

2025-2026 HUMAN RESOURCES POLICIES

Board Approval

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INTRODUCTION

The Human Resources Model Policy will provide a summary of statutes and regulations that apply to the human resources and labor relations functions of charter schools as employers, as well as specific model board policies designed to comply with these legal requirements and best practices.

These are suggested policies to address the requirements from state and federal law and State Board of Education Rules applicable to charter schools in South Carolina. Prior to adoption of model policies by a charter school board of a charter school, each policy should be customized by adding the school's name and by tailoring the language, where appropriate, to fit the school's specific needs. Public Charter School Alliance of South Carolina (PCSASC) recommends that the Board of a charter school consult with the school's legal counsel in connection with adopting and implementing the policies contained within this manual.

PCSASC plans to update the Model Board Policies for Charter Schools on an annual basis to reflect changes in applicable laws and regulations.

Scope of Service & Copyright Notice

This policy module prepared by the PCSASC is designed and intended as a resource of information for charter schools and is not to be construed as legal advice. It is a recommended practice for schools to obtain the advice of its legal counsel to ensure compliance with all applicable legal requirements.

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The Policy Manual was updated to reflect changes in State HR Laws for Public School Educators in order for Charter Schools to remain competitive in the job market. These changes include updates to the Unencumbered Break Policy, Ethical Policies, and the addition Paid Family Leave policies. As always, please work with your Board's attorney to implement changes to your policies, as your individual situation may require amendment to the model policies listed below.

This Sample Policy Manual is current through 12/14/2023.

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For information, address:
Public Charter School Alliance of South Carolina
P.O. Box 80444, Charleston, South Carolina 29416

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I. Employment Law and Labor Relations

Summary of Statutory Requirements

Charter schools are employers, and as such, are obligated to comply with overarching labor laws, including those related to civil rights, workplace safety, and a host of other areas. In addition, schools must comply with specific education laws and regulations which pertain to teacher qualifications, most notably Every Student Succeeds Act (ESSA). Schools must also comply with state and local laws and regulations governing education, including the South Carolina Charter Schools Act of 1996, S.C. Code Ann. 59-40-10 et seq., as well as any other statutes and regulations regarding health and safety in the workplace, fingerprinting, and criminal background checks etc. The following is a summary of the major federal and state employment laws and regulations.

1. WAGE AND HOUR – FAIR LABOR STANDARDS ACT (FLSA)

The FLSA establishes minimum wage, overtime pay, recordkeeping, and youth employment standards affecting full-time and part-time workers in the private sector and in federal, state, and local governments. The FLSA designates employees as either exempt or nonexempt from federal and state wage and hour laws. In accordance with the Department of Labor, most executive, administrative, and professional employees (including teachers and academic personnel in elementary and secondary schools) are considered exempt, meaning that they are exempt from both minimum wage and overtime pay provisions. Because exemptions are generally narrowly defined under the FLSA, schools should carefully check the exact terms and conditions for each category of employee. See http://www.dol.gov/whd/regs/compliance/hrg.htm#8.

The FLSA requires employers to pay nonexempt employees a minimum wage of not less than $7.25 per hour effective July 24, 2009. The minimum wage limitations periodically change and should be monitored to ensure compliance (http://www.dol.gov).

The Wage and Hour Division of the U.S. Department of Labor administers and enforces the FLSA. Because the Federal law is more stringent than the South Carolina law, an employer who is in compliance with federal law also complies with South Carolina law.

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Poster Requirements
Every employer must post, and keep posted, a notice explaining the Act in a conspicuous place. Although there is no size requirement for the poster, employees must be able to readily read it.

For more information and resources including the Department of Labor workplace poster, see http://www.dol.gov/compliance/topics/posters.htm

2. PAYMENT OF WAGES

South Carolina's wage payment provisions apply to all employers except those that employ fewer than 5 employees at all times during the preceding 12 months and those who employ domestic labor in private homes. Employers must notify each employee in writing at the time of hiring of all of the following: (a) the normal hours and wages agreed upon, (b) the time and place of payment, and (c) the deductions that will be made from the wages, including payments to insurance programs. The written notification can be given individually or by a posted notice. Any changes in these terms must be made in writing, and the changes cannot become effective until at least 7 calendar days after the written notice is given.

Employees must receive an itemized wage statement for each pay period that shows the employee's gross pay and the deductions made. All wages must be paid either by cash, negotiable warrant, check dated on the payday, or direct deposit. If wages are paid by direct deposit, the employee must be furnished a statement of earnings and withholdings.

Employees must be paid at the time and place designated in the written notice. No wages can be withheld or diverted by the employer unless the employer is required or permitted to do so by state or federal law, or the employer has given written notice to the employee of the amount and terms of the deduction.

Upon discharge, an employee is entitled to be paid all wages due within 48 hours or by the next regular payday, which may not exceed 30 days.

3. FAMILY AND MEDICAL LEAVE ACT (FMLA)

The Family and Medical Leave Act of 1993 (FMLA) is a complicated federal statute, and this manual will only highlight the main points of the law. Schools are encouraged to consult an attorney regarding their FMLA policies and procedures.
The FMLA provides a means for employees to balance their work and family responsibilities by taking unpaid leave for certain family and medical reasons

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if the employer is covered under the FMLA. Generally, an employer is covered under the FMLA if, as of the date an employee gives notice of the need for leave, the employer maintained 50 or more employees on the payroll during 20 or more calendar workweeks (not necessarily consecutive workweeks) in either the current or preceding year. However, public, and private elementary and secondary schools are covered employers under FMLA without regard to the number of employees employed. But special rules apply to school employees.

Generally, the FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. To be an eligible employee, an employee must have worked for the employer for at least 12 months; the employee must have worked at least 1,250 hours in the last 12 months; and the employee must work at a worksite where the employer employs at least 50 employees within 75 miles.

Eligible employees may take leave for the following reasons:

(1) To care for the employee's child after birth or placement for adoption or foster care of a child with the employee (leave taken for this reason must be completed within the 12-month period beginning on the date of birth or placement);

(2) To care for an immediate family member (spouse, child, parent) who has a **serious health condition** (does not include the employee's in-laws);

(3) To care for the employee's own **serious health condition** (including any period of incapacity due to pregnancy, prenatal care, or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and

(4) Due to any **qualifying exigency** arising out of the fact that an employee's spouse, son, daughter, or parent is a covered military member on active duty or has been notified of an impending call or order to active-duty status in the National Guard or Reserves in support of contingency operation.

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 health care 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.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, and attending counseling sessions.

In addition, eligible employees may take up to 26 weeks of unpaid leave to care for an ill or injured service member.

When spouses are employed by the same employer, there are limits on the amount of FMLA leave they can take to care for a covered servicemember with a serious injury or illness and for the birth and care of a newborn child, for

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placement of a child for adoption or foster care, or to care for a parent who has a serious health condition.

FMLA leave is usually taken for a period of consecutive days, weeks, or months. However, employees may take FMLA leave intermittently (in separate blocks of time) or on a reduced leave schedule (reducing the usual number of hours the employee works each workday) when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember. Employees will receive their current rate of pay for hours worked.

During an approved FMLA leave, the employee's group health insurance coverage will be maintained under the same terms and conditions during the leave as if the employee had not taken leave. However, the employee must continue to pay the employee's portion, if any, of the group health plan premiums or the employee's benefits may be cancelled.

At the end of approved FMLA leave, subject to some exceptions where job restoration of "key employees" will cause the employer substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits, and other employment terms. Employees must be notified if they qualify as "key employees" if there is an intention to deny reinstatement and of their rights in such instances. "Key employees" are salaried employees that are within the highest paid ten percent of the workforce within 75 miles of the employee's worksite. The "key employee" exception only effects the employee's ability to be reinstated to his or her position, but does not affect the employee's ability to take leave under the FMLA. No more than ten percent of the workforce may be designated as "key employees."

Paid Parental Leave

On June 26, 2023, a law to allow paid parental leave for the parent of a biological or adoptive child went into effect for teachers across the state of South Carolina. The paid leave totals six (6) weeks and must run concurrently with FMLA leave. This leave is not to be considered sick or annual leave, and the employee does not have to exhaust those types of leave in order for the Paid Parental Leave to be taken.

During the Paid Parental Leave, annual and sick leave shall continue to accrue at their regular rate. It is recommended that charter schools implement this form of leave in order to remain competitive for educators in the job marketplace.

Medical Certification

The employer has the right to request medical certification from the employee's health care provider supporting the need for the leave. If there is a reason to doubt the employee's medical certification, the employee may be required to obtain a second medical opinion at the employer's cost. If the opinions of the first and second health care providers differ, the employer may, at its expense, require employees to obtain a third, final and binding

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certification from a health care provider designated or approved jointly by the employer and the employee.
Depending upon the circumstances and the duration of FMLA leave, employees may be required to provide recertification of medical conditions giving rise to the need for leave.
Return to Work/Fitness for Duty Medical Certifications
Employers may require employees who were on FMLA leave due to their own serious health condition to provide a return-to-work certification from their health care provider
The FMLA makes it unlawful for employers to: (1) interfere with, restrain, or deny the exercise of any right provided under the FMLA; or (2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any preceding under or related to the FMLA. Employees who believe their rights under the FMLA have been violated may file a complaint with the Department of Labor or directly in federal or state court.

The FMLA does not affect any federal, state, or local law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights. For more information, contact http://www.dol.gov/.

See Appendix A for a sample FMLA policy.

Poster
All covered employers are required to display and keep on display a poster prepared by the Department of Labor summarizing the major provisions of the FMLA and telling employees how to file a complaint. The poster must be displayed in a conspicuous place where employees and applicants for employment can see it. Although there is no particular size requirement, the poster and all the text must be large enough to be easily read.
https://www.dol.gov/whd/regs/compliance/posters/fmla.htm

4. EQUAL EMPLOYMENT AND PROHIBITION AGAINST

The Federal and state laws prohibiting job discrimination are:

- Title VII of the Civil Rights Act of 1964 (Title VII) and S.C. law prohibit employment discrimination based on race, color, religion, sex, or national origin;
- The Equal Pay Act of 1963 (EPA)prohibits sex-based discrimination in pay on jobs that require equal skill, effort, and responsibility and that are performed under similar working conditions;

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- The Age Discrimination in Employment Act of 1967 (ADEA) and S.C. law prohibit discrimination on the basis of age against individuals who are 40 years of age or older;

- Title I and Title V of the Americans with Disabilities Act of 1990 (ADA) and S.C. law prohibit employment discrimination against qualified individuals with disabilities;

- The Civil Rights Act of 1991, which, among other things, provides monetary damages in cases of intentional employment discrimination.

The U.S. Equal Employment Opportunity Commission (EEOC) enforces all of these federal laws prohibiting discrimination and the S.C. Human Affairs Commission enforces the state anti-discrimination laws. EEOC also provides oversight and coordination of all federal equal employment opportunity regulations, practices, and policies.
SPECIFICALLY, under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and the Age Discrimination in Employment Act (ADEA), and under S.C. law, it is illegal to discriminate in any aspect of employment, including:

- hiring and firing;
- compensation, assignment, or classification of employees;
- transfer, promotion, layoff, or recall;
- job advertisements;
- recruitment;
- testing;
- use of company facilities;
- training and apprenticeship programs;
- fringe benefits;
- pay, retirement plans, and disability leave; or
- other terms and conditions of employment.

Discriminatory practices under these laws also include:

- retaliation against an individual for filing a charge of discrimination, participating in an investigation, or opposing discriminatory practices;

- employment decisions based on stereotypes or assumptions about the abilities, traits, or performance of individuals of a certain sex, race, age, religion, or ethnic group, or individuals with disabilities; and

- denying employment opportunities to a person because of marriage to, or association with, an individual of a particular race, religion, national origin, or an individual with a disability. Title VII also prohibits discrimination because of participation in schools or places of worship associated with a particular racial, ethnic, or religious group.

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The provisions of S.C. law that prohibit discrimination apply to employers with 15 or more employees. Title VII and the ADA similarly apply to employers with 15 or more employees, and the ADEA generally applies only to employers with 20 or more employees.

The Civil Rights Act of 1866, 42 U.S.C. Section 1981 prohibits discrimination against employees based upon their race and applies to all employers regardless of whether or not that have 15 employees. Race is defined broadly to mean identifiable classes of persons based upon their ancestry or ethnic characteristics. The law prohibits employers from retaliating against their employees for asserting their rights to be free of discrimination.

Title VII's broad prohibitions against sex discrimination specifically cover:

- Sexual Harassment - This includes practices ranging from direct requests for sexual favors to workplace conditions that create a hostile environment for persons of either gender, including same sex harassment. (The "hostile environment" standard also applies to harassment on the bases of race, color, national origin, religion, age, and disability.)
- Pregnancy Based Discrimination - Pregnancy, childbirth, and related medical conditions must be treated in the same way as other temporary illnesses or conditions.

a. Age:

The ADEA's broad ban against age discrimination specifically prohibits:

- Statements or specifications in job notices or advertisements of age preference and limitations. An age limit may only be specified in the rare circumstance where age has been proven to be a *bona fide* occupational qualification (BFOQ). In order to establish that age is a BFOQ, an employer must prove that the age limitation is necessary to the success of the business and that a definable group or class of employees would be unable to perform the job safely and effectively. An example would be a mandatory retirement age for bus drivers or airplane pilots for safety reasons. The Equal Employment Opportunity Commission ("EEOC") and federal courts interpret the BFOQ exception very narrowly and schools should consult legal counsel prior to including a BFOQ in a job description or advertisement;
- Discrimination on the basis of age by apprenticeship programs, including joint labor-management apprenticeship programs; and

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- Denial of benefits to older employees. An employer may reduce benefits based on age only if the cost of providing the reduced benefits to older workers is the same as the cost of providing benefits to younger workers.

b. Disability:

Individual with a Disability
An individual with a disability under the ADA is a person who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment. Major life activities are activities that an average person can perform with little or no difficulty such as walking, breathing, seeing, hearing, speaking, learning, and working.

Qualified Individual with a Disability
A qualified employee or applicant with a disability is someone who satisfies skill, experience, education, and other job-related requirements of the position held or desired, and who, with or without reasonable accommodation, can perform the essential functions of that position.

Reasonable Accommodation
Reasonable accommodation may include, but is not limited to, making existing facilities used by employees readily accessible to and usable by persons with disabilities; job restructuring; modification of work schedules; providing additional unpaid leave; reassignment to a vacant position; acquiring or modifying equipment or devices; adjusting or modifying examinations, training materials, or policies; and providing qualified readers or interpreters. Reasonable accommodation may be necessary to apply for a job, to perform job functions, or to enjoy the benefits and privileges of employment that are enjoyed by people without disabilities. An employer is not required to lower production standards to make an accommodation. An employer generally is not obligated to provide personal use items such as eyeglasses or hearing aids.

Undue Hardship
An employer is required to make a reasonable accommodation to a qualified individual with a disability unless doing so would impose an undue hardship on the operation of the employer's business. Undue hardship means an action that requires significant difficulty or expense when considered in relation to factors such as a business' size, financial resources, and the nature and structure of its operation.

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Prohibited Inquiries and Examinations
Before making an offer of employment, applicants may be asked about their ability to perform job functions, but an employer may not ask job applicants about the existence, nature, or severity of a disability. A job offer may be conditioned on the results of a medical examination, but only if the examination is required for all entering employees in the same job category. Medical examinations of employees must be job-related and consistent with business necessity.

Drug and Alcohol Use
Employees and applicants currently engaging in the illegal use of drugs are not protected by the ADA when an employer acts on the basis of such use. Tests for illegal use of drugs are not considered medical examinations and, therefore, are not subject to the ADA's restrictions on medical examinations. Employers may hold individuals who are illegally using drugs and individuals with alcoholism to the same standards of performance as other employees.

c. Equal Pay:

The Equal Pay Act (EPA) prohibits discrimination on the basis of sex in the payment of wages or benefits, where men and women perform work of similar skill, effort, and responsibility for the same employer under similar working conditions.
Note that:

- Employers may not reduce wages of either sex to equalize pay between men and women.
- A violation of the EPA may occur where a different wage was/is paid to a person who worked in the same job before or after an employee of the opposite sex.
- A violation may also occur where a labor union causes the employer to violate the law.

d. Pregnancy:

The Pregnancy Discrimination Act prohibits discrimination because of or on the basis of pregnancy, childbirth, or related medical conditions. Women affected by pregnancy, childbirth or related medical conditions shall be treated the same for all employment-related purposes, including receipt of benefits, as other persons not so affected but similar in their ability or inability to work.

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e. Race, Color, Religion, Sex or National Origin:

Title VII and S.C. law prohibit discrimination (any adverse employment action) by employers of 15 or more employees on the basis of race, color, religion, sex (including pregnancy) or national origin (the country where a person was born). Discrimination based upon national origin does not include discrimination based solely on a person's citizenship. In order to be actionable, the employment decision must have been materially adverse to the employee, which generally means a loss of compensation, career prospects or a humiliating change in work conditions.

h. Sexual Orientation and Gender Identity:

The U.S. Supreme Court has held that discrimination against employees based on their sexual orientation and/or gender identity is prohibited because it is discrimination on the basis of sex.

i. Sexual Harassment

Sexual harassment is a form of sex discrimination Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment.
Sexual harassment can occur in a variety of circumstances, including but not limited to the following:

- The victim as well as the harasser may be a woman or a man. The victim does not have to be of the opposite sex.
- The harasser can be the victim's supervisor, an agent of the employer, a supervisor in another area, a co-worker, or a non-employee.
- The victim does not have to be the person harassed but could be anyone affected by the offensive conduct.
- Unlawful sexual harassment may occur without economic injury to or discharge of the victim.
- The harasser's conduct must be unwelcome.

Grievance Procedures
Employers should clearly communicate to employees that harassment or discriminatory practices will not be tolerated in the workplace via a thorough training program, an established complaint and grievance process and taking

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immediate and appropriate action when an employee complains (action may include, but is not limited to, training, counseling, warning, suspension, or immediate dismissal). It should also be clearly communicated to employees that is unlawful for the employer to undertake retaliatory actions because the employee has filed a complaint alleging harassment or discriminatory practices in the workplace.

An employer should provide every employee with a copy of the policy and complaint procedure and redistribute it periodically. The policy and complaint procedure should be written in a way that will be understood by all employees in the employer's workforce. Other measures to ensure effective dissemination of the policy and complaint procedure include posting them in central locations and incorporating them into employee handbooks. The employer should provide training to all employees to ensure that they understand their rights and responsibilities.

An anti-harassment policy and complaint procedure should contain, at a minimum, the following elements:

- A clear explanation of prohibited conduct;
- Assurance that employees who make complaints of harassment or provide information related
- To such complaints will be protected against retaliation;
- A clearly described complaint process that provides accessible avenues of complaint;
- Assurance that the employer will protect the confidentiality of harassment complaints to the extent possible;
- A complaint process that provides a prompt, thorough, and impartial investigation; and
- Assurance immediate and appropriate corrective action will be taken if it has been determined that harassment has occurred.

See Appendix Y for sample complaint and grievance policy.
It is also unlawful to retaliate against an individual for opposing employment practices that discriminate based on sex or for filing a discrimination charge, testifying, or participating in any way in an investigation, proceeding, or litigation under Title VII.

5. BANKRUPTCY

Federal law generally prohibits discrimination in employment against someone who has filed for bankruptcy protection.

