, the School will make a reasonable effort to return the employee to his or her former position if that position is available or if it is not available, to another position within The School for which the employee is qualified. There is however, no guarantee that any position will be available.

The School may require any employee returning from a leave of absence under this policy to submit a statement from the employee's physician. Employees who fail to return to work upon the expiration of short-term disability leave, or to arrange for an extension of such leave prior to the date they are expected to return, will be considered to have abandoned the job and voluntarily terminated employment.

### **EXTENDED LEAVE OF ABSENCE**

There may be unusual circumstances in which leaves of absence may be considered and granted for reasons other than these described above. Any employee who feels the need for a leave of absence must make his or her request to the President of the School, setting forth the length of the leave desired and the reasons thereof. The President shall evaluate such request on its own merits and make a decision in a manner consistent with good employee relations and efficient operation of the School. Upon an employee's return from a leave of absence under this policy, the School will make a reasonable effort to return the employee to his or her former position if available, or if the employee's former position is not available, to another position within the School for which the employee is qualified; however, there is no guarantee that any position will be available.

### **MILITARY LEAVE**

An employee's eligibility for leave for military service and reemployment afterwards are governed by state and federal law. Questions regarding military leave should be directed to the Business Manager.

### **FUNERAL LEAVE**

If an employee should suffer a death in his immediate family, he or she shall be granted three days leave to make arrangements for and attend the funeral. Up to two additional days with pay may be granted, because of excessive travel, if requested by the employee.

For the above purpose, the immediate family shall include spouse, parent, child, brother, sister, father-in-law, mother-in-law, grandparent, and any relative living permanently in the household of the employee. Special consideration for extended family responsibilities may be requested from the President.

## **OTHER EMPLOYEE BENEFITS**

### **INSURANCE**

Participation in a basic group health, life, dental, and disability insurance plans if offered to employees. Details regarding insurance coverage are outlined in the Summary Plan Description for each plan, which can be obtained from the Business Manager.

### **CONTINUATION COVERAGE UNDER COBRA**

Pursuant to the Consolidated Omnibus Budget Reconciliation Act (“COBRA”), continuation health coverage is available to employees and certain members of their families upon certain qualifying events. Details regarding continuation coverage under COBRA can be obtained from the Business Manager.

### **WORKER’S COMPENSATION**

The School is a subscriber under the Texas Worker’s Compensation Act. Employees who are injured or become ill as a result of a work-related accident or incident must report the accident or incident to their supervisor as soon as possible. Such employees may be eligible for benefits under the Texas Worker’s Compensation Act.

### **CAMPUS RESIDENT’S HOUSING ALLOWANCE**

The housing contribution by the School for employees required to live on campus will be based on the reasonable rental market value.

### **TUITION REMISSION FOR CHILDREN OF STAFF OR FACULTY MEMBERS**

A full-time employee’s child, on reaching the 9<sup>th</sup> grade, is invited to apply for admission to Presbyterian Pan American School. If he or she qualifies for admission, he or she is eligible for tuition remission as follows:

A resident employee’s child may choose to live at home with his parents. He or she must, however, participate fully in the vocational training program (6 hours per week), and regularly attend all noon meals (except weekends) and all other scheduled School activities during each week except breakfast and dinner. He or she may also choose to live in the dormitories on the same basis as the other students.

A non-resident employee’s child is also eligible for tuition remission as a day student.

**EMPLOYEE ACKNOWLEDGEMENT**

I have received a copy of and have read the foregoing Presbyterian Pan American School (“PPAS”) Faculty and Staff Handbook and am familiar with its terms. I understand that it is not a binding contract, but a source of information and a set of guidelines for implementation of personnel policies. I understand that PPAS can unilaterally rescind, modify, or make exceptions to any of these policies, or adopt new policies, at any time. I also understand that the provisions of this Handbook will control over any contrary statements, representations or assurances made by any supervisory personnel except the President.

I also understand that, notwithstanding any of the provisions of this Handbook, I am employed on an at-will basis. Accordingly, my employment may be terminated at any time, by me or by PPAS, with or without notice and with or without cause. I further understand that the at-will nature of my employment with PPAS may not be modified except by a written document approved by the School’s Board of Trustees and signed by the Chairman of the Board, who I understand is the only individual with authority to make such modifications on behalf of PPAS, and that any agreements or assurances concerning the terms, conditions or duration of my employment are not binding upon the School unless they are in writing, approved by the Board of Trustees, and signed by the Chairman of the Board.

\_\_\_\_\_  
EMPLOYEE’S SIGNATURE

\_\_\_\_\_  
DATE

Please sign this page and return it to the Business Manager immediately. A copy of this acknowledgment will be retained in your personnel file.

*Employee's Copy*

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