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6. CHILD LABOR

Generally, no one under the age of 14 may legally work in S.C., except in limited circumstances. Minors age 14 and 15 who work are subject to strict scheduling rules. Minors age 16 and 17 are not subject to the strict scheduling rules, but they are restricted from "dangerous occupations. Refer to the following resources for more information regarding child labor laws:
Federal: https://www.dol.gov/general/topic/youthlabor
SC: https://llr.sc.gov/wage/

7. DRUG-FREE WORKPLACE

South Carolina's Drug Free Workplace Act requires entities that receive grants from the state or enter into contracts with the state with a value of $50,000 or more to certify that they will provide a drug-free workplace by:

1) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying the actions that will be taken against employees for violation of the prohibition;
2) establishing a drug-free awareness program to inform employees about: (a) the dangers of drug abuse in the workplace; (b) the employer's policy of maintaining a drug-free workplace; (c) any available drug counseling, rehabilitation, and employee assistance programs; and (d) the penalties that may be imposed on employees for drug violations;
3) making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement;
4) notifying the employee in the statement that, as a condition of employment on the contract or grant, the employee will: (a) abide by the terms of the statement and (b) notify the employer of any drug statute conviction for a violation occurring in the workplace no later than 5 days after the conviction;
5) notifying the agency with whom the employer contracts or from whom the employer receives the grant within 10 days after receiving such notice from an employee or after receiving actual notice of an employee's conviction; and
6) imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted of a drug-related offense.

Notably, the Drug Free Workplace Act does not require drug testing.

S.C. law provides for a system of merit rating for use in the writing of workers' compensation insurance and mandates a credit of at least 5 percent for an

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insured that adopts a program to prevent the use of drugs and alcohol on the job that includes testing. However, any drug prevention program must include a policy statement that balances the employer's respect for individuals with the need to maintain a safe, productive, and drug-free environment. And employees must be notified of the drug prevention program and its policies at the time the program is established or at the time the employee is hired, whichever is earlier. S.C. law requires that employers, laboratories, medical review officers, insurers, drug or alcohol rehabilitation programs, and employer drug prevention programs maintain the confidentiality of drug test results.

The ADA prohibits pre-employment medical examinations before a conditional offer of employment has been extended. However, a test to determine whether an applicant is **illegally** using drugs is specifically exempted from the definition of what constitutes a medical examination. In contrast, pre- employment *alcohol testing* is considered a medical examination, and thus can be conducted only after an employer has extended the applicant a conditional offer of employment. The ADA permits post-employment alcohol testing of employees only when such tests are job related and consistent with business necessity. In all cases, employers should provide advance notice of testing policies.

See Appendix C for sample policy.

8. WORKERS' COMPENSATION

S.C. law generally requires employers who employ four or more employees to provide workers' compensation coverage for their employees. Employees injured on the job are entitled to payment of their medical bills, loss of wages, and compensation for permanent disability or disfigurement. In most cases, workers' compensation benefits are the only source of recovery for an employee, and they cannot file a separate lawsuit against their employer. An employer may not discharge or demote an employee because the employee has instituted or caused to be instituted, in good faith, any proceeding under the S.C. Workers' Compensation Law.

9. PRIVACY

Fair Credit Reporting Act

Employers have specific duties when using a consumer credit report or other background check resource for hiring or employment purposes. An applicant or employee must give written consent to the employer before the employer obtains a credit report. Additionally, the employer must provide the employee

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or applicant with a copy of the report and a summary of their rights before the employer can take any adverse action based on the credit report.

10. GARNISHMENT

Garnishment is a court-ordered collection method available in many states to creditors which requires employers to withhold income from the pay of employee debtors. S.C., however, has no statute authorizing garnishment for most debts. Wages in S.C. are subject to earnings withholding orders for child support and spousal support.

11. JURY DUTY

Under S.C. law, it is illegal to discharge or demote an employee because the employee complies with a valid subpoena to testify in a court proceeding or administrative proceeding or to serve on a jury of any court. See Appendix E.

12. MILITARY SERVICE

Under federal law, an employee who leaves a permanent position to perform state or federal military service must generally be restored to his or her previous position or a position with "like seniority, status, and pay" when the individual has received a valid certificate of completion by an officer of the applicable branch of the armed forces, is still qualified to perform the duties of the position and applies for reenrollment. See Appendix E.

13. HANDBOOKS

Under South Carolina law, an employee handbook, personnel manual, policy, procedure, or other document issued by an employer after June 30, 2004, does not create an express or implied contract of employment if it is "conspicuously disclaimed." To be "conspicuously disclaimed," the document **must** contain a statement on its first page in underlined capital letters that it does not create a contract. And if the document is a handbook or personnel manual, it must also be signed by the employee. Other documents (policies, procedures, etc.) need not be signed, but they **must** contain the disclaimer in all capital letters and underlined on the first page.

Generally, an employee policy manual should include the following:

CONSPICUOUS DISCLAIMER

A. General Policies and Regulations

a. Sexual Harassment and Anti-discrimination (See Appendix D)
b. Alcohol, Drug, and Tobacco Use (See Appendix C)
c. Equipment Usage (e.g., computers and telephones)
d. Conflicts of Interest

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e. Mandated Reporting of Child Abuse (See Appendix BB)
f. Emergency Evacuation Plan
g. Medical Emergency Procedures
h. Professionalism (dress, conduct, ethics, etc.) (See Appendix P)

B. Employment Policies and Regulations

a. Staff Orientation Guidelines
b. Organizational Structure
c. Probationary Period (usually the first 30 or 90 days, if applicable to your school)
d. Performance Evaluation (See Appendix M)
e. Sickness, Vacation, Personal, Professional, Emergency, and Legal Leave Policies and Procedures (See Appendices E, H, J, and Z)
f. Process for Reporting Grievances and Resolving Conflict (See Appendix Y)
g. Termination Policies=

II. Hiring Practices

An organization's hiring practices describe the procedures you follow when selecting, orienting, and training a new employee. Employers should be able to outline various phases or steps the school will follow during the hiring process (e.g. procedures for recruiting and interviewing candidates, job descriptions and minimum qualifications for a candidate, interview and employment offer procedures). A sample employment application can be found in Exhibit LL.

It is advisable to either employ a human resources (HR) specialist or contract with a provider for this service. An HR specialist fills an administrative role, making sure all necessary hiring practices and procedures are followed, all applicable forms related to employees are filed with state and federal entities and employee files are maintained in a confidential manner.

A. Employment Status

South Carolina generally recognizes the doctrine of "employment at will." Employment at will means that in the absence of a written contract of employment for a defined duration, an employer can terminate an employee for good cause, bad cause, or no cause at all, so long as it is not an illegal cause (i.e., based on discrimination or in

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violation of a statute). If the school elects not to contract with its employees, the school should have all employees sign an "at-will" confirmation stating that they understand that, in accordance with S.C. law, they are considered an at-will employee.

If the school elects to enter into a formalized contract with an employee, the contract should contain, at a minimum, the following provisions:

- Title of the position;
- Authority of the employer related to making changes to the position, salary, duties, etc.
- Beginning and end dates of the contract;
- Any provisionary period and requirements for permanent employment;
- Compensation and benefits;
- Termination clauses;
- Signatures of the employee and the employer

B. Interviewing

It is surprisingly easy to unintentionally break civil rights, anti-discrimination, and other laws during an interview. For all intents and purposes, during an interview one should avoid asking any questions related to:

- Race
- Color
- Sex
- Religion
- National origin
- Birthplace
- Age
- Disability
- Marital/family status (including pregnancy)

C. Offer Letters

An offer letter is a formal written means of extending an offer of employment and is a good employment practice. Offer letters should state the following:

- Official title of the position being offered;
- Salary;
- Benefits (health, retirement, etc.);
- Instructions for accepting or declining the offer

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D. Documentation

Federal and state laws require employers to obtain information about and/or report certain information about newly hired and rehired employees. The website http://www.newhire.sc.gov contains information regarding South Carolina's mandatory New Hire Reporting, including information about online reporting and other options.

Forms for New Hires include:

- South Carolina's 's New Hire Form (see http://www.newhire.sc.gov);
- the IRS's W-4 form (http://www.irs.gov/pub/irs-pdf/fw4.pdf); and
- the I-9.

Federal immigration laws require employers to complete an INS Form I-9 to verify each employee's authorization to work in the U.S. The laws establish fines and criminal penalties for employers that knowingly hire unauthorized aliens. The laws also establish procedures for hiring on a temporary or permanent basis certain alien, including skilled workers and professionals in occupations with shortages of qualified U.S. workers.

In addition, S.C. law now requires all employers to verify all new hires through e-verify. For more information, see http://www.llr.sc.gov/immigration/everify.aspx

New employees should also execute either an "at-will" confirmation OR a contract, as well as sign off on the employee handbook. See Appendix F.

E. Orientation

New employee orientation and training is a crucial employment practice Orientation should include, at a minimum:

- Welcome
- Tour
- Introductions
- Discussion of handbook (sign)
- Discussion of school mission, organizational structure, schedules, and charter
- Introduction to the key components of the school's culture, values, and any other information about how you do business (and how you don't)
- Discussion of when benefits will commence

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- When appropriate, an introduction to a mentor and expectations for the mentor and mentee

F. Termination and Exit Interview

It is generally a good practice to conduct an exit interview when the employer-employee relationship is terminated to discuss such issues as employee benefits and any conversion privileges, return of company property and payment of any debts where applicable.

G. Grievance Procedure

The South Carolina Charter Schools Act requires that public charter schools establish "a reasonable grievance and termination procedure . . . , including notice and a hearing before the governing body of the charter school." S.C. Code Ann. 59-40-60 (12)

III. Ethical Matters

Ensuring that teachers and other employees comply with the provisions of the Standards of Conduct for South Carolina Educators and take care to act in an ethical, professional manner at all times should be a key priority. The Standards of Conduct can be found at: https://ed.sc.gov/educators/teaching-in-south-carolina/professional-practices/#Cert

IV. Risk Management

There are risks associated with being an employer. Whether you are being taken to court on a liability claim or staring down an oncoming tornado during field day, risk management is the art of heading off disaster, as well as coping with it after it strikes. There are several key areas of risk with regard to employment practices which include, but are not limited to, the following: (1) workplace hazards; (2) wrongful termination; (3) discrimination.

There are ways in which the above mentioned risks can be mitigated, including but not limited to, the following: (1) maintain clear and up to date policies and procedures, conduct frequent training and monitor whether or not the policies are followed and are up to date; (2) maintain proper types and coverage amount of applicable insurance policies; (3) hire and train qualified personnel; (4) maintain a grievance/complaint process and

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address all complaints timely and properly; and (5) proper maintenance of employee files (including job descriptions; job application and resume; all federal and state required forms; receipt of signed acknowledgment of employee handbook; performance evaluations; any written warnings or disciplinary action; any agreements between employer and employee such as employment agreement, wage garnishment, non-compete agreement etc.).

V. Training, Motivation, and Retention

A. Staff Development

Training and retaining a quality staff is of utmost importance for school leaders. Selecting the "right" candidates to fit within your school, as well as providing adequate professional development, support, and providing a competitive wage and safe and productive working environment will ensure high retention rates.

Schools should plan staff development that is aligned with the school's mission and provides meaningful, timely, and appropriate training and capacity building opportunities. Staff development should be planned for every employee in the organization – including janitorial, clerical, instructional, and leadership personnel. Providing opportunities for staff input into their learning path based on reflection and job performance will ensure that employees buy into the staff development. Proper documentation of course credits (Professional Learning Units – PLUs) should be kept on file and utilized to support employees through re-certification. Staff development requires collaboration, reflection, and application, and thus, planning time for staff development is critical. Sample of required courses include blood borne pathogen, sexual harassment, FERPA, First Aid, CPR and identifying students in homeless situations.

B. Mentor Programs

Mentor programs are extremely helpful and motivating for teachers new to the profession and for teachers new to the school. A mentor is an experienced staff member who offers feedback and guidance, as well as general information on acclimation to the school. The mentor's guidance is valuable not only with teaching practices, but also for navigating the various facets of the school culture, internal politics, policies, and procedures. A mentor should also be available to provide feedback or ideas to help develop strategies for addressing and

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solving problems. Mentor programs should include accountability measures for both the mentor and the mentee to ensure that the full benefit of the program is achieved.

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APPENDIX A

SAMPLE FAMILY MEDICAL LEAVE ACT POLICY

The Board of _____ [Insert School Name] adopts the following policy, effective on the date of adoption by the Board.

This policy will summarize the provisions of the Family and Medical Leave Act ("FMLA") and is limited to any rights or benefits contained in the FMLA.

SECTION 1. Eligible Employees

SECTION 1.1. Employees of the school/Board/management organization employed by the Board/School who have been employed for at least twelve (12) months and who have worked at least 1250 hours during the 12-month period immediately prior to requesting leave and are employed at a worksite where 50 or more employees are located within 75 miles of the worksite are eligible to take twelve (12) weeks of unpaid leave under FMLA.

SECTION 1.2. An employee may request leave for one or more of the following reasons:

1. Birth of a child and to care for the newborn child;
2. Adoption or foster placement of a child with the employee;
3. To care for the employee's spouse, son, daughter or parent, if that person has a serious health condition;
4. Serious health condition of employee that prevents the employee from performing the job functions;
5. Because of a qualifying exigency (hereinafter defined) arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on active duty or has been notified of an impending call or order to active duty status in the National Guard or Reserves in support of a contingency operation;
6. To care for a covered service member (hereinafter defined) with a serious injury or illness when the employee is the spouse, son, daughter, parent or next of kin.

SECTION 2. Definitions

"Covered Servicemember" means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. A member of the Armed Forces would have a serious injury or illness if he or she has incurred

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an injury or illness in the line of duty while on active duty in the Armed Forces provided that the injury or illness may render the servicemember medically unfit to perform duties of the member's office, grade rank or rating.

"*Instructional employee or other key position*" means an employee whose principal function is to instruct or directly support instruction of students in a class, a small group or an individual setting or provide an essential function such as administration which would provide a disruption in the normal operations of the school.

"*Parent*" means a biological parent or one who acted in place of a parent when the employee was a child. The term "parent" does not include parent "in-law."

"Qualifying exigency" may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

"*Serious health condition*" means an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or (2) continuing treatment by a health care provider and has been duly documented by a health care provider.

"*Son or daughter*" means a biological, adopted or foster child, a stepchild, a legal ward or a child for whom the employee acts as a parent. The son or daughter must be under age 18 or, if the son or daughter is age 18 or older, he/she must be incapable of self-care on a daily basis due to a documented mental or physical disability.

"*Spouse*" means a husband or wife.

SECTION 3. Amount and Type of Leave Taken

SECTION 3.1. Except as provided below, an employee may take a total of twelve (12) weeks during the twelve-month period of July 1 – June 30. In the event of the birth, adoption or foster placement of a son or daughter, all leave must be completed within twelve (12) months after the birth, adoption, or foster placement.

SECTION 3.2. If both spouses work for the School and both are eligible for FMLA leave, they are authorized to take only a combined total of twelve (12) weeks during any one twelve-month period to care for a newborn or adopted

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child, a child placed with the employee for foster care, or a parent with a serious health condition for twelve (12) weeks.

SECTION 3.3. Employees seeking to take Family and Medical Leave to care for a parent, spouse or child with a serious health condition, or because of their own serious health condition, must first exhaust any personal leave, paid vacation, applicable accumulated sick leave, and any other applicable paid leave for their Family and Medical Leave.

SECTION 3.4 Employees seeking to take Family and Medical Leave to care for a newborn infant or newly adopted child shall be allowed to take their first six (6) weeks of Family and Medical leave without exhausting any personal leave, paid vacation, applicable accumulated sick leave, and any other applicable paid leave before exhausting other forms of leave. The six (6) week leave shall not include calendared holidays or vacation days.

SECTION 3.5. Intermittent or Reduced Leave
An employee may only take leave on an intermittent or reduced leave schedule when medically necessary. The School will require a certification, as provided by the Department of Labor, to document the medical necessity of such intermittent leave.

SECTION 3.6. Notification of Leave
If the need for FMLA leave is foreseeable, an employee requesting leave must provide at least 30 days advance notice to the (Executive Director or other job title). If such advance notice is not possible, the employee must give said notice as soon as practicable, ordinarily within one to two working days of learning of the need for leave. When planning medical treatment, the employee should make a reasonable effort to schedule the treatment so that any corresponding leave will not unduly disrupt the operations of the school or classroom instruction.

SECTION 3.7. Benefits and Return to Work
Employees taking FMLA leave will continue to accrue all benefits for which they are eligible that are provided by the school while on FMLA leave. The School will pay the employer's portion, if any, of such benefits. The employee will pay the same portion, if any, of such benefits as the employee paid before beginning the leave. The employee will be billed for the employee portion of the benefits and shall timely pay required premiums in order to maintain active benefits coverage. If employee is more than 30 days late with payment, the employee's insurance can be canceled. The School will send a notice of non-payment 15 days prior to terminating the insurance for nonpayment.

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In most instances, if the employee fails to return to work at the end of your leave, the School will bill the employee for its portion of the health insurance costs it incurred while the employee was on leave. However, if the employee's serious health condition or some other circumstance beyond the employee's control is the cause of not returning to work, The School will not seek reimbursement. The employee will not accrue benefits, such as holiday pay, during FMLA leave. Any unused employment benefits that had accrued prior to the commencement of FMLA will be restored upon the employee's return.

With the exception of paid vacation, personal, medical or sick leave required to be exhausted prior to taking unpaid leave under Section 3.3 above, the employee's absence during leave will not alter benefits which the employee accrued before taking leave.

Generally upon return from leave, the employee will be reinstated to the former position if available. If it is no longer available, then, in most instances, a position equivalent to the one the employee held when he/she left on FMLA leave, with equivalent pay, benefits and other terms and conditions of employment. Upon proper notice, however, the Board may deny reinstatement under this policy to an employee whose salary is within the highest 10% of the employees employed by the school ("key employee") if such denial is necessary to prevent substantial and grievous economic injury to the school's operation, as determined by the Board. Employees will be notified if they are considered a key employee, if there is an intention to deny reinstatement, and of their rights in such instances.

SECTION 3.8. Required Certification and Reporting

The School requires that a request for leave due to a serious health condition be supported by a certification issued by the appropriate health care provider of the eligible employee or of the son, daughter, spouse or parent of the employee on a form to be provided by the Board.

This certification must include:

1. The date on which the serious health condition commenced;
2. The probable duration of the condition;
3. If the purpose if the leave is to care for a son, daughter, spouse or parent ("family member"), a statement that the employee is needed to care for the family member and the estimated amount of time needed for such care;
4. If the leave is due to the employee's own serious health condition, a statement that the employee is unable to perform his or her job functions. The employer may require that the

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eligible employee obtain subsequent recertification on a reasonable basis as requested by the School.

The School, at its own expense, may obtain the opinion of a second health care provider of the Board's choice, if it should choose to do so. If a conflict exists between the opinion in the certification and the second opinion, the School may, at its own expense, obtain a third opinion from a health care provider upon which the School and the employee jointly agree. Such a third opinion as to the necessity for the leave is binding on both the School and the employee.

Upon an employee's return after leave for his/her own serious health condition, the School may require the employee to obtain certification from a health care provider that the employee is able to resume work.

The Board may require an employee on FMLA leave to report periodically to the (Executive Director or other job title) on the employee's status and intent to return to work.

SECTION 3.9. Special Provisions
When an instructional employee or other key position essential to the function of the school seeks intermittent leave or leave on a reduced schedule in connection with a family or personal illness that would constitute at least 20% of the total number working days in the period during which the leave would extend, the School may require the employee to elect to take leave in a block (not intermittently) for the entire period or to transfer to an available alternative position within the school that is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent situation.

If the employee begins leave more than five weeks before the end of a semester, the Board may require the employee to continue taking leave until the end of the semester if:

a. The leave will last at least three weeks; and
b. The employee would return to work during the three-week period before the end of the term.

SECTION 4.0. Summary of FMLA Procedures
This policy is only intended to summarize your FMLA rights and obligations and those of the School. The U.S. Department of Labor has issued extensive regulations that address the many facets of leave under the FMLA. These regulations and the Family and Medical Leave Act itself are controlling and the School will be guided by and governed by the law and the regulations in addressing an employee's entitlement, if any, to FMLA leave.

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SECTION 4.1. Department of Labor Forms and Procedures.
The School will use the forms and procedures provided by the Department of Labor regarding FMLA. These forms can be found at the following link: https://www.dol.gov/agencies/whd/fmla/forms

SECTION 5.0. Non-Discrimination/Non-retaliation Policy Statement.
The School will not: (1) interfere with, restrain or deny the exercise of any right provided under the FMLA; (2) discharge or discriminate against any person for opposing any practice made unlawful by the FMLA; or (3) discharge or discriminate against any person for his or her involvement in any proceeding under or relating to the FMLA.

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APPENDIX A
Exhibit 1

FMLA DESCRIPTION OF SERIOUS HEALTH CONDITION[1]

A "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves one of the following:

1. **Hospital Care**
Inpatient care (i.e., overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment [2] in connection with or consequent to such inpatient care.

2. **Incapacity**
The inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore or recovery therefrom.

3. **Continuing treatment**
(a) Incapacity and treatment. A period of incapacity of more than three consecutive, full calendar days and any subsequent treatment or period of incapacity relating to the same condition, that also involves: (1) treatment two or more times, within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a healthcare provider, by a nurse under direct supervision of a healthcare provider or by a provider of healthcare services (i.e., a physical therapist) under orders of or on referral by, a healthcare provider; or (2) treatment by a healthcare provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the healthcare provider. (3) The requirement in paragraphs (a)(1) and (2) of this section for treatment by a healthcare provider means an in-person visit to a healthcare provider. The first (or only) in-person treatment visit must take place within seven days of the first day of incapacity. (4) Whether additional treatment visits or a regimen of continuing treatment is necessary within the 30-day period shall be determined by the healthcare provider. (5) The term "extenuating circumstances" in

[1] Here and elsewhere on this form, the information sought relates only to the condition for which the employee is taking FMLA leave.

[2] Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

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paragraph (a)(1) of this section means circumstances beyond the employee's control that prevent the follow-up visit from occurring as planned by the healthcare provider. Whether a given set of circumstances are extenuating depends on the facts. For instance, extenuating circumstances exist if a healthcare provider determines that a second in person visit is needed within the 30-day period, but the healthcare provider does not have any available appointments during that time period.(b) Pregnancy or prenatal care. Any period of incapacity due to pregnancy or for prenatal care. (c) Chronic conditions. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which: (1) requires periodic visits (defined as at least twice a year) for treatment by a healthcare provider or by a nurse under direct supervision of a healthcare provider; (2) continues over an extended period of time (including recurring episodes of a single underlying condition); and (3) may cause episodic rather than a continuing period of incapacity (i.e., asthma, diabetes, epilepsy and the like). (d) Permanent or long-term conditions. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. (e) Conditions requiring multiple treatments. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a healthcare provider or by a provider of healthcare services under orders of or on referral by, a healthcare provider, for: (1) restorative surgery after an accident or other injury; or (2) a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation), severe arthritis (physical therapy) or kidney disease (dialysis).

4. Intermittent or Reduced Leave

Intermittent or reduced leave will be granted for a serious health condition when it is both: (a) medically necessary; and (b) the need is best accommodated through an intermittent or reduced leave schedule. Intermittent leave means the employee is off work for separate blocks of time. An example of intermittent leave would be taking every Monday and Friday off in order to undergo prescribed treatment. Reduced leave means the number of hours in a day or week are reduced in order to give you the necessary time off. An example of reduced leave would be taking off every Monday, Wednesday and Friday at 1:00 p.m. in order to attend required physical therapy. The employee may be transferred in order to accommodate the request for intermittent or reduced leave or

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possibly place employee on part-time status. Leave for birth or placement of a child may, if the School agrees, be taken on intermittent or reduced leave schedule (as defined above). Each request for intermittent or reduced leave under these circumstances will be considered on a case-by-case basis, but as a general rule, intermittent or reduced leave will not be granted for the birth or placement of a child.

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APPENDIX A
Exhibit 2

FMLA DESCRIPTION OF MILITARY CAREGIVER LEAVE AND QUALIFYING EXIGENCY

Military Caregiver Leave

There are special definitions associated with military caregiver leave.
The term "covered servicemember" means: (1) a current member of the Armed Forces, including a member of 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 or (2) a covered veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. Covered veteran means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves) and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

The term **"serious injury or illness"** for purpose of military caregiver leaves means: (1) in the case of a current member of the Armed Forces, including a member of the National Guard or Reserves, an injury or illness that was incurred by the covered servicemember in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank or rating; and (2) in the case of a covered veteran, an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran and is: (i) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank or rating; or (ii) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service Related Disability Rating (VASRD) of 50% or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or (iii) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would do so absent treatment; or (iv) an injury, including a psychological injury, on the basis

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of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers

"Next of kin" refers to the covered servicemember's nearest blood relative who is not the servicemember's spouse, parent, or child.

Qualifying Exigency
Eligible employees may take FMLA leave while the employee's spouse, son, daughter, or parent (i.e., the covered military member") is on active duty or call to active-duty status as defined in 29 C.F.R.825.126.(b)(2) for one or more of the following qualifying exigencies:

1. **Short-Notice Deployment**
   Any issue that arises from the fact that a covered military member is notified of an impending call or order to active duty in support of a contingency operation seven or less calendar days prior to the date of deployment.

2. **Military Events and Related Activities**
   Leave to attend any official ceremony, program or event sponsored by the military that is related to active duty or call to active-duty status of a covered military member; or leave to attend family support or assistance programs and informal briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active-duty status of a covered military member.

3. **Childcare and School Activities**
   When necessary due to circumstances arising from the active duty or call to active-duty status of a covered military member – leave to arrange for alternative childcare; to enroll in or transfer the military service member's child to a new school or daycare; or to attend meetings with staff at a school or daycare facility concerning the covered member's child.

4. **Financial and Legal Arrangements**
   To make or update financial or legal arrangements to address the covered military member's absence, such as preparing and executing powers of attorney, transferring bank account signature authority, or preparing a living will or trust.

5. **Counseling**
   To attend counseling provided by someone other than a health care

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provider for oneself, for the covered military member. Or for the child of the covered military service member provided that the need for counseling arises from the active duty or call to active-duty status of a covered military member.

6. **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.

7. **Post-Deployment Activities**
   To attend any official ceremony or program sponsored by the military for a period of 90 days following the termination of the covered military member's active-duty status (i.e., arrival ceremonies or reintegration events);

   or to address issues that arise from the death of a covered military member while on active-duty status.

8. **Additional Activities**
   Other events that arise out of the covered military member's active duty or call to active-duty status provided the employer and employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

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APPENDIX B

SAMPLE EQUAL EMPLOYMENT POLICY

[School] is committed to providing equal employment opportunities for all employees and job applicants. Recruiting, promotion practices, and other conditions of employment shall be maintained and conducted in a manner that does not discriminate on the basis of age, disability, race, color, sex, sexual orientation, gender, gender identity, pregnancy and pregnancy related conditions including childbirth, religion, genetics, military or veteran status, or national origin or any other reason prohibited by law.
SECTION 1. Equal Opportunity Employment

[School} will recruit, hire, train, and promote all job positions without regard to age, disability, race, color, sex, sexual orientation, gender, gender identity, pregnancy and pregnancy related conditions including childbirth, religion, genetics, military or veteran status, or national origin or any other reason prohibited by law. Similarly, all other personnel matters such as compensation, benefits, transfers, promotions, layoffs, school-sponsored training, education, and social and recreational programs, and all other terms, conditions and privileges of employment will be administered in accordance with this policy.

Accordingly, [School] will base promotion decisions and other terms, conditions, and privileges of employment, upon valid, non-discriminatory requirements and in accord with principles of equal opportunity employment. Unfavorable speech or actions by employees regarding the age, disability, race, color, sex, sexual orientation, gender, gender identity, pregnancy and pregnancy related conditions including childbirth, religion, genetics, military or veteran status, or national origin, or any other reason prohibited by law, of other employees, agents, contractors, vendors, clients, or others affiliated with School will not be tolerated. This type of behavior can be grounds for discipline, up to and including immediate dismissal.

All employees are expected to comply with our Equal Employment Opportunity Policy.

SECTION 1.1. Non-Discrimination Against Qualified Individuals with Disabilities

[School] shall comply with the Americans with Disabilities Act (ADA) and applicable state and local laws providing for non-discrimination in employment against qualified individuals with disabilities. [School] shall

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also provide reasonable accommodations for qualified individuals in accordance with these laws. Qualified individuals with disabilities will be treated in a non-discriminatory manner in the pre-employment process and during active employment with [School].

Qualified applicants or [Insert School Name] employees with disabilities should make formal requests in writing for accommodations.

SECTION 1.2. Reasonable Accommodations

[School] will make reasonable accommodations of disabilities and religious beliefs, providing that doing so will not impose an undue hardship on the Company or jeopardize the safety of any employee, customer, vendor, or other person associated with [School].

SECTION 2.0. Non-Retaliation

In accordance with and to the extent required by federal and/or state law, [School] will not take adverse action against an employee or applicant because an employee, in good faith:

- reports to management what the employee reasonably believes to be violation(s) of this policy and/or the workplace harassment policy
- participates in an investigation of an allegation involving this policy and/or the workplace harassment policy
- exercises his/her rights, if any, under applicable federal or state law related to workplace discrimination and/or harassment.

An applicant and/or employee complaint of an alleged violation of this policy should be brought to [identify school position].

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APPENDIX C

SAMPLE POLICY ON DRUG, ALCOHOL, AND TOBACCO USE AND POSSESSION POLICY

[School] is committed to providing a safe and drug-free environment for all staff and students.

SECTION 1. Drug-Free Workplace

SECTION 1.1. Employees shall be prohibited from the possession, use, sale, distribution, or possession of alcohol, tobacco, or any controlled substance, marijuana, vaping or other dangerous or unlawful drugs on school property, at off-site school functions, or when acting in any capacity as a school employee.
SECTION 1.2. Any employee convicted for the first time, under the laws of the state of South Carolina, the United States, or any other state, of a criminal offense involving the manufacture, distribution, sale, or possession of a controlled substance, marijuana or a dangerous drug, or for offenses related to operation of a vehicle under the influence of alcohol, shall be subject to disciplinary action of at a minimum, suspension for not less than (2 weeks or other time period) and possibly up to and including termination.
SECTION 1.3. Any employee who is convicted for a second or subsequent time under the laws of this state, the United States, or any other state, of any criminal offense involving the manufacture, distribution, sale or possession of a controlled substance, marijuana, or a dangerous drug shall be immediately terminated from his or her employment and shall be ineligible for employment for a period of (five years) from the most recent date of conviction.
SECTION 1.4. Each employee must abide by the terms of this policy and must notify the School within (five days) after any arrest on any drug-related criminal charge and further notify the School within (five days) of any conviction of a drug-related or DUI or related offense.
SECTION 2. Conditions of Employment
SECTION 2.1. A copy of this policy shall be disseminated to all employees either directly or through an electronically accessible handbook.
SECTION 2.2. [School] shall not consider for employment any applicant who has been convicted for the first time of any drug offense as described above for a (one year) period from the date of conviction, nor shall [School] consider any applicant for employment who has been convicted for the second time of any drug offense as described above for a (five year) period from the most recent date of conviction.
SECTION 2.3.1. This policy is not intended and shall not be interpreted as prohibiting the Board or administration from taking appropriate disciplinary action against any employee where evidence exists that an employee uses, distributes or sells illegal drugs even though the employee has not been

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convicted of any criminal offense or where evidence exists that an employee is under the influence of alcohol while on duty.

SECTION 2.4. [Insert School Name] shall provide staff development as required by state or federal law to inform employees of the dangers of drug abuse and other provisions within this policy.

SECTION 2.5. As a condition of employment, each employee must consent to a pre-hire drug test. Each employee understands that the Board, or if provided authority by the Board, the administrator, has the right, upon reasonable suspicion, to demand that employee immediately undergo testing for the presence of illegal or inappropriate drug usage.

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APPENDIX D
SAMPLE HARRASSMENT POLICY

SECTION 1. Unlawful Harassment

SECTION 1.1. [School] believes everyone should be able to enjoy a workplace and school free from harassment based on the individual's sex, sexual orientation, gender, gender identity, pregnancy including pregnancy related conditions including childbirth, race, color, religion, national origin, age, genetics, military or veteran status, or disability and all other legally protected classifications. In accordance with applicable law, [School] prohibits, and it is a violation of School policy for any employee to harass another person based on the individual's sex, sexual orientation, gender, gender identity, pregnancy including pregnancy related conditions including childbirth, race, color, religion, national origin, age, genetics, military or veteran status, or disability or the disability of the individual's relatives, friends, or associates or any other legally protected classification.

SECTION 1.2. Unlawful harassment because of sex, sexual orientation, gender, gender identity, pregnancy including pregnancy related conditions including childbirth, race, color, religion, national origin, age, genetics, military or veteran status, or disability and all other legally protected classifications includes, but is not limited to:

- Verbal conduct such as epithets, derogatory comments, slurs, or unwanted sexual advances, invitations, or comments.
- Visual conduct such as derogatory posters, photography, cartoons, drawings, or gestures.
- Physical conduct such as unwanted touching, blocking normal movement, or interfering with work directed at you because of your sex or any other protected basis.
- Threats and demands to submit to sexual requests in order to keep your job or avoid some other loss and offers of job benefits in return for sexual favors.
- Retaliation for opposing, reporting, or threatening to report harassment, or for participating in an investigation, proceeding or hearing conducted by an investigating agency.

Sexual Harassment Defined
Sexual harassment or gender-based harassment occurs when unwelcome conduct, generally of a sexual nature, becomes a condition of an employee's continued employment, affects other employment decisions regarding the

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employee, or creates an intimidating, hostile, or offensive working environment. Sexual harassment could include, but is not limited to:

- requests for sexual favors
- unwanted physical contact, including touching, pinching, or brushing the body

- verbal harassment, such as sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, and threats non-verbal conduct, such as display of sexually suggestive objects or pictures, leering, whistling, or obscene gestures
- acts of aggression, intimidation, hostility, threats, or unequal treatment based on sex or gender (even if not sexual in nature).

Women are not the only ones who experience sexual harassment. Not only do men experience sexual harassment, but also harassment can be between persons of the same sex.

Other Forms of Harassment
Harassment includes many forms. It includes verbal or physical conduct that defames or shows hostility toward an individual because of his/her race, color, religion, gender, pregnancy, national origin, age, genetics, military or veteran status, disability, or the disability of the individual's relatives, friends, or associates. It also includes conduct that creates, or is intended to create, an intimidating, hostile, or offensive working environment that interferes, or is intended to, interfere with an individual's work performance, or otherwise adversely affects an individual's employment opportunities. Harassing conduct could include, but is not limited to:

- Epithets, slurs, negative stereotyping, threatening, intimidating, or hostile acts that relate to race, color, religion, gender, pregnancy, national origin, age, genetics, military or veteran status, or disability.
- Written or graphic material that defames or shows hostility or aversion toward an individual or group because of race, color, religion, gender, pregnancy, national origin, age, genetics, military or veteran status, or disability, and that is placed on walls, bulletin boards, or elsewhere on the company's premises, or that is circulated in the workplace or over the internet.

SECTION 1.3. Prohibited harassment is not necessarily limited to the loss of a job or some other economic benefit. Prohibited harassment that impairs an employee's working ability or emotional well-being at work is considered a violation of this policy and will not be tolerated.

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SECTION 2. Reporting

SECTION 2.1. [School] reporting procedure provides for an immediate, thorough, and objective investigation of any harassment claim, appropriate disciplinary action against one found to have engaged in prohibited harassment, and appropriate remedies to any employee subject to harassment. An employee may have a claim of harassment even if he or she has not lost a job or some economic benefit.

SECTION 2.1.1. If any employee believes he/she has been harassed on the job, or is aware of the harassment of others, the employee should provide a written or verbal report as soon as possible to the most immediate supervisor, unless the immediate supervisor is a part of the grievance, in which case the next most immediate individual in authority. The report should include details of the incident(s), the names of individuals involved, the names of any witnesses, direct quotes when relevant, and any documentary evidence (notes, pictures, cartoons, etc.).

SECTION 2.1.2. [School] will endeavor to conduct a thorough, impartial, and timely investigation, including documentation, of all reported incidents of harassment. [School] will endeavor to protect the privacy and confidentiality of all parties involved to the extent possible consistent with the needs of investigation and applicable law.

SECTION 2.1.3. If [School] determines that harassment has occurred, it will take remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future harassment. If a complaint of harassment is substantiated, appropriate disciplinary action, up to and including termination, will be taken.

SECTION 3. Protection Against Retaliation

SECTION 3.1. Under federal law, retaliation against any employee by another employee or by the school for in good faith reporting, filing, testifying, assisting, or participating in any manner in any investigation, proceeding or hearing conducted by the school or a federal or state enforcement agency is prohibited.

SECTION 3.1.1. Employees should report any retaliation to the most immediate supervisor, unless the immediate supervisor is a part of the grievance, in which case the next most immediate individual in authority.

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SECTION 3.1.2. Any complaint will be immediately investigated in accordance with the investigation procedure outlined above.

SECTION 3.1.3. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge, will be taken.

SECTION 4. Liability for Harassment

SECTION 4.1. Any employee, including any supervisor or manager, who is found to have engaged in unlawful harassment is subject to disciplinary action up to and including termination from employment. An employee who engages in harassment may be held personally liable for monetary damages, should a lawsuit be filed.

SECTION 5. Additional Enforcement Information

SECTION 5.1. Employees should be aware that the federal Equal Employment Opportunity Commission (EEOC) and the South Carolina Human Affairs Commission serve as neutral fact finders to investigate and resolve harassment complaints in employment.

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APPENDIX D
Exhibit 1

Responding to Agency Complaints of Harassment

Once the EEOC or the state agency receives a complaint of harassment, the agency conducts an investigation into the complaint. As part of that investigation, the agency allows the employer to respond to the allegations of the complaint in the form of a position statement. The following are some guidelines for attorneys and human resources personnel to follow when responding to an agency complaint and
formulating a position statement:

1. Consult your school attorney who can help guide and advise you through the following steps.
2. Read the Complaint or Charge Carefully:
    - Check the date of the alleged harassment with the date the complaint/charge was filed.
    - Determine if the employer is covered by the statute.
    - Check for fatal flaws in the charge/complaint.
3. Think Through Your Response and What You Need:
    - Decide which persons need to be interviewed.
    - Decide what documents would be helpful.
    - Decide what data would be helpful.
4. Obtain Information:
    - Interview managers or supervisors involved in the decision.
    - Interview employees whenever appropriate.
5. Evaluate the Charge or Complaint:
    - Does the company have a harassment policy in place that is distributed to all employees?
    - Can the company establish that the complainant did not take advantage of company procedures for reporting harassment?
6. Consider Settlement:
    - Both federal and state agencies welcome pre-investigation settlement.
    - Consider having a separate settlement agreement in addition to standard agency settlement agreement.
7. Prepare Your Position Statement:
    - Prepare a thorough explanation of what happened.
8. Know the Law:
    - Know what the standards are for establishing harassment.
    - Did the company have knowledge of the harassment?
    - What are the company's defenses?
    - What will the Agency look for?

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- Is there written documentation regarding the incident?
- What relevant company policies are applicable?
- Did the company have a harassment policy, and was it followed?

9. Consider Obtaining Extensions of Time:
    - Be aware that agencies frequently will grant additional time for an employer to respond to the charge/complaint.
10. The EEOC Investigation:
    - The EEOC may dismiss the charges once it receives the company's response.
    - The next step may be a request for additional information or for interviews.
    - The EEOC will dismiss the charge if there is no evidence of harassment.
    - If the EEOC makes a cause determination, it will invite the employer to engage in settlement discussions prior to any litigation.

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APPENDIX D
EXHIBIT 2

Harassment Investigation Checklist (Not Title IX)

1. Consult with your school attorney to help guide and advise you on the following steps.
2. Decide upon the order in which investigation interviews will be conducted.
    - Complainant
    - Alleged harasser
    - Coworkers and other witnesses
    - Supervisors of the complainant and alleged harasser
    - Second interview with the alleged harasser to discuss any factual questions as a result of the investigation
3. Interview each witness separately in an office or room where the discussion will not be overheard by other witnesses, the alleged harasser, or any other unauthorized persons.
4. Two uninvolved managers should participate in the interview process. At least one of the investigating managers should be thoroughly familiar with harassment law and the School's harassment policies and procedures. One manager should be designated as the interviewer, and the other should act primarily as a witness and take notes of the discussion.
5. Before beginning the interview, explain the purpose of the interview by referring generally to recent complaints about the relationship between the complainant and the alleged harasser. Do not necessarily discuss the issue of unlawful harassment, so that you do not taint the witness' recollection of the events.
    - Emphasize that the School takes these charges very seriously and that the School is investigating these charges by interviewing all potential witnesses in compliance with School policy.
    - Explain that upon completion of the investigation, the School will attempt to determine what occurred, and will take appropriate action based on its determination.
    - Both the complainant and the alleged harasser should be advised that each will be apprised of the results of the investigation and any action taken.
    - Instruct each witness interviewed not to discuss the matters covered during the interview with any co-employee or the complainant or the alleged harasser.
    - Explain to the witness that confidentiality is necessary to protect the integrity of the investigation and to ensure that the School

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receives trustworthy information in an atmosphere free from coercion.
    - Explain to the witness that School policy prohibits retaliation against anyone who complains of harassment or participates in an investigation, and that any acts of retaliation should be reported immediately
6. During the interviews:
    - Avoid leading questions.
    - Ask open ended, nonjudgmental questions. Use investigation interview forms where appropriate.
    - Explain to all witnesses that retaliation will not be tolerated.
    - Avoid the appearance of impropriety or favoritism in conducting interviews.
    - Observe and record all physical and verbal reactions of witnesses.
    - Do not record conclusions regarding credibility.
    - Avoid judgmental statements or furthering of myths or stereotypes.
    - Explore the effect of alleged harassment on the complainant and any others affected
      (*i.e.*, psychological, emotional, physical, and financial).
7. Review the complainant's and the alleged harasser's personnel files.
8. Discuss investigation results and proposed action with the investigation team. This discussion should be limited to those with a need to know the results of the investigation, such as the complainant's supervisor, the alleged harasser's supervisor, and senior Human Resources department staff.
9. Consider credibility determinations. Factors include memory, perception, truthfulness, corroboration or lack of it, bias of witnesses, consistency, plausibility of accounts and prior misconduct.
10. Review all evidence collected.
11. Make a decision.
12. Consider appropriate remedial action: consider a verbal warning, written warning, denial of bonus or pay raise, suspension, demotion, termination, or some combination. Also consider providing harassment training to the harasser and to all employees.
13. Consider the following factors in determining the appropriate remedial action:
    - credibility of the complainant, alleged harasser and other witnesses;
    - prior conduct, if any (*e.g.*, the alleged harasser);
    - prior discipline of the alleged harasser;
    - level of harassment, including the type and frequency of conduct;

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- alleged harasser's knowledge of company rules of conduct;
- prior disciplinary procedures for identical, similar or analogous misconduct; and
- public and employee relations issues.

14. Review the harassment investigation and findings.
    - Was the school harassment policy adequate?
    - Were the employees aware of the terms of the harassment policy?
    - Was the harassment complaint procedure adequate?
    - Did the investigator uncover other issues which need to be addressed?
15. Implement changes to the harassment policies and procedures where appropriate.

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APPENDIX E

SAMPLE JUDICIAL, MILITARY DUTY, AND RELIGIOUS LEAVE POLICY

SECTION 1. Purpose of Policy

SECTION 1.1. The purpose of the policy of the Board of [Insert School Name] is to outline employee's rights regarding leave for judicial, military, and religious reasons.

SECTION 2. Types of Leave

SECTION 2.1. All [Insert School Name] employees shall be allowed a leave of absence without loss of pay and without deduction of any amounts otherwise received as compensation for service as an employee for the purpose of attending jury duty or a judicial proceeding in response to a subpoena or other court order or process arising out of the employee's duties as an employee of the school.

Employees who serve as jurors shall not have the jury leave deducted from sick or personal leave, and no employee utilizing jury leave shall be required to pay the cost of employing a substitute to serve in his/her absence. Employees who qualify for this leave may retain juror compensation. In addition, because of federal wage laws, exempt employees will be paid their normal salary for any partial week in which their absence is caused by jury duty

The employee is expected to report to work when doing so does not conflict with court obligations

SECTION 2.2. [School] provides compensation for up to two weeks for annual reserve and National Guard military training for full time employees who have completed the orientation period. Part time and seasonal employees do not qualify for military leave compensation. The amount of the military leave compensation paid is the difference between military pay and regular pay based on a 40-hour workweek. Time spent on military leave normally will not be counted as vacation time used. However, if an employee's military training exceeds two weeks, the employee may elect to use paid vacation for the additional leave. Otherwise, the employee will not be compensated by School for the additional time off.

ABC Company will comply with federal and state law regarding leave due to military service and the employee's rights upon return. Generally, military reservist employees and those volunteering for or called to active duty with the military are entitled to reemployment with the School upon their return from duty. The employee also may, under certain circumstances in accordance with the law and the plan's terms, elect to continue coverage under the School's healthcare plan.

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SECTION 2.3. Leave for religious holidays may be granted to benefits eligible employees. Leave for religious holidays may not exceed three days per work year. The leave should be made up by the employee at a time mutually agreed upon by the employee and the (Principal or other title).

SECTION 3. Notice

SECTION 3.1. Employees shall provide in writing to the (Principal or other title) with a minimum of (two weeks) notice, or as soon as practicable. Notification should include the reason for the request for leave, the date(s) if known, and a copy of any supporting documentation such as a jury summons.

For Board Approval

APPENDIX F

SAMPLE EMPLOYMENT STATUS: AT-WILL OR CONTRACTED EMPLOYMENT POLICY

SECTION 1. Employment Status.

SECTION 1.1. Employees of [Insert School Name] are considered (at-will or contracted) employees.

SECTION 1.2. Employees shall execute a(n) (At-Will Employment Agreement/ Employment Contract) demonstrating understanding of the conditions and expectations of employment at [Insert School Name].

SECTION 1.3. [Insert School Name] shall follow all requirements of the Fair Dismissal Act (or the terms of the agreed upon contract) should termination be necessary.

SECTION 2.0: Classes of Employees

School has three classes of employees:

1. Full Time: Employees regularly scheduled to work 30 or more hours per week.
All full-time employees are eligible for full participation in our benefit programs.

2. Part Time: Employees regularly scheduled to work less than 30 hours per week.
Part-time employees may be eligible for some employee benefits depending upon
the number of hours worked. (If school has one: Pursuant to federal law, part time employees working 1000 hours per year are eligible to participate in the School's 401(k)Plan). Likewise, pursuant to federal law, part time employees working more than
1250 hours per year are eligible for leave under the Family and Medical Leave Act
so long as they meet the other requirements for leave. Employees working at least
20 hours per week are eligible for prorated vacation.

For Board Approval

3. Temporary/Interim: Employees hired for a period of short duration, generally 90 days or less, but not always, are considered to be temporary/interim employees.
Individuals hired to fill a job for a specific purpose, for a specific period of time, or
for the duration of a specific project or group of projects are temporary/interim
employees as well. Temporary/interim employees are not entitled to any employee
benefits. A temporary/interim employee who is subsequently hired as a full time or
part time employee will be eligible for benefits on the same basis as a newly hired
employee, that is, with waiting periods for benefits starting from the date of employment as a full time or part time employee.

For Board Approval

APPENDIX F
Exhibit 1

SAMPLE EMPLOYMENT AT WILL AGREEMENT

This At Will Employment Agreement ("Agreement") is made and entered into on _____, 20__ by and between _____(insert school name) located at_____ (insert school address) (hereinafter referred to as "School") and _____ (insert employee's full name) whose present residence is_____ (insert employee address) ("hereinafter referred to as "Employee".)

At-Will Employment. THIS IS AN "AT-WILL" EMPLOYMENT AGREEMENT. "AT-WILL" IS DEFINED AS ALLOWING EITHER THE EMPLOYEE OR THE SCHOOL TO TERMINATE THE AGREEMENT AT ANY TIME, FOR ANY REASON THAT DOES NOT VIOLATE STATE OR FEDERAL LAW. EMPLOYEE UNDERSTANDS AND AGREES THAT NOTHING IN THIS AGREEMENT, SCHOOL'S POLICIES, HANDBOOKS, OR OTHER DOCUMENTS SHALL BE CONSTRUED TO ALTER THE "AT-WILL" NATURE OF EMPLOYEE'S EMPLOYMENT.
Employee's initials: _____.

SCHOOL prohibits any and all forms of discrimination and harassment based on age, disability, race, color, sex, sexual orientation, gender, gender identity, pregnancy and pregnancy related conditions including childbirth, religion, genetics, military or veteran status, national origin, or any other reason prohibited by law in any of its programs, services, activities or employment.

Whereas, in consideration of the mutual covenants set forth below, Employer agrees to hire Employee as an at will employee and Employee agrees to work for Employer on an at will basis as set forth in this Agreement.

I. DUTIES

A. Name of Position

The Employee shall be employed in the capacity of _____ (insert title of the position.) Nothing in this agreement shall hinder the employer from changing the title of the position and/or assignment(s) of Employee in the discretion of the School's Principal and the needs of the School and may be changed by the School's Principal at any time upon notice to Employee.

B. Essential Job Functions

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The essential job functions or duties of this position are as follows:
Employee shall also perform such other duties as are customarily performed by other persons in similar such positions, as well as such other duties as may be assigned from time to time by the Employer to meet the mission of the school.

C. Duties

Employee shall devote all of his/her working time, attention, knowledge, and skills to faithfully discharge the duties and Employer's business interests and shall do so in good faith. faithfully discharge The Employee further acknowledges they will not engage in any form of activity that produces a "conflict of interest" with those of the School unless agreed to in advance and in writing. The Employee shall serve in his or her assignment at the direction of the School's Principal. The Employee is subject to the School's charter, charter agreement, the School's employee handbook, and the School's policies and procedures. Additionally, the Employee may be required by the School's Principal to perform additional duties directly or indirectly related to the Employee's assignment, including carline duty, planning and participating in school events and extracurricular activities, and planning and participating in staff development. The Employee shall maintain any required certification.

D. Administrative Leave.

At any time during the term of this Agreement if the School Principal deems it to be in the best interest of the School, the School Leader may place the Employee on administrative leave with full pay and benefits. Such administrative leave shall continue until the School Leader decides otherwise.

E. Loss of Funding.

Any loss or reduction in the School's anticipated or appropriated federal, state, or other funding may, at the discretion of the School, result in Employee furlough, reduction of salary, or termination of employment.

F. Term

Unless the Employee's at-will employment is terminated by either party, the term of this Agreement is from July 1, 20__ through June 30, 20__. The Employee agrees to render acceptable service for _____ days during the term of this Agreement.

G. Background Check

The Employee's at-will employment is subject to a criminal record history check with the South Carolina Law Enforcement Division and a background check with the National Sex Offender Registry.

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H. Tuberculosis Test.
The Employee's at-will employment is subject to the Employee presenting a health certificate certifying that the Employee does not have tuberculosis in an active stage.

I. Place of Employment
Employee agrees that their essential duties shall be primarily rendered on school premises or at such other places as the Employer shall in good faith require to conduct school operations including but not limited to extracurricular activity locations and fieldtrip locations.

II. COMPENSATION TERMS

A. Compensation
Employee shall receive an annual salary of $_____ Dollars ($_____.00) per [hour/week/month] payable in equal bimonthly installments on the [___ days] of each month. {Or: a wage of $____ per hr./day/week payable _____.] School shall deduct or withhold from compensation any and all sums subject to applicable payroll taxes and withholdings in accordance with federal, state, and local law.

B. Additional Compensation [if applicable]
Additional compensation shall be provided in the amount of (insert amount) under the following [conditions/terms]:

C. Exempt Status [if applicable: School MUST designate either Exempt or Non Exempt Status]
Employee understands that at all times he/she are employed as a salaried/exempt employee and, therefore, he/she is not entitled to overtime wages. Employee shall not receive overtime compensation for the services performed under this Agreement, unless specifically agreed to in writing.
Employee's initials: _____

OR

Non-Exempt Status [if applicable: School MUST designate either Exempt or Non Exempt Status]
Employee understands that at all times he/she is employed as a non-exempt employee, and therefore, he/she is entitled to overtime wages. Overtime work must be authorized in advance in writing by the appropriate personnel and procedure according to School policy, and the Employee shall adhere to

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any time-keeping procedures established by the School. Employee's initials: _____

D. Benefits.
The School shall provide the Employee with benefits, which may include health, dental, and/or vision insurance.

F. Vacation. Employee shall have _____ days of vacation in accordance with the vacation policy of the School.

III. TITLE IX

School does not discriminate on the basis of sex in any education program or activity that it operates, including admission and employment. School is required by Title IX of
the Education Amendments of 1972 and the regulations promulgated through the U.S. Department of Education not to discriminate in such a manner. Inquiries about the application of Title IX to School may be referred to School's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the Department of Education, or both.
The following individual will serve as the OCS Title IX Coordinator:
Name
Mailing Address
Phone Number
Email

IV. TERMINATION

A. "At Will" Employment
Employee's employment with Employer is "at will." "At will" is defined as allowing either Employee or Employer to terminate the Agreement at any time, for any reason permitted by law, with or without cause and with or without notice. Termination under this Agreement occurs at the earlier of the expiration of the term defined in Section I. F. or when either the Employee or Employer terminates this Agreement.

B. Return of Property and Information Upon Termination
Employee agrees that upon termination, he/she will return to the School Leader all school property, keys, passwords, equipment, laptop computer, records, and information in Employee's possession. School may withhold Employee's final paycheck until Employee returns all School property in his/her possession to School, and Employee agree that this sentence constitutes sufficient notice of such withholding pursuant to Section 41-10-40(C) of the South Carolina Payment of Wages Act.

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V. MISCELLANEOUS

A. Entire Agreement
This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

B. Modifications
Any changes, modifications, revisions, or amendments to this Agreement can only take effect when mutually agreed upon by and between the parties to this Agreement and reduced to a written instrument signed by the Employee and the School Leader or her/his authorized designee.

C. Severability of Agreement
Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the
parties may agree to renegotiate the terms affected by the severance.

D. Governing Law
South Carolina law governs this Agreement.

OPTIONAL: E. Submission to Drug Testing
Employee agrees and understands that it is the policy of Employer to maintain a drug-free work place. Employee consents to a pre-hire drug test. Employee understands that Employer has the right, upon reasonable suspicion, to demand that Employee immediately undergo testing for the presence of illegal or inappropriate drug usage.

E. No Waiver.
A party's delay in exercising a right under this Agreement does not constitute a waiver of that right.

F. No Assignment or Delegation.
The Employee shall not assign rights or delegate duties under this Agreement.

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THE RELATIONSHIP BETWEEN SCHOOL AND EMPLOYEE IS STRICTLY THAT OF EMPLOYMENT AT-WILL, ALLOWING EITHER THE EMPLOYEE OR THE SCHOOL TO TERMINATE THE AGREEMENT AT ANY TIME, FOR ANY REASON THAT DOES NOT VIOLATE STATE OR FEDERAL LAW.

The parties agree to the terms of this Agreement, above.

_____ _____
Employee's Signature Date

_____
Employee's Name Printed

_____ _____
School Leader's Signature Date

For Board Approval

APPENDIX G

SAMPLE PROFESSIONAL PERSONNEL HIRING AND RECRUITMENT POLICY

SECTION 1. Purpose
The purpose of this Hiring Practices Policy is to provide the guidelines and parameters for hiring School personnel other than the School Leader.
The School's ultimate goal is to attract and retain highly competent individuals who share the school's mission and who will provide the best educational opportunities possible for our students.
SECTION 2. At-Will Employment Status.
Employees of School are "at-will" unless otherwise designated through an express written contract executed with the Board of Directors. "At-will" is defined as allowing either the employee or the school to terminate the employment relationship at any time, with or without notice and for no reason or any reason that does not violate local, state or federal law; likewise, the employee can terminate the employment relationship at any time with or without notice and with or without cause as long as such action does not violate local, state, or federal law.
SECTION 3. Non-Discrimination/Equal Opportunity Employer.
School provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to age, disability, race, color, sex, sexual orientation, gender, gender identity, pregnancy and pregnancy related conditions including childbirth, religion, genetics, military or veteran status, national origin, or any other reason prohibited by law in accordance with applicable federal, state, and local laws. This policy applies to all terms and conditions of employment including hiring, placement, promotion, termination, layoff, transfer, leaves of absence, compensation, and training. To that end, School assures that all applicants for employment (as well as all current employees) are given equal consideration based solely on job-related factors, such as, but not limited to, the following: qualifications, experience, performance, fit with School mission and culture, and availability.
Please see Policy _____ for complete statement of Non-discrimination and Equal Employment Opportunity.
SECTION 4. Establishment and Funding of Positions
With the recommendation and input from the School Leader, the Governing Board shall vote and approve a budget encompassing all positions and funding for employment. The School Leader will have the authority to hire, supervise, and evaluate all other school employees.
SECTION 5. Recruitment.

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SECTION 5.1 The School Leader (or her/his designee) shall draft or revise a job description for any and all open positions. These job openings and descriptions will be posted internally simultaneously with external advertisement, while giving first preference to internal candidates in scheduling interviews and considering comparable qualifications. Job openings shall be posted at a minimum on the school website, the Sponsor website if available and appropriate as an option, the Public Charter School Alliance of South Carolina jobs board, and CERRA. Job descriptions prepared by the School serve as an outline only. Due to school needs, job duties may be required that are not within the written job description. Job descriptions may be revised with or without advance notice to employees.

SECTION 5.2 All announcements for positions and vacancies shall include a statement of the Schools' policy of nondiscrimination on the basis of age, disability, race, color, sex, sexual orientation, gender, gender identity, pregnancy and pregnancy related conditions including childbirth, religion, genetics, military or veteran status, national origin, or any other reason prohibited by law. Job announcements shall include only the following information: title of the position, full or part time status, salary range, job description including essential job duties, certification requirements, start date, EEO statement, and Title IX Coordinator name and contact information (mailing address, phone number and email).

SECTION 5.3. The School may elect to hire a qualified internal candidate in lieu of or in addition to publicly posting the position.

SECTION 5. Applications and Interviews

The receipt of and the first screening of applications will occur by {HR, School Leader or School Leader designee??} in consultation with those responsible for filling the position, including the appropriate supervisor. All applicants must submit at a minimum an application, resume or CV, and three professional non-relative references. Once a pool of candidates has been screened, interviewing for a specific position will begin, and will be scheduled through the [HR department or School Leader designee or other designated personnel]. In some cases, more than one interview will occur and, for some positions, staff input into the selection process will be considered and/or implemented. At the time of the interview process, if a candidate is seriously being considered for the position, all references will be verified. When applicable, verification of credentials will also be necessary. All offers are contingent upon the successful completion of a criminal history background check.

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

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SECTION 6. Criminal and National Sex Offender Background Checks.
All offers of employment are contingent upon the successful passage of a criminal background screening and a background check with the National Sex Offender Registry.
SECTION 7. Offer Letter.
Upon selection of a candidate, the School Leader shall issue a letter offering employment. The letter shall contain at a minimum the following: an at-will statement, the title and job description of the position, the salary/pay/benefits, an EEO statement reflecting the policy of the School, the name and contact information of the Title IX Coordinator, and instructions on how to accept or decline the offer.
SECTION 8. Hire.
Prior to the first day of employment, the employee and School Leader shall execute an at-will Employment Agreement. (Unless the Board of Directors has decided to execute an express written employment contract with the employee instead. Such a decision shall be made in collaboration with the School Leader).
On or before the first day of work [HR/School Leader/School Leader Designee/Other Designated Personnel] shall ensure all necessary tax forms and personnel forms are completed including a W-4, I-9, E-verify, and all other required documentation. Within three business days of the first day of paid work, PSA shall confirm the employment eligibility of all new hires by examination and documentation of the presentation of appropriate documentation required for the completion of the I-9.
SECTION 9. SC Wage and Payment Act.
Each new employee shall be notified in writing at the time of hiring (individually or by posted notice) of the normal hours and wages agreed upon, the time and place of payment, the deductions which will be made from the wages (including insurance payments), and the other benefits due to an employee under any employer policy or employment agreement (including vacation, holiday, and sick leave policies). Employees who will be eligible for bonuses or other incentive payments will be notified of the time when such payments will be made.
SECTION 10. On-Boarding and Training.
All employees will be required to participate in the School annual on-boarding and training and all other required training. Each employee shall be given the updated Employee Handbook during the annual onboarding and training. Each Employee Handbook shall include the at-will disclaimer in capital letters and underlined on the first page, and each employee shall sign and date immediately under such disclaimer. Additionally, each employee shall sign an acknowledgment of receipt of the Employee Handbook and/or Update. {HR/School Leader/School Leader Designee/Other Designated Personnel} shall ensure that for employees hired after the annual on-boarding and training, new employee orientations will take place within a week of hiring

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date, and the Employee Handbook and required signatures described above shall be executed on the first day of paid work.

New employee orientation and training should include, at a minimum:

- Welcome
- Tour
- Introductions
- Discussion of handbook (sign)
- Discussion of school mission, organizational structure, schedules, and charter
- Introduction to the key components of the school's culture, values, and any other information about how you operate (and how you don't)
- Discussion of when benefits will commence
- When appropriate, an introduction to a mentor and expectations for the mentor and mentee

SECTION 10. Relatives.

School may refuse to hire or assign a relative in a position where the appearance of or potential for favoritism or conflict exists or where otherwise prohibited by law. Employees shall also be prohibited from making hiring, firing, or other decisions impacting the terms or conditions of employment of relatives.

A relative of a member of the Board of Directors cannot be an employee.

For Board Approval

APPENDIX H

SAMPLE EMPLOYEE TIME SCHEDULE POLICY

SECTION 1. Employee Time Requirements

SECTION 1.1. Full-time employees are expected to work a minimum of (7 ½ hours) daily on premises (including lunch) unless otherwise permitted by the school's (Principal or other title).

SECTION 1.2. Part-time employees are expected to work on school premises for the minimum numbers for which they are contractually or otherwise hired to work unless otherwise permitted by the school's (Principal or other title).

SECTION 2. Office Business Hours

SECTION 2.1. The official business hours of the [Insert School Name] are (8:00am to 5:00pm), Monday through Friday, excluding holidays as scheduled on the Governing Board-approved school year calendar.

SECTION 3. Reporting Times

SECTION 3.1. Reporting times for all employees are established by the (Principal or other title) based on job function/school needs. Teachers' scheduled reporting times must be at least 15 minutes prior to the beginning of the instructional day and their departure times no fewer than 15 minutes after the end of the instructional day. Principal must be on duty at least 15 minutes before and after the established hours for teachers in the school, are responsible for the supervision of school activities and operations extending beyond the regular school day and are on call in case of emergencies.

SECTION 4. Tardiness

SECTION 4.1. Punctuality is critical for the safety of students and to meet the school's mission.

SECTION 4.2. For non-exempt employees, tardiness will result in a reduction in pay or leave. For exempt employees, the pay may not be reduced due to tardiness. For exempt employees, absences of one-half or more of the scheduled work hours (3.75 or more hours) shall result in a reduction of

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leave, and absences for a full workday shall result in a reduction of leave or pay.

SECTION 4.3. For *all* employees, exempt and non-exempt, being punctual is part of the professional duties and responsibilities. Fulfillment of professional duties and responsibilities is a factor in employees' evaluations and continuation of employment. Tardiness and/or early departures may result in disciplinary action up to and including termination for failure to fulfill the professional duties and responsibilities for all employees.

SECTION 5. Breaks

SECTION 5.1. Employees shall be provided with reasonable unscheduled break periods at times not disruptive to the work duties to accommodate personal health and hygiene needs such as restroom breaks or lactation by nursing mothers.

SECTION 5.2. Scheduled lunch periods may not be taken at the beginning or end of the workday to allow late arrival or early departure unless expressly permitted by the (Principal or other title) in writing. Abuse of break periods may result in disciplinary action up to and including termination for failure to fulfill the professional duties and responsibilities.

SECTION 6. Professional Planning

SECTION 6.1. Planning is an integral part of teachers' schedules and is not to be considered "free time" for the pursuit of personal interests unrelated to the duties of the position.

SECTION 6.2. Planning time and professional learning time will be scheduled by the (Principal or other title) based on the needs of the school and the needs of the individual teacher.

SECTION 6.3. Scheduled planning time should be balanced among collaborative planning, professional learning, and individual planning time. Planning/professional learning time may be used for activities including, but not limited to, the following:

- Meetings with horizontal grade level teams
- Meetings with vertical grade level teams
- Meetings with subject area teams
- Common planning time with other faculty members
- Individual lesson planning
- Individual grading of assignments

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- Completion of required paperwork
- Maintaining grade books and other student records
- Maintaining the classroom and school environment, including bulletin boards
- Observing other teachers
- Professional learning
- Communicating with parents/guardians

SECTION 6.4. Abuse of planning/professional learning periods may result in disciplinary action up to and including termination for failure to fulfill the professional duties and responsibilities.

SECTION 7. Attendance Outside of Normal Work Hours
SECTION 7.1. For exempt employees, the (Principal or other title) may require earlier minimum start times or later minimum departure times to ensure the safety of students and/or smooth operations as part of the professional duties and responsibilities.
SECTION 7.2. If, to ensure student safety and smooth district operations, early arrival or late departure is required on a regular basis, the (Principal or other title) should develop when feasible a worksite plan that equitably distributes additional duties among staff members.
SECTION 7.3. (Principal or other title) may also require attendance at additional community or educational meetings or school functions as part of the duties and responsibilities for exempt employees. Fulfillment of professional duties and responsibilities is a factor in employees' evaluations.
SECTION 7.4. Teachers are also required to remain after school (two) days per week for faculty meetings or other professional responsibilities defined by the (Principal or other title).
SECTION 7.5. Non-exempt employees should not work more than the minimum work hours unless they receive prior written approval from the (Principal or other title) in accordance with School procedure for obtaining overtime permission.
SECTION 7.6. The (Principal or other title) may adjust reporting times on particular days in order to require paraprofessionals to attend afterschool meetings such as staff meetings and PTA meetings.
SECTION 8. Documentation of Time
SECTION 8.1. For the purpose of safety, oversight, and compliance with wage regulations, all employees shall sign in upon arrival and sign out prior to leaving for the day. In the event an employee leaves mid-day and returns, the employee should sign out upon leaving and sign back in upon return.
SECTION 8.2. The Employee sign-in shall be placed in a conspicuous location.

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APPENDIX I

SAMPLE PROFESSIONAL PERSONNEL COMPENSATION POLICY

SECTION 1. Salary Schedules
SECTION 1.1. The [Insert School Name] recognizes that providing adequate compensation to employees is critical to attracting and retaining a highly qualified staff. The Governing Board shall adopt a salary schedule to be utilized for all (certified and/or classified) personnel. The adopted salary schedule shall be the basis for determining compensation of employees.
SECTION 1.2. The (Principal or other title) is authorized to maintain and administer the compensation plan adopted by the Board and to develop regulations for administering that plan. The compensation plan shall be fair, commensurate with comparable scales in the public education field, internally consistent, and within the resources available to the [Insert School Name].
SECTION 1.3. Certificated employees will be compensated according to their job classification and certificates or licenses.
SECTION 2. Prorated Salaries
SECTION 2.1. Professional personnel who are employed after the beginning of the regular school year, or who are separated from the school prior to the close of the regular school year, or who are absent from duty without pay during any part of the required period of employment shall be entitled to prorated salary. The amount of proration shall be determined by dividing the total actual salary earned during the school year by the total possible earnings during the same period. The quotient, converted to a percentage, shall be applied against the stated monthly salary rate to ascertain the prorated amount of each of the monthly paychecks.
SECTION 3. Salary for Higher Certificates
SECTION 3.1. Salary placement for all teachers shall be from the T-4 track until they have a valid certificate higher than a T-4 on file with the school's office.
SECTION 3.2. Pay increases for advanced degrees shall take effect the start of the next fiscal year unless board resolution to amend the budget takes place or the current year budget has anticipated the increase in salary due to an advanced degree. Pay increases (may/may not) be considered retroactive to the date of the earned degree.
SECTION 4. Unused Sick Leave
SECTION 4.1. The Board herein authorizes that all employees who retire shall be compensated for unused sick leave. [Or: at a rate equal to one-half (1/2) of the daily pay rate for day-by-day substitute teachers that is in effect during the fiscal year in which they retire, provided advanced notification of retirement has been made and the budget reflects reimbursement for unused sick leave. Nothing in this policy shall prohibit the Governing Board from amending the budget to allow for reimbursement of sick leave.]

For Board Approval

SECTION 4.1.1. Payment for accumulated sick days will be paid to the estate of employees who die subsequent to reaching eligibility for retirement without penalty is authorized.

SECTION 5. Certificates and Licenses

SECTION 5.1. Each certificated employee will hold the appropriate certificate or license for his/her assignment as required by the state standards and accreditation and by the requirements set forth in the School Charter, Charter Contract, By-Laws, Policies, and/or Employment Agreement Any employee who fails to obtain or renew the appropriate certificate or license will have employment terminated or will be reduced to substitute pay for a defined period of time prior to procurement of appropriate certification or termination.

SECTION 6. Prior Service

SECTION 6.1. The Board will grant newly employed teachers steps on the salary schedule for verified outside teaching experience in accordance.

SECTION 6.1.1. The initial placement for all newly employed teachers with prior service will be Step 1 of the appropriate track until they have certified records of such prior service on file in the school's office.

SECTION 6.1.2. Pay will be retroactive if verification of acceptable prior service is received within 90 days of employment.

For Board Approval

APPENDIX J

SAMPLE PROFESSIONAL PERSONNEL VACATION POLICY

SECTION 1. Vacation Eligibility

SECTION 1.1. The [Insert School Name] authorizes annual leave for benefits eligible personnel employed on a twelve-month basis.

SECTION 1.2. Personnel employed on a twelve-month basis but not at 100 percent shall receive a prorate portion of earned leave.

SECTION 2. Earned Leave

SECTION 2.1. Leave, provided on a prorated basis according to percentage of time worked shall be:

Less than ten years of service	(3.750) hrs. per pay period
Ten to twenty years of service	(4.875) hrs. per pay period
Twenty or more years of service	(5.625) hrs. per pay period

SECTION 2.2. Employees on 220-day assignment are authorized annual leave as follows:

Less than ten years of service	(1.0227) hrs. per pay period
Ten to twenty years of service	(2.0454) hrs. per pay period
Twenty or more years of service	(3.0681) hrs. per pay period

SECTION 2.3. An employee may accrue annual leave days up to a maximum of (225.00 hours (30 working days)).

For Board Approval

APPENDIX K

SAMPLE PROFESSIONAL PERSONNEL DUTIES AND RESPONSIBILITIES POLICY

SECTION 1. Care of Students

SECTION 1.1. All certified and classified staff shall at all times comply with the Standard Code of Conduct for Educators published by the South Carolina Board of Education, particularly as it pertains to the care of students.

SECTION 1.2. All teachers shall exercise a vigilant care over the conduct of their students in the schoolroom, on the playgrounds, and at school sponsored functions both on and off campus.

SECTION 2. Extracurricular Conflicts of Interest

SECTION 2.1. Staff employed by the [Insert School Name] shall not teach, tutor, coach or provide other services for pay during the regular school year or prior to school years in which the staff member may conceivably teach the pupil.

SECTION 3. Conferences, Meetings, and School Sponsored Events

SECTION 3.1. Teachers shall attend all regular conferences and special meetings, or events called by the (Principal or other title), and no excuse for absence from such meetings shall be allowed other than such as would justify absence from regular sessions of the schools.

SECTION 4. Detention of Students

SECTION 4.1. Detention of students in the school after dismissal of their classes shall not be allowed except by written consent of the parent or guardian, and diligence must be given to proper prior notification to parents of students to be detained. Students not doing satisfactory work may be required to report to school for conference or other assignments on Saturday or other non-regular school time at the discretion of the (Principal or other title) and ability of parent(s)/guardian(s).

SECTION 4.2. Proper notification of detention must be given to parents/guardians such that transportation of students by the parent/guardian may be arranged.

SECTION 5. Discipline

SECTION 5.1. Teachers shall at all times remain respectful in tone, words, and disposition when disciplining students either formally or informally.

SECTION 5.2. Expectations for behavior shall be clearly articulated annually in a Student Handbook, with parents and students by staff, and signed by students, parents, and staff. Furthermore, expectations shall be posted in the classrooms and around the school grounds.

SECTION 5.3. Discipline shall be done in a timely, judicious manner and staff shall endeavor to be fair and impartial.

SECTION 5.4. Formal disciplinary action of students shall never be conducted publicly. Furthermore, discipline of students is considered confidential and shall not be discussed outside of the essential need to know school officials such as the attending teacher, (Principal or other title), other designated

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administrator, guidance counselor, or members of a Student Support Team or the parent or guardian.
SECTION 5.5. Teachers shall keep appropriate records of disciplinary action that is truthful and impartial. Parents shall receive prompt communication of all formal disciplinary action.
SECTION 6. Faithful Attendance and Punctuality
SECTION 6.1. Teachers shall render in writing to the (Principal or other title) an excuse for absence or tardiness of more than 15 minutes in connection with school duties during the month.
SECTION 6.2. Teachers who expect to be absent from school duty for any cause that can be foreseen shall notify the (Principal or other title) at least forty-eight hours before time of absence and secure permission as needed.
SECTION 6.4. The (Principal or other title) retains the right to deny absence using personal days on days directly preceding or following a holiday or break, during established staff development or conference days, or on any day which the absence, due to special factors, might conceivably impact operation of the school or negatively impact student achievement.
SECTION 6.5. The (Principal or other title) shall maintain record of attendance and tardy records of staff and shall provide timely feedback in writing for issues of faithful attendance or punctuality. Communication shall be placed in the Employee's personnel file.
SECTION 7. Faithfulness to Duties and Responsibilities
SECTION 7.1. Teachers shall begin classes punctually at the appointed time and shall devote themselves exclusively to the instruction and care of the students.
SECTION 7.2. Teachers shall adequately plan for instruction and maintain accurate and up-to-date records of instruction, assessment, and student progress.
SECTION 8. Provisions for Leaving the School Campus
SECTION 8.1. No staff member, unless provided for in the job description or expressly provided permission by the (Principal or other title) for singular incidents, shall leave the school building or grounds before the time for general dismissal.
SECTION 8.2. Such person shall sign out on the register, indicating the reasons for leaving early.
SECTION 9. Records and Reports
SECTION 9.1. Every teacher shall keep an accurate and permanent record of the attendance and scholastic standing of students under his/her instruction, and behavior and shall make such reports, including but not limited to (mid-semester and semester) report cards as designated by the [Insert School Name], to the parent or guardian.
[Optional: SECTION 9.2. The parent or guardian shall sign the report card and return it to the teacher immediately.]

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SECTION 9.3. Prior to dismissal for the summer, teachers shall complete all closing student and classroom records including but not limited to: SST files, permanent records, report cards, inventory, receipts and money tally.

SECTION 10. Sectarian Teaching

SECTION 10.1. School recognizes that religion has had and continues to have a significant role in the social, cultural, political, and historical development of civilization. The proper role of religion in the public schools is in its educational value and not in religious endorsement. One of the primary purposes of a public school is to teach about the world that has been and the world that is, the role that religion has played in the historical and social development of humanity is essential to the curriculum. Teachers shall follow the requirements of the adopted curriculum related to instruction of topics of a religious nature (such as middle school social studies curricula). Any standards which cover religious topics shall be taught in a factual manner using resources approved by the (Principal or other title).

SECTION 10.2. School including its employees shall neither promote or denigrate any particular religion, religion in general, or lack of religious belief. Instead, the School encourages all students and employees to tolerate each other's views.

For Board Approval

APPENDIX L
SAMPLE PERSONNEL ASSIGNMENT POLICY

The (Principal or other title) shall make assignments of all personnel throughout the [Insert School Name]. Assignment of school personnel shall be based on a consideration of the best interests of the total educational program, as well as sustainability of school operation.

For Board Approval

APPENDIX M

SAMPLE PERSONNEL EVALUATIONS POLICY

SECTION 1. Staff Observations and Evaluations

SECTION 1.1. The (Principal or other title) shall be formally evaluated by the Governing Board on at least an annual basis using an established evaluation instrument adopted by the Governing Board.

SECTION 1.2. Each certified staff member shall be formally observed and evaluated by the (Principal or other title) on at least an annual basis using an established evaluation instrument adopted by the Governing Board.

SECTION 1.3. Each classified staff member shall be formally evaluated by the (Principal or other title) on at least an annual basis using an established evaluation instrument adopted by the Governing Board.

SECTION 1.4. The (Principal or other title) shall provide a copy of the observation rating, notes, and any other documentation obtained or used during observation or evaluation.

SECTION 1.4.1. The Employee shall have the right to acknowledge acceptance of the evaluation or to dissent and provide written commentary related to the dissent; however, the document, regardless of acknowledgment or dissent, shall remain a part of the staff member's personnel record throughout the duration of employment.

SECTION 1.4.2. Employees may elect to follow the school's grievance policy related to dissent of any evaluations. The decision of the Governing Board or its designated committee is considered final.

For Board Approval

APPENDIX N
SAMPLE PERSONNEL REDUCTION IN FORCE POLICY

SECTION 1. Reduction in Force Definitions

SECTION 1.1. To ensure achievement of the charter's mission and responsible stewardship of public funds, the [Insert School Name] Governing Board may approve necessary reductions in the number of certified or classified employees, consistent with existing law.

SECTION 1.2. A reduction-in-force is any personnel action to reduce the number of employees in one or more job classifications to equal the number of needed positions or funding available for positions.

SECTION 1.3. Necessary reductions-in-force of employees shall be conducted in a non-discriminatory manner that serves the best interests of the school and causes minimal disruption to students and school operations.

SECTION 1.4. The Governing Board authorizes the (Principal or other title) to develop administrative regulations to implement this policy.

SECTION 2. Reasons for Reductions in Force and Implementation

SECTION 2.1. Reductions-in-force of employees may be necessary as a result of circumstances including, but not limited to, the following:

- Declines in student enrollment;
- Reductions or shortfalls in local, state or federal funding or in other funding anticipated in the approved budget;
- School reorganization;
- Cancellation or reduction of programs

SECTION 2.2. If the (Principal or other title) determines that a reduction-in-force is necessary, the (Principal or other title) shall, after consideration of the program needs of the [Insert School Name] present to the board for its approval a plan detailing why the reduction-in-force is needed and how it will be implemented.

SECTION 2.3. Factors that may be considered in the reduction-in-force plan for prioritizing employees within each job classification for reduction include, but are not limited to, the professional expertise, effectiveness/student performance growth, the employee performance evaluation, the employee record of attendance and the employee professional discipline record. Where demonstrated competence and expertise are determined to be equal among employees, other factors such as level of certification, length of continuous service with the [Insert School Name] and other factors may be considered among others in order to make recommendations for the termination or downgrading of employment.

SECTION 2.4. In developing a reduction-in-force plan, due consideration shall be given to the following if appropriate:

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- Realignment of employees through attrition or reassignment, and/or consolidation of programs.
- Qualifications of employees required to maintain successful school operations and programs.
- Minimization of impact on students.

SECTION 3. Specific Exclusions

SECTION 3.1. This policy shall not apply to the abolition of specific job classes or positions based upon specific program needs, department changes, or reorganization within a department or the school.

SECTION 3.2. This policy shall not apply to positions or job classes abolished or reduced as a result of the cessation or reduction of special grant programs. The abolition or reclassification of any such job class or position shall be accomplished only in accordance with a plan recommended by the (Principal or other title) and approved by the Governing Board that specifies:

- The reasons for abolishing or reclassifying these positions;
- The positions to be abolished or reclassified;
- The procedure by which the persons holding these positions may be selected in other positions, if appropriate, at the same or at a lower job classification and may be given preference for up to six (6) months in applying for the same or other positions.

For Board Approval

APPENDIX O
SAMPLE CLASSIFIED PERSONNEL OVERTIME PAY POLICY

SECTION 1. Overtime Pay

SECTION 1.1. Overtime pay is defined as that time worked in excess of forty (40) paid hours in any work week, Sunday through Saturday, and is identified as either emergency or planned and having prior approval of the (Principal or other title.)

SECTION 1.1.1. The forty (40) hours are defined as actual hours worked and do not include hours or days for which the employee was paid for leave time such as sick leave, personal leave, annual leave, etc.

SECTION 1.1.2. Rest periods, meal periods, or breaks are not required by the FLSA; however, when breaks are given, breaks of up to 20 minutes must be counted as time worked.

SECTION 1.1.3. A bona fide meal period of 30 minutes or more that occurs during the scheduled workday is not hours worked if the employee is completely relieved from duty for the purpose of eating a meal. The employee is not relieved if they are required to perform any duties, whether active or inactive, while eating.

SECTION 1.2. The [Insert School Name] Governing Board authorizes overtime in accordance with this policy and with administrative regulations set forth by the (Principal or other title).

SECTION 2. Eligible Employees

SECTION 2.1. Employees employed in an executive, administrative, or professional capacity (including teachers and school administrative personnel) as provided for under FLSA (Fair Labor Standards Act) are considered "exempt" under FLSA and are legally not entitled to pay for overtime work.

SECTION 2.2. All other employees may be considered "non-exempt" under FLSA and are legally entitled to pay for overtime work, earned compensatory time, or other salary increments, as provided by law.

SECTION 3. Certification of Hours Worked

SECTION 3.1. All employees are required to sign in and out daily to certify hours worked and eligibility for overtime pay.

SECTION 3.1.1. An hourly employee may not work overtime unless specifically authorized in writing by the direct supervisor or the School Leader or in the School Leader's absence, the acting senior school administrator. The written approval must include a description of the work being approved and anticipated time for completion. Any violation of the policy may lead to discipline up to and including discharge. Overtime eligible employees who fail to sign in and/or out are not eligible to collect overtime pay for unverified hours worked.

SECTION 3.1.2. Unauthorized overtime may result in disciplinary action for supervisors
and/or employees.

For Board Approval

APPENDIX P
SAMPLE EMPLOYEE DRESS CODE POLICY

SECTION 1. Purpose of Employee Dress Code

School believes that our appearance at work reflects the professionalism of our roles as staff, faculty, and administrators. It also establishes a positive and respectful school climate and sets an example of success for our students. Employees shall consider themselves professionals and should always dress to gain respect from those with whom they come in contact and to model success for students. As such all employees are expected to contribute to a professional atmosphere that enhance learning, prevents disruptions, avoids safety hazards, and serves as a positive example for students. All employees in the performance of their employment are expected to dress professionally and appropriately at all times. Accordingly, School has adopted the following requirements to ensure an educational atmosphere that is conducive to learning:

SECTION 2. Dress Code

SECTION 2.1. An employee who is inappropriately dressed, in the opinion of the (Principal or other title), may be sent home and required to return to work in acceptable attire and may be subject to discipline up to and including termination.

SECTION 2.2. Inappropriate dress and appearance includes but is not limited to:

- Clothing and/or accessories distracting or detracting from the learning environment, such as piercings, controversial tattoos, revealing or provocative clothing or unprofessional hairstyles;
- Wearing an undergarment as an outer garment or any clothing revealing the employee's undergarments;
- Denim jeans except for approved days or otherwise appropriate for specific work projects or days such as professional development days
- Leggings or tights, except under skirts, dresses, or jumpers;
- Warmup pants/suits or overalls;
- Sweatshirts/T-shirts, except for specified days as approved by School Leader;
- Clothing or accessories with slogans or advertisements, by words or symbols which advocates the use of alcoholic beverages, tobacco, marijuana, vaping, and/or or a controlled substance;
- Clothing not in good condition, i.e. with holes, rips, or tears;
- Flip flops;
- Clothing with thin straps or low necklines, without straps, which is too tight or too short, which does not cover an employee's waist or mid-riff, and tube tops.

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SECTION 2.3. Appropriate dress and appearance includes but is not limited to the following:

- Dress shirts, sport shirts with collars, polo shirts, sweaters, shirts without collars as professional and appropriate;
- Dress or casual slacks, skirts of modest length, skorts, dresses, jumpers, Capri pants, cropped pants. Shorts may be worn by employees who teach physical education, by employees while involved in athletic coaching of BCSD students, and as otherwise allowed by school Principal.
- Shoes worn may be casual, business, boat shoes, sport shoes, heels, or flats. Employees are to wear footwear suitable for walking on multiple surfaces during the workday and suitable for their specific job functions and responsibilities.

SECTION 3. Special Circumstances.
SECTION 3.1. Exceptions may be made by the School Leader {or Supervisor} based on an employee's individual medical needs.
SECTION 3.2. It is recognized there may be special circumstances or situations in which an employee may not dress as he/she normally would, including but not limited to field trips, field days, work days, and other days as approved by the School Leader [or Supervisor].
SECTION 3.3. The BCSD respects the religious and cultural diversity of our community. School Leaders and Supervisors are directed to make reasonable accommodations for employees who, because of a sincerely held religious belief or cultural heritage, request a waiver or exception of a particular guideline or appearance.
SECTION 4. School Leader [or Supervisor] Discretion.
The enforcement of these requirements shall be the responsibility of the School Leader [or Supervisor]. The above requirements cannot capture all employee attire, and School Leaders [or Supervisors] retain the discretion and ability to address employee dress that is unprofessional.

For Board Approval

APPENDIX Q
SAMPLE PROFESSIONAL ORGANIZATION AND LABOR UNION POLICY

SECTION 1. Rights of Employees

SECTION 1.1. Every employee of the [Insert School Name] shall have the right to freely organize and to join and participate in any professional association.

For Board Approval

APPENDIX R
SAMPLE POSSESSION OF WEAPONS BY EMPLOYEES POLICY

SECTION 1. Purpose of Policy

SECTION 1.1. The [Insert School Name] Governing Board is committed to maintaining a safe environment for all staff and students.

SECTION 1.2. The Governing Board strictly prohibits the possession or use of weapons of any kind at school, at school or school-sponsored activities, while traveling on a school bus, at school bus stops, or in the school safety zone as defined by state statute or rule.

SECTION 2. Definition of Weapon

SECTION 2.1. The term "weapon" means and includes those items listed in applicable SC laws. However, regardless of the definitions and specific instruments defined in said laws, the Board prohibits the possession of weapons of any type or objects which cause bodily harm on school property, in the school safety zone, on a school bus, at school bus stops, and at school-sponsored activities if any such weapon or other object can be used to inflict bodily harm.

SECTION 3. Enforcement of Policy

SECTION 3.1. Employees and other persons who bring weapons or other objects which cause bodily harm to school, school transportation, school functions, or within the school safety zone shall be subject to prosecution under the provisions of law.

SECTION 3.1.1. Specifically, an employee found guilty of possession of a weapon or other object which causes bodily harm at school, at school or school-sponsored activities, while traveling on a school bus, at school bus stops, or in the school safety zone shall be subject to disciplinary action, up to and including termination.

SECTION 4. Specific Exclusions

SECTION 4.1. School resource officers are exempt from this policy when discharging their professional duties or otherwise acting in an official capacity at the school site, school transportation and bus stops, at a school-sponsored event, and within the school safety zone.

For Board Approval

APPENDIX S
SAMPLE PROFESSIONAL PERSONNEL UNENCUMBERED LUNCH POLICY

SECTION 1. Provisions for Unencumbered Lunch

SECTION 1.1. Every teacher who is employed for Kindergarten to 5th grade for more than 1/2 of the class periods of the regular school day will have a duty-free daily lunch period of not less than 30 consecutive minutes included in the number of hours worked.

SECTION 1.2. For extreme and unavoidable extenuating circumstances including but not limited to: fieldtrips and special events, staff duty free lunch provisions may be suspended within the School Leader's discretion to ensure that students and staff are kept safe.

SECTION 1.3. Additional Compensation shall not be offered in place of unencumbered time unless there exists an extreme and unavoidable circumstance that requires teachers to work during their unencumbered time to ensure the safety and welfare of students and staff.

For Board Approval

APPENDIX T
SAMPLE PROFESSIONAL PERSONNEL STAFF MEETINGS POLICY

SECTION 1. Staff Meetings

SECTION 1.1. Regular staff meetings are a necessary part of the school operation and continuation of the school's mission. The school (Principal or other title) will provide a schedule for staff regularly scheduled staff meetings.

SECTION 1.2. Special staff meetings for professional learning, accreditation, and/or workshops as deemed necessary shall be called by the (Principal or other title).

SECTION 1.3. All staff members are required as part of their teaching/employment responsibilities to attend any or all such meetings. Staff are expected to be present on time and prepared according to the agenda provided by the (Principal or other title).

For Board Approval

APPENDIX U
SAMPLE PROFESSIONAL PERSONNEL ADDITIONAL DUTIES POLICY

SECTION 1. Additional Duties

SECTION 1.1. Supervisory and clerical responsibilities are a necessary function of the school's operation. The (Principal or other title) of the school shall assign or designate supervisory and clerical responsibilities as necessary for the smooth, efficient operation of the school to professional and/or clerical personnel as part of their teaching/employment responsibilities.

SECTION 1.2. Staff assigned to these responsibilities are expected to be present on time for duty and to stay throughout the entire duty time unless otherwise approved by the (Principal or other title). Staff members unable to be present for an assigned duty are expected to obtain prior permission by the (Principal or other title) or to ensure a suitable replacement is found to cover the duty.

SECTION 1.3. Unless otherwise approved by the (Principal or other title), non-school employees are not permitted to fulfill duties of staff members.

SECTION 2. Supplemental Pay

SECTION 2.1. In some instances, Supplemental Pay may be provided for professional personnel whose duties require them to work an extended school day or school year.

SECTION 2.2. Work for which Supplemental Pay is provided shall be adequately described with appropriate payment schedules established. Duties for which Supplemental Pay is provided are beyond the usual duties required as part of the regular school day and are included as part of the annual budget.

SECTION 2.3. The (Principal or other title) is authorized to determine position specifications, payments, schedules, and payment procedures for the implementation of this policy. The (Principal or other title) may, at their discretion, submit for the approval of the Governing Board a request for Supplemental Pay when warranted.

SECTION 2.4. Any and all authorization and agreement for Supplemental Pay must be in writing signed by both the School Leader and employee with a determination of any effect on exempt/non-exempt employee status, and in accordance with the provisions of this Policy including SECTION 2.2 above.

For Board Approval

APPENDIX V
SAMPLE SICK LEAVE BANK POLICY

The Leave Bank provides eligible employees with an emergency bank of paid leave to mitigate the impact of lost wages when faced with a catastrophic illness or injury.

Employees may voluntarily donate vacation or sick leave to the Leave Bank for potential use by another employee who is faced with a catastrophic situation. Eligible employees who have no available paid leave (vacation or sick) remaining may request leave from the Bank if the employee's absence would result in at least 10 days of leave without pay. The reason for the leave must be a catastrophic illness or injury involving the employee or the employee's immediate family (such as a spouse or dependent children).

SECTION 1. Provisions for a Sick Leave Bank

SECTION 1.1. A sick leave bank may be established and maintained for participating employees' voluntary contributions of accumulated sick leave to assist employees in the event of a catastrophic illness or injury.

SECTION 1.1.1. Eligibility is voluntary and available to all full-time or benefits eligible employees who themselves have a catastrophic personal illness or injury or whose child(ren) or spouse has catastrophic personal illness or injury with debilitating consequences beyond their control, and who have exhausted their sick leave and vacation leave (12-month employees). [**Optional**: and has been employed by the School for at least ___ years.]

SECTION 1.1.2. A catastrophic illness or injury is defined as a severe condition or combination of medical conditions that:

- affects the physical or mental health of the individual, and
- results in a life-threatening or life altering condition, and
- requires an extended period of absence from work.

SECTION 1.2. The sick leave bank shall be developed consistent with the requirements of state law and pursuant to any guidelines and procedures developed by the (Principal or other title) and modified from time to time by the sick leave bank committee, as approved by the (Principal or other title).

SECTION 2. Accessing the Sick Leave Bank

SECTION 2.1. Employees may withdraw sick leave days only after petition and approval by a committee consisting of three members selected by the (Principal or other title.)

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SECTION 2.2. Application for donation of days from sick leave shall be by a letter addressed to the (Principal or other title) who will in turn forward the application to the committee members.

SECTION 2.2.1. The letter must be accompanied by a physician's statement that: verifies the catastrophic illness, injury, surgery, or disability; and provides a prognosis of the duration of the disability.

SECTION 2.3. The maximum number of days any employee may receive in a twelve (12) month period is (30 [School can determine the number of days]). Award of sick days is in no way guaranteed and is contingent upon days available in the sick leave bank.

SECTION 2.4. Sick leave granted and used by an employee does not have to be repaid.

SECTION 2.5. If an employee is physically or mentally unable to make a request to the Sick Leave Bank, a family member or agent may file the request on employeer's behalf.

SECTION 2.6. The committee will render a decision on an application for withdrawal within ten (10) working days of its receipt from the applicant. Decision of the committee is considered final (and/but) may/ may not) be appealed to the Governing Board. The Committee may, in its sole discretion:

1. grant the request
2. deny the request
3. offer something less than requested depending on, but not limited to, the reason for the leave, the amount of available leave in the Leave Bank, commitments to other employees, and prior requests by the employee.

SECTION 3. Donating Leave to the Leave Bank

- Employees wishing to donate accrued leave time to the Leave Bank must complete a Donation Form and submit it to School Leader (or Human Resources or other designated position).
- A maximum of up to (10) sick leave days may be donated annually. Leave time must be donated in whole day increments.
- Employees donating leave will have that amount deducted from their accrued balances.
- While employees have the opportunity to share unused leave time, good judgment should be used when donating time to ensure that you do not exhaust your own leave time prior to the year's end.
- If the hours in the Leave Bank are not sufficient and a need arises, the School Leader (or Human Resources Director or other designee) may

For Board Approval

send a communication to employees indicating such a need, but may not coerce an employee(s) to contribute leave time.
- At the end of the calendar year employees can donate unused vacation leave or personal leave, which would otherwise be forfeited.
- All donations of leave are final.

SECTION 3. Additional Provisions

SECTION 3.1 Employees who volunteer to contribute sick or personal leave days are warned that their contribution is in no way guaranteed to be recouped in the event of their own illness or disability.

SECTION 3.2. If an employee returns to work prior to using all hours granted, the unused hours shall return to the Leave Bank.

SECTION 3.3. The (school name) sick leave policy is in no way affiliated with any other sick leave bank and the sick leave days are non-transferable to any other school or system.

Please contact School Leader (or Human Resources or other designated position) for additional information regarding the Leave Bank.

For Board Approval

APPENDIX W
SAMPLE SALARY DEDUCTIONS POLICY

SECTION 1. Authorization of Deductions

SECTION 1.1. The school is authorized to take regular payroll deductions from employees' gross pay for mandatory requirements such as Federal Income Tax, State Income Tax, Social Security Tax, Retirement and for other purposes that benefit the employee, such as welfare benefits or additional retirement investments.

SECTION 1.2. Payroll deductions may also be made for any officially sanctioned organization, association, or corporation designated by the employee in writing such as the following form:.

AUTHORIZATION FORM FOR DEDUCTION FROM WAGES

I hereby voluntarily request and authorize the Company to deduct from my wages for the pay period ending:

in the amount of $:

The purpose of this deduction is:

DATE:

EMPLOYEE

SIGNATURE:_____

SECTION 1.3. Each employee must provide the (Office manager or other title) with pertinent information relative to withholding tax exemptions and an authorization for other payroll deductions at the time of employment or at least (30 days) prior to deductions being made.

SECTION 1.4. Salaries shall be subject to garnishments as prescribed by a court order or other agency legally enforcing a court order to garnish an employee's wages, and employee shall be notified prior to such withholdings in accordance with local, state, and federal law.

For Board Approval

APPENDIX X
SAMPLE STAFF DEVELOPMENT POLICY

SECTION 1. Staff Development Requirements of the School
SECTION 1.1. The [Insert School Name] shall provide quality staff development opportunities for board members and employees which is aligned with the mission of the school and addresses compliance with federal, state and local requirements, as well as best practices.

SECTION 1.2. Each year the (Principal or other title) shall create and present to the Governing Board a staff development plan which is aligned with the school improvement and strategic plans.

SECTION 2. Documentation of Professional Development

SECTION 2.1. Proper documentation of course credits and professional learning units ("PLUs") will be maintained on file and utilized to support employees through re-certification.

For Board Approval

APPENDIX Y
SAMPLE STAFF COMPLAINTS AND GRIEVANCES POLICY (Non-Title IX)

SECTION 1. Intent of the Policy

SECTION 1.1. The purpose of this policy is to provide a mechanism for employees or applicants to reach solutions to problems, disputes, or controversies at the lowest administrative level, as fairly and as expeditiously as possible.

SECTION 1.2. This policy also addresses employees or applicants who allege discrimination or harassment on the basis of sex, sexual orientation, gender, gender identity, pregnancy including pregnancy related conditions including childbirth, race, color, religion, national origin, age, genetics, military or veteran status, or disability and all other legally protected classifications.

SECTION 1.2. School prohibits—and will not tolerate—conduct that creates an intimidating, hostile, or offensive work environment based on race, color, religion, sex, age, disability, national origin, ancestry, marital status, genetics, military or veteran status, citizenship status, pregnancy and related conditions including childbirth, and/or other status or condition protected by applicable federal and/or state laws.

The School prohibits all personnel from engaging in any harassment of other employees or other persons with whom employees have contact during work time.

SECTION 2. Definitions

SECTION 2.1. Complaint - A complaint means any claim or grievance by an employee who is affected in his or her employment relationship by an alleged violation of applicable statutes, policies, rules, regulations, or written agreements with which the Board is required to comply. In accordance with this policy, a complaint may also be filed by a job applicant in accordance with federal, state, and local law.

SECTION 2.2. Employee - Employee shall mean any person hired by the Board to perform services either full or part-time.

SECTION 2.3. Business Days - Business Days shall mean working days exclusive of Saturday, Sunday, or official holidays unless otherwise noted.

SECTION 2.4. Administrator - Employee possessing that degree of administrative authority.

SECTION 2.5. Parties in Interest - Any persons involved in the processing and investigation of the complaint.

SECTION 2.6. Complaint File - A file maintained by the (Principal of other title) containing documents relevant to the complaint. This shall be separate from the personnel file and shall be open to parties in interest only.

SECTION 2.7. Board - The Governing Board of [Insert School Name].

For Board Approval

SECTION 2.8. Notification - Means delivery in person to the party entitled to notification, or deposit in the United States Mail, certified mail, return receipt requested, to the last known address of the party notified.

SECTION 3. Procedure for Notice, Hearing Rights, Evidence Representation, Decisions, and Record

SECTION 3.1 This complaint and grievance procedure is applicable to any claim by any employee or applicant of [Insert School Name] who is affected in his or her employment relationship by an alleged violation, misinterpretation, or misapplication of statutes, policies, rules, regulations, or written agreements of with which the school is required to comply; however, complaints or grievances that may fall under the provisions of Title IX shall be referred to the School Title IX Coordinator for appropriate handling in accordance with School's Title IX Policy and all applicable law.

SECTION 3.2. Any employee who believes that he/she has been subject to harassment, or observed harassment, by a co-worker, supervisor, board member, or a third-party shall report the alleged act immediately to the [Human Resources, School Leader, School Leader Designee, or other position]. If possible, the Complaint will be made in writing.

SECTION 3.3. The appropriate personnel identified in SECTION 3.2 above will investigate the complaint in a prompt and appropriate manner. Alternatively, the School Board may ask someone from outside to conduct the investigation who will investigate the complaint in a prompt and appropriate manner. The School will take necessary actions to resolve workplace harassment complaints through internal investigation and shall treat the investigation confidentially, to the extent possible. Any supervisor or other employee found to have engaged in harassment will be subject to appropriate disciplinary action, up to and including termination of employment.

SECTION 4.2. The complainant and all parties in interest shall be adequately notified of the time and place of any meeting or interview for which each will be required to attend as well as any subsequent or follow up meeting or interview of each.

SECTION 4.3. At the conclusion of the investigation, and in the absence of extenuating circumstances, within 10 business days of receiving the Complaint, the investigator shall provide a written decision. Such decisions shall be in writing and dated. Each decision shall contain findings of fact and reasons for the particular resolution reached. The decision reached shall be sent to the complainant and any accused party by certified mail or hand delivered by a person designated by the (School Leader or other title) within five (5) business days of the date of the decision.

For Board Approval

SECTION 4.9. If either the complainant or an accused party is dissatisfied with the decision, he or she must forward a letter requesting an appeal to the (School Leader, Board Chair) within ten (10) working days. The letter requesting the appeal shall be in writing, dated, and include the reason(s) for the appeal and requesting a hearing by the Board. The (insert title) will notify the principal or designee that a timely appeal has been received. A copy of all complaints involving appeal reviews will be forwarded to (insert title).

SECTION 4.3. The Board shall hear the appeal within fifteen (15) business days of receiving the request for the hearing. The complainant and any individual(s) accused of the violation shall be entitled to an opportunity to be heard, to present relevant evidence, and to examine witnesses. All cost and fees shall be borne by the party incurring them unless otherwise agreed upon by the parties

SECTION 4.4. The Governing Board may appoint a member of the State Bar to serve as law officer who shall rule on all issues of law and other objections, but such attorney shall not assist in the presentation of the case for either party.

SECTION 4.5. At the Board hearing, an accurate record of the proceeding must be kept by mechanical means and all evidence shall be preserved and made available to the parties involved. The cost of preparing and preserving the record of the proceedings shall be borne by the Governing Board; provided however, the cost of transcribing the transcript of evidence and proceedings before the Board shall be borne by the party requesting same, and all costs of the records on appeal to the courts shall be paid by the party required to do so by the laws relating thereto.

SECTION 4.10 The complainant and the individual(s) alleged to be in violation are entitled to the presence of an individual of his/her choice to assist in the presentation, defense and hearing of the complaint at the Governing Board level.

SECTION 4.11. The Board, when hearing an appeal from the initial decision, shall hear the complaint de novo. The complainant cannot present additional evidence at the Governing Board level of the complaint process, unless it is determined by the administrator presiding over the complaint that such evidence is relevant to the issues presented at the initial hearing and such evidence was either not made available by the administration or not discoverable by the complainant or unless it is presented and received in writing to the person presiding over the complaint at least five (5) days prior to the set date for the Governing Board hearing.

For Board Approval

The decision reached shall be sent to the complainant and any accused party by certified mail or hand delivered by a person designated by the (School Leader or other title) within ten (10) business days of the date of the decision.

SECTION 4.7. Notice to the complainant and/or any accused party shall be deemed to have been made on the date of hand delivery or on the date of deposit in the U.S. Mail by certified mail, return receipt requested to the address stated in the complaint or, if not contained in the complaint, to the last known address of the complainant on file with the Governing Board.

SECTION 5. Prohibited Reprisal Provision

SECTION 5.1. No reprisals of any kind shall be taken by the Board or by any member of the administration against any complainant or witness or other person as a result of good faith participation in the complaint process. Should any reprisal **by a certificated employee** occur, he or she may refer the matter to the Professional Standards Commission.

SECTION 6. Collection of Information

SECTION 6.1. Nothing in this policy shall be construed to limit any other fact finder or decision maker from using any equitable means available to establish the truth or the circumstances pertinent to the complaint, provided that the complainant and/or any accused party shall have an opportunity to respond to any information considered by the decision maker in reaching a conclusion.

For Board Approval

APPENDIX Z
SAMPLE PERSONAL LEAVE POLICY

SECTION 1. Sick Leave

SECTION 1.1. Full-time employees (twenty or more hours per week) of the school shall be eligible for up to (xxx hours/days) sick leave. Employees paid on a part-time, seasonal, or temporary basis are not eligible for leave benefits.

SECTION 1.2. Sick leave for full time employees is earned at the rate of (xxx) days per month times the number of months worked, with unused days accumulated up to (xxx) days, plus applicable number of days for the current year to a maximum of (xxx) days.

SECTION 1.3. Employees working less than 40 hours per week will earn a pro-rated share of sick leave.

SECTION 1.4. Teachers earn sick leave during their ten-month work year. An employee must be at work or on paid leave 13 days within a month to earn sick leave.

SECTION 1.5. Should an employee not complete a contract, all sick leave days used but unearned will be deducted from the last salary payment. An employee who is absent due to sick leave after tendering resignation will have a resignation effective date as of the last day actively at work unless a physician's statement of disability is provided.

SECTION 1.6. Certified employees who are absent from work may remain on the requisition as long as the teacher is in-state pay status. However, that person will receive full pay for the remainder of unused sick leave. An employee will not be on payroll thereafter unless actually present.

SECTION 1.7. The maximum of (45) days are allowed to be transferred from another public school or public school system.

SECTION 1.8. Upon the approval of the (Principal or other title), an employee may utilize sick leave for the following reasons:

- absence due to illness or injury;
- absence due to exposure to contagious disease necessitated to protect the health of others who might be endangered by his attendance on duty;
- absence due to an illness or death in the employee's immediate family. Immediate family includes spouse, children, mother, father, brothers, sisters, grandparents, in-law equivalent of the above and any relative residing in the employee's home.

SECTION 1.9. Employees absent for other than approved reasons, or absent after sick leave has been exhausted, shall be deducted at their daily rate of pay for each day’s absence not covered by leave or unapproved.

For Board Approval

SECTION 1.10. When an employee terminates employment with [Insert School Name] and immediately retires, he/she will be compensated for unused sick leave hours up to the maximum of (1,000) hours.

SECTION 1.10.1. Retirement requires at least (xxx days) notification and budget adjustments for accumulated and unused sick leave must be approved by the Governing Board.

SECTION 1.10.2. This payment will be made one month after the employee received his/her final check or in the next payroll cycle following board resolution for budget adjustment, whichever comes sooner.

SECTION 2. Personal Leave

SECTION 2.1. Per fiscal year, an employee may use up to a maximum of (three) days of any accumulated sick leave for personal or professional reasons if prior approval of their absence is given by the (Principal or other title.)

SECTION 2.2. No grant of approval for an absence permitted under this policy section shall be conditioned upon disclosure of the specific purpose for which such absence is sought, nor shall any such grant of approval be withheld or denied because of the failure or refusal of the employee to disclose the specific purpose for which an absence is sought, provided that the employee may be requested to state whether the absence is sought under the category of "personal" or "professional" absence.

SECTION 3. Adoption Leave

SECTION 3.1. Employees may use sick leave during the first six (6) calendar weeks of adoption leave. Certification from the adoption agency or the attorney who arranges the adoption is required.

SECTION 4. Vacation for 12 Month Employees

SECTION 4.1. Vacation schedule applies for all twelve month employees. Service refers to continuous [Insert School Name] service.

SECTION 4.2. Annual employees will accumulate vacation on a monthly basis, with the number of days earned calculated by using the total vacation days earned per year divided by twelve. An employee must be at work or on paid leave 13 days within a month to earn vacation leave.

For Board Approval

SECTION 4.2.1. For vacation purposes, the length of employment will be determined on the anniversary date of employment.

SECTION 4.2.2. Earned vacation for 12-month employees shall be calculated as follows):

1 - 5 years service	(12) days
6 -10 years service	(15) days
11 -15 years service	(18) days
16 -20 years service	(21) days
over 20 years service	(24) days

SECTION 4.3. Vacation leave that is unused may not be carried over to the next (fiscal/school) year.

SECTION 4.4. All vacation leave is subject to approval by the (Principal or other title).

SECTION 4.5. At the time of termination, employees will receive pay for earned vacation up to 24 earned days. This may be added to longevity at retirement.

SECTION 4.6. Earned vacation (may/may not) be used in order to extend sick leave.

SECTION 4.7. Holidays for [Insert School Name] twelve-month employees:

No. of Working Days Holidays
(1) New Year's Day
(1) Martin Luther King's Birthday
(1) Spring Holidays (subject to vary yearly)
(1) Memorial Day
(1) Independence Day
(1) Labor Day
(2) Thanksgiving
(7) Winter Holidays (subject to vary yearly)

For Board Approval

APPENDIX AA
SAMPLE SUBSTITUTE TEACHERS POLICY

SECTION 1. Provision for Substitute Teachers

SECTION 1.1. The (Principal or other title) will have the authority to develop and implement a uniform substitute staffing procedure necessary to ensure the orderly and effective operation of schools.

SECTION 1.2. Substitute teachers shall be contracted for any classroom where a permanently hired staff member is absent and where adequate class sizes and supervision cannot be maintained with current staff.

SECTION 1.3. Substitute teachers shall be contracted workers and shall not be eligible for benefits or any other provision of full-time or part-time staff.

SECTION 2. Qualifications of Substitutes

SECTION 2.1. Substitute teachers working less than (30) consecutive days will at a minimum hold a (high school diploma). Substitute teachers working thirty (30) or more consecutive days will at a minimum hold a (bachelor's degree or teacher certification)

SECTION 2.2. Substitute teachers must submit to a background check and fingerprinting prior to beginning work.

SECTION 2.3. Substitute teachers will be paid following the payroll schedule adopted by the school.

SECTION 2.4. The (Board/Principal or other title) shall adopt the rate of pay for substitute teachers each year during the annual budgeting process.

SECTION 3. Additional Provisions

SECTION 3.1. Substitute teachers shall be held to the same standards provided for in the State Board of Education Standard Code of Conduct S.C.

For Board Approval

Code Ann. 43-58 and other policies adopted by the Governing Board of [Insert School Name] in order to preserve the health and safety of students and staff and instructional time of students.

For Board Approval

APPENDIX BB
Mandatory Reporting of Child Abuse Policy

SECTION 1.8. **Sexual Abuse/Exploitation:** Invasion of privacy, or staff voyeurism for sexual gratification including

- an adult employing, using, persuading, enticing or coercing a youth under the age of 18 to engage in any act which involves: sexual intercourse (genital-genital, oral-genital, anal-genital, or oral-anal between persons of the same or opposite sex), bestiality, masturbation, lewd exhibition of the genitals or pubic area of any person, flagellation or torture by or upon a person who is nude, physical restraint of a person who is nude, physical contact in an act of apparent sexual stimulation or gratification with any person's clothed or unclothed genitals, pubic area, buttocks or a female's clothed or unclothed breasts, defecation or urination for the purpose of sexual stimulation, penetration of the vagina or rectum by any object except when done as part of a recognized medical procedure
- conduct by a person who allows, permits, encourages, or requires a youth to participate in prostitution or sexually explicit conduct for the purpose of producing any visual or print medium.

SECTION 1.9. **Youth on Youth Sexual Act:** Contact between any youth (regardless of their ages) that involves:

- Contact between the penis and vagina or the penis and anus, including penetration (however slight); or
- Contact between the mouth and the penis, vagina or anus; or
- Penetration of the anal or genital opening of another person by a hand, finger, or other object.

SECTION 1.10. **Youth on Youth Abusive Sexual Contact:** Contact between youth that involves intentional touching, either directly or indirectly, or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or buttocks when the intent is not to harm or debilitate.

SECTION 1.11. **Youth or Student:** A child who is enrolled as a student at [Insert School Name].

SECTION 1. Mandatory Reporting Requirements

SECTION 1.1. In compliance with related law, the board and all members of the [Insert School Name] staff shall have the responsibility to immediately report all suspicions of child abuse, sexual abuse/exploitation, child neglect, youth on youth sexual act, or youth on youth abusive sexual contact (refer to above definitions) involving any student under the age of 18.

For Board Approval

SECTION 1.2. Reports of the aforementioned suspected abuse or neglect shall be made in writing to the (Principal or other title), who will, within 24 hours, report in writing to the local authorities including but not limited to the Department of Family and Children Services, juvenile court system, and the police department. Abuse suspected by any party other than the parents or guardians will be reported to the parent/guardian immediately.

SECTION. 1.3. Documentation completed by the person making the report shall include all pertinent factual evidence, dates, names, incidents, witnesses, and other evidentiary information causing suspicion of abuse or neglect. Such documentation shall be provided by the (Principal or other title) to the local authorities and retained on file separate from a student's cumulative file.

SECTION 1.4 All board members, employees and volunteers of the [Insert School Name] are required to undergo training as to what constitutes child abuse and neglect, what the state statutes are, and how to properly report such cases.

For Board Approval

APPENDIX CC
SAMPLE NEPOTISM POLICY

SECTION 1. Policy Provisions

SECTION 1.1. Decisions about hiring, promoting, evaluating, compensating, and terminating employees are based on qualifications for the position, ability, and performance. Every attempt shall be made to avoid favoritism, the appearance of favoritism, and conflicts of interest in employment decisions.

SECTION 1.2. This policy expressly prohibits any employees who are family members from working in the same chain of command/reporting relationship.

SECTION 1.2.1. Family members are defined as an employee's parent, child, spouse, domestic partner, brother, sister, grandparent, and any step relationships within the preceding categories.

SECTION 1.3. The policy also prohibits the hiring of any related family members of the Governing Board.

SECTION 1.3.1. Nothing shall prohibit a board member who is related to a current staff member from serving on the Governing Board if such relationship is duly disclosed and the board member appropriately excuses himself or herself from discussion and decisions which may present an actual or potential conflict of interest.

SECTION 1.4. Employees are required to disclose changes in their personal situations, which may be covered under the Nepotism Policy.

SECTION 1.5. The policy is intended to ensure effective supervision, internal discipline, security, safety, and positive morale in the workplace. It also seeks to avoid the perception of favoritism, conflicts in loyalty, and discrimination.

For Board Approval

APPENDIX DD
SAMPLE MANDATORY REPORTING OF EMPLOYEE CRIMES POLICY

SECTION 1. Mandatory Reporting Requirements

SECTION 1.1. Any employee who has committed or charged with committing any of the following specifically identified crimes is required to report to the (Principal or other title) within 48 hours:

1. Murder, voluntary manslaughter, aggravated assault, aggravated battery, or kidnapping, as defined in S.C. Code Ann. 16-1 South Carolina law;
2. Any sexual offense, as provided for in S.C. Code Ann. 16-3-600., or any sexual exploitation of a minor as provided for in S.C. Code Ann. 16-15-375. of South Carolina law;
3. Any offense involving marijuana or a controlled substance, as provided for in Chapter 53 of Title 44 of South Carolina law;
4. Any offense involving theft, as provided for in Chapter 13 of Title 16 of South Carolina law;
5. Unlawfully operating a motor vehicle after being declared a habitual violator, for violating Code Section 56-1-460, Code Section 56-5-2930, Code Section 56-5-2950, or Code Section 56-1-440 of South Carolina law, or any combination.

SECTION 1.2. The (Principal or other title) shall provide in writing notification to the Governing Board about employees reporting crimes or charge of a crime.

SECTION 1.3. If the Governing Board determines that the reported matters warrant investigation, then the Board shall, within a reasonable period of time but not later than 30 days from receipt of the report, transmit such report to the Professional Standards Commission, Ethics Division with a request for an investigation.

SECTION 1.4. The (Principal or other title) and the Governing Board shall have a good faith, reasonable basis to believe that the incident occurred or evidence exists and shall, in the written report, set forth such basis and detail the nature of the incident, evidence, and name of any and all known witnesses; and, in so reporting, South Carolina law provides that the administrator and the Board shall be immune from any civil or criminal liability that might otherwise be incurred or imposed.

SECTION 1.4.1. The willful failure of any administrators to comply with reporting requirements shall be grounds for the State Board of Education,

For Board Approval

Ethics Division to recommend to the Board or the State Board of Education, or both, imposition on the administrator of any of the disciplinary actions set forth in South Carolina State Board of Education Regulation 43-55

SECTION 1.5. The requirements set forth in this policy are in addition to and not a substitute for any and all other reporting requirements related to child abuse which exist under South Carolina law.

For Board Approval

APPENDIX EE
SAMPLE COMMUNICABLE DISEASES POLICY

SECTION 1. Purpose of Policy

SECTION 1.1. The Governing Board intends to ensure that no individual has potentially harmful exposure to infection or diseases.

SECTION 2. Definitions.

SECTION 2.1. **Communicable disease:** a disease that can be directly or indirectly transmitted from one person to another.

SECTION 2.2. **HIV infection**: an infection in which the human immuno-deficiency virus is present.

SECTION 3. Protections

SECTION 3.1. No student shall be denied access to nor shall an otherwise qualified individual be denied employment in the educational programs of the Governing Board solely because he or she is infected with a communicable disease.

SECTION 3.2. A student or employee who is infected with a communicable disease will remain in his or her educational or employment setting unless he or she presents a significant risk of contagion as determined by the Governing Board after consultation with the student's or employee's physician, public health official knowledgeable about the disease and/or the Board's physician if in the judgment of the (Principal or other title) it is necessary to consult a private physician.

SECTION 4. Prevention of Transmission

SECTION 4.1. Each year, the (Principal of other title) shall provide educational opportunities and review of this policy for all employees to become informed concerning transmissions of communicable disease and HIV infection.

SECTION 4.1.1. Education and policy review shall include procedures to reduce the risk of transmitting HIV infection as well as other communicable diseases, including precautions to be taken in handling bodily fluids and blood whenever necessary. Handling blood and body fluids shall be in a manner consistent with the Center for Disease Control's Universal Precautions for Handling Blood and Body Fluids.

SECTION 5. Identification of Potential Risks

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SECTION 5.1. Whether or not an infected individual presents a significant risk of contagion shall be determined based upon reasonable medical judgment given the state of medical knowledge about:

- The nature of the risk; i.e., how long the disease is transmitted;
- The duration of the risk; i.e., how long the carrier is infectious;
- The severity of the risk; i.e., the degree of potential harm to third parties; and
- The probability that the disease will be transmitted and will cause varying degrees of harm.

SECTION 5.1. Once the student's or employee's medical condition has been determined, the (Principal or other title) shall consult with the student's or employee's physician, a public health official knowledgeable about the disease and/or a physician employed by the Governing Board at the option of the Board in order to determine whether reasonable accommodations will allow the student to perform in the classroom or other educational setting or the employee to meet the essential functions of his or her job.

SECTION 5.2. If an accommodation that does not impose undue financial hardship or administrative burdens can be made, then neither student nor employee shall be denied the right to participate in Governing Board programs or to be employed by the Board.

SECTION 5.3. In order that the Board may have time to obtain a reasonable medical judgment concerning the student or employee who is infected by a contagious disease, the (Principal or other title) is authorized to remove the infected student or employee from Board programs or employment for a period not to exceed ten days during which time the Board shall make a decision as to whether the student or employee can be accommodated and does not pose a significant risk to others.

SECTION 5.4. The student or employee shall be excluded only if the Board determines after consultation as provided above that the communicable disease is of such nature or at a stage that the individual should not be in an educational setting.

SECTION 6. Privacy Rights

SECTION 6.1. Neither the Board nor its employees shall disclose medical information about a student or employee with HIV infection or other communicable disease without the consent of the employee or the student or his or her parent or guardian, whichever is applicable, or only as required by law or court order.

For Board Approval

For Board Approval

APPENDIX FF

SAMPLE EMPLOYEES SEEKING OR HOLDING POLITICAL OFFICE POLICY

SECTION 1. Provisions for Employment

SECTION 1.1. Employees seeking public office may request and may be granted a leave of absence in accordance with the Governing Board policy related to leave.

SECTION 1.2. No employee shall engage in any political or campaign activity on his or her own behalf or on behalf of any other candidate during regular working hours or on Governing Board time or property.

SECTION 1.3. The (Principal or other title) may administratively place an employee on involuntary leave of absence if it is determined at any point during a campaign period that the employee's campaign effort interferes with the successful performance of his/her assigned duties.

SECTION 1.3.1. The principal's action may be appealed by the employee to the Board following the provisions of the Complaints and Grievance policy adopted by the Governing Board.

SECTION 1.4. If the employee is elected to membership on the Governing Board, he/she shall either retire or resign, effective the day following installation in office.

SECTION 1.4.1. Continued service on the Board upon successful election to any other public office shall be governed by the capacity of the Board member to perform his/her job duties while holding public office and by the relationship of the Board to the other governmental agency, as well as available position on the Board.

For Board Approval

APPENDIX GG
SAMPLE FUNDRAISING AND SOLICITATION POLICY

SECTION 1. Purpose of the Policy

SECTION 1.1. The [Insert School Name] Governing Board acknowledges that fundraising to benefit the school and other worthy causes is an important part of school operations and student civic instruction.

SECTION 1.2. The policy has been established to provide limitations on the types of fundraising and solicitation appropriate in the school setting.

SECTION 2. Conflict of Interest and Ethical Standards

SECTION 2.1. No employee of the school shall permit or exercise any of his or her time during hours on duty occupied with activities conducted by agents for insurance, stocks, bonds, books, or apparatus, or by lecturers, exhibitors, or other persons not connected with the [Insert School Name].

SECTION 2.2. No advertising of any business or outside enterprise, or announcements of any meeting or entertainment, either orally or circular, shall be made during school hours, except by special permission of the Board or in relation to the school's adopted processes for acknowledging partners in education or other school sponsors.

SECTION 3. Financial Solicitation

SECTION 3.1. No tickets shall be sold in the schools, no appeal for money made, no advertising of any article shall be read to the students of any school, distributed to the school rooms or on the premises, or placed on the walls or fences of any school building, except those articles or pamphlets of special educational value in line with the curriculum or programs of the school and approved by the Governing Board or its designee.

SECTION 4. Selling Restriction

SECTION 4.1. No employee shall be permitted at any time to act as an agent for, or representative of, any corporation or business of any description for the purpose of selling merchandise to the [Insert School Name] or to any of its employees or Governing Board Members, or for the purpose of soliciting or canvassing for profit or personal gain any other [Insert School Name] employee directly or indirectly under his/her supervision or control.

SECTION 4.2. Selling to Students

SECTION 4.3. Staff members are strictly prohibited from selling to students anything of any character for commercial profit or private gain, whether for charity or otherwise, except by special permission of the Governing Board or its designee.

For Board Approval

APPENDIX HH
SAMPLE GIFTS TO STAFF POLICY

SECTION 1. Policy Provisions

SECTION 1.1. Staff members and members of the Governing Board shall not accept a gift, favor, loan, reward, political contribution, gratuity, entertainment, transportation, lodging, or meal from students, parents, or persons who conduct business with [Insert School Name] except those of nominal value (less than $50.00).

SECTION 1.2. Advertising items and instructional products that are widely distributed may be accepted.

SECTION 1.3. Expressions of good will from the community as a token of retirement or a job well done may be accepted with the approval of the (Principal or other title).

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APPENDIX II
SAMPLE STAFF CONFLICTS OF INTEREST POLICY

SECTION 1. Purpose of the Policy

SECTION 1.1. The purpose of this policy is to ensure that staff members uphold their ethical obligation to avoid situations which present an actual or potential conflict of interest that may compromise decision making and effectively executing the duties of the job.

SECTION 2. Endorsements

SECTION 2.1. No employee of [Insert School Name] shall give a written or oral endorsement to any company or representative for promotional purposes for any periodical, book, or product which may be offered for sale to schools, parents or students of the school.

SECTION 3. Non-School Employment

SECTION 3.1. Employees of [Insert School Name] are expected to fulfill their obligations fully and completely to the school as a first priority. Outside employment which would interfere with performance or participation in their duties, either during the course of the regular school day or school sponsored events will not be permitted.

SECTION 3.2. The (Principal or other title) shall make all determinations related to non-school employment. Requests to seek non-school employment are expected in writing prior to engaging in the external employment.

SECTION 4. Personnel Tutoring/Coaching for Pay

SECTION 4.1. The acceptance of gifts or money by personnel from students under their supervision during a school year for coaching or tutoring is prohibited. Whenever the principal, teacher and parents are in agreement that tutoring would be beneficial to a student, arrangements for private instruction may be made under the following conditions:

1. Teachers may not offer private instruction on a fee basis to any student who is presently enrolled in their classes or in likelihood will be placed in their class the upcoming school year. It is incumbent upon professional staff members to assist students in their classes after school and whenever feasible.
2. It is preferred that a tutor be a person who is not on the staff of the school in which a student is enrolled.
3. Tutoring must be done in such a way as not to interfere with the orderly routine of the teacher's regular day and school responsibilities.

SECTION 5. Dual Pay

SECTION 5.1. Employees shall be prohibited from receiving dual pay for

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services rendered during regular working hours. The employee must forfeit the regular pay or the pay from the other agency, organization or individual. Employees may receive payment for services rendered while on non-medical leave or for services performed other than during the regular working day.

SECTION 5.2. The exception to dual pay would be fees paid for jury duty service, according to the Judicial Duty Leave policy adopted by the Governing Board.

SECTION 6. Political Involvement

SECTION 6.1. Employees are afforded the same rights and freedoms of other citizens to campaign and hold political office; however, such rights must comply with the policies set forth by the Governing Board and should not conflict with the duties of employment, represent an actual or potential conflict of interest, or impact the efficient operations of the school or instruction of students.

SECTION 6.2. An employee who participates actively in a political activity shall not be promoted, demoted, transferred, or terminated solely because of his/her political participation.

For Board Approval

APPENDIX JJ
SAMPLE CRIMINAL BACKGROUND CHECK AND FINGERPRINTING POLICY

SECTION 1. Purpose of the Policy

SECTION 1.1. The purpose of this policy is to provide for the protection of students and staff by identifying individuals with backgrounds which may potentially pose risk to the health, safety, and protection of staff, students, and property.

SECTION 2. Hiring

SECTION 2.1. A criminal records check will be conducted at or prior to employment on every person who is employed by the Governing Board of [Insert School Name], including substitutes, for the first time. For this purpose, the applicant shall be fingerprinted as required by state law.

SECTION 2.2. All personnel employed shall be fingerprinted and have a criminal record check within the most recent (five) years or upon any certificate renewal application to the Professional Standards Commission.

SECTION 2.3. Non-certified personnel shall also have criminal record checks on a periodic basis, not to exceed every (five) years, using procedures and schedules to be determined by the (Principal or other title).

SECTION 2.4. Employment offers are contingent upon a satisfactory criminal record check. If the criminal record check reflects that the employee has not been arrested, charged, pled guilty or no contest, or been convicted of any criminal offense other than a minor traffic violation, the Principal shall have the authority without further authorization from the Governing Board to sign on behalf of the Board a standard (employment contract/ at-will agreement) with the conditions of employment and assignment of the employee as previously approved by the Board.

SECTION 2.5. School Resource Officers shall have a criminal record check, physical, and drug and alcohol test prior to being employed by [Insert School Name]. Once employed, School Resource Officer and all staff members who are engaged in safety-sensitive functions or in the Safety and Security Department may be subject to a random drug and alcohol testing.

SECTION 2.6. The (Principal or other title) shall establish such procedures, fees and regulations needed to administer this policy. The cost of such record checks for all personnel shall be paid by the (candidate/employee or the Board).

For Board Approval

APPENDIX KK
SAMPLE PROFESSIONAL PERSONNEL ETHICS POLICY

SECTION 1. Policy Provisions

SECTION 1.1. All employees of [Insert School Name] shall endeavor to act with personal integrity at all times and shall comply with the provisions of the Professional Standards Commission Code of Ethics and any other policies, rules, and regulations adopted by the Governing Board concerning ethical behavior, including, but not limited to conflicts of interest and mandatory reporting of child abuse or neglect.

SECTION 1.2. Employees shall not accept gifts valuing over $25 from vendors or potential vendors looking to work with [insert School Name] without prior approval from the Board of [insert School Name]. Gifts under $25 shall be reported by employees to their supervisor. An individual employee shall not accept gifts totaling more than $100 from an individual vendor or potential vendor.

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APPENDIX LL

SAMPLE EMPLOYMENT APPLICATION

[Insert School Name] fully subscribes to the principles of Equal Employment Opportunity. It is our policy to provide employment, compensation, and other benefits related to employment based on qualifications, without regard to race, color, religion, national origin, age, sex, veteran status, disability, or any other basis prohibited by federal, state or local law. In accordance with the requirements of the Americans With Disabilities Act, it is our policy to provide reasonable accommodation upon request during the application process to eligible applicants in order that they may be given a full and fair opportunity to be considered for employment. As an equal opportunity employer, we intend to comply fully with applicable federal and State employment laws and the information requested on this application will only be used for purposes consistent with those laws. Applications are only accepted for positions currently available and will only be considered for thirty (30) days from today's date or until the position applied for is filled, whichever first occurs.

POSITION APPLIED FOR:_____
DATE: _____

Personal Data

_____
___Name: Last First Middle

Social Security Number: _____

_____
___Street Address City State/Zip Code
Telephone Number

Are you at least 18 years old? Yes No
If not, state your age for child labor law purposes only: _____
Are there any days, shifts or hours you will not work?_____
If yes, please explain:

Are you available for out-of-town work?_____

Will you and can you work overtime, if required?

_____
___

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When will you be able to start work?

_____
___
Have you taken any illegal drugs in the last 30 days?

_____
___

How did you learn of our Company? _____

If referral, who were you referred by:

Have you ever applied or worked here before? Yes No

If yes, provide date: _____

Are you legally authorized to work in the United States: Yes No

Will you now or in the future require sponsorship for employment visa status (e.g., H-1B visa status)? Yes No

Note: The Federal Immigration and Reform and Control Act of 1986 requires that an INS Employment Eligibility Verification "Form I-9" be completed for every new hire and that within 3 business days of beginning work every new hire must present to the employer documentation establishing his/her identity and authorization for work. This federal requirement must be satisfied as a condition of employment.

Have you been convicted of a felony within the last seven years? Yes No

Date of Conviction: _____ Note: Answering "yes" does not automatically exclude you from further consideration for the position. If yes, please explain on the Additional Comments section, including the penalty imposed.

Have you been convicted within the last seven years of misappropriation of funds, embezzlement or other dishonest conduct, an offense involving the use of a weapon, physical assault or other violent crimes? Yes No

If yes, please explain on the Additional Comments section. Note: Answering "yes" does not automatically exclude you from further consideration for the position.

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Have you ever been a defendant in a civil action for an intentional tort (intentional commission of a wrongful act)? Yes No

If yes, include nature of the intentional tort and the disposition of the action in the Additional Comments section. Note: Answering "yes" does not automatically exclude you from further consideration for the position.

Name:_____ Social Security:_____

Driving Record (Answer only if driving is a requirement of the job for which you are applying)

Do you have a valid drivers license? Yes No
State_____ License No.:_____
Have you had any tickets? Yes No
If yes, please explain:
_____
_____
___
Has your license ever been suspended or revoked? Yes No If yes, please explain:
_____
_____
_____
Do you have any DUI or DWI convictions? Yes No
If yes, please state when you were convicted and explain:
_____
_____

Additional Comments (Use the space below to supply any additional information relevant to the job applied for)

_____
_____
_____
_____

Education (May or may not be considered depending on job applied for)

Describe any educational degrees, skills, training or experience that are relevant to the job applied for:

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Name, City and State of Educational Institution

Graduated? Yes No

If no Degree, Credits earned

Type of Degree Received or Expected
Major
Minor

Grade Point
Overall GPA

High School

College or University

Technical/GED/Other

Licenses, Certifications/Other

Employment History **(Please complete for all full-time or part-time employment beginning with most recent employer)**

Company Name Telephone #

Address

Dates Employed From To

Name of Supervisor May we contact? Yes No Rate of Pay Start Last

State job titles and describe job duties

Reason for leaving

Company Name Telephone #

Address

Dates Employed From To

Name of Supervisor May we contact? Yes No Rate of Pay Start Last

State job titles and describe job duties

Reason for leaving

Company Name Telephone #

Address

Dates Employed From To

Name of Supervisor May we contact? Yes No Rate of Pay Start Last

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_____State job titles and describe job duties

_____Reason for leaving

_____Company Name Telephone #

_____Address

Dates Employed From To

_____Name of Supervisor May we contact? Yes No Rate of Pay Start Last

_____State job titles and describe job duties

_____Reason for leaving

Please explain any gaps in your employment history.

_____

_____

Have you ever been discharged or forced to resign? Yes No If yes, explain:

_____

Did you receive any discipline in the last 12 months of active employment? Yes No
If yes, please explain: _____

_____

Were you given a performance evaluation within the last 12 months of active employment? Yes No If yes, what was the range of scores used and what was your score?_____

Have you signed any non-compete or non-solicit agreement with any other employer that might restrict you from working for this company? Yes No If yes, please explain:

_____

(You may be required to furnish a copy of the agreement)

Military (Complete only if you served in the military)

Branch of Service:_____

Number of Years/Months of Service: _____

Rank at Discharge:_____

Date of Discharge:_____ Reason for leaving: _____

Describe any military skills, training or experience you believe are relevant to the job applied for:

_____

APPLICANT'S ACKNOWLEDGMENT

I certify that the answers given herein are true and complete to the best of my knowledge. I understand that any misrepresentations, omissions of facts or incomplete answers in any application document will disqualify me from further consideration for employment. I further understand that, if employed, any misrepresentations or omissions of facts in any application document will be cause for my dismissal at any time without prior notice.

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I understand that, if employed, my employment is not for a specific term and may be terminated by me or my Employer(s) with or without notice or cause at any time. I further understand that no oral promise, Employer(s) policy, custom, business practice or other procedure (including the Personnel Handbook or any personnel manuals) constitute an employment contract or modification of the at-will employment relationship between me and the Employer(s).

I understand that applicants for certain positions may be required to qualify for employment based on additional employment criteria. For example, I may be required to take job-related tests; take a driver's examination; submit to a background investigation; take a pre- employment drug test. If I am offered employment or start work before any required test is completed, my employment is contingent on a satisfactory result on all required tests. I authorize [Insert School Name] to release the results of background checks (if any) and my pre-employment drug/alcohol test (if any), any information on this application and any relevant information about me whom I have applied for employment, and release [Insert School Name] from any and all claims related to the lawful release of this information. I further authorize the release of any background check results of any drug/alcohol test to any state or federal authority requesting such information and in response to a valid subpoena or other legal document.

I acknowledge that this application will remain active for 30 days from this date. If I have not heard from the Company at the conclusion of this 30-day period, it is my responsibility to complete a new application if I still
wish to be considered for employment.

Signature:_____ Date: _____

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APPENDIX MM
SAMPLE TITLE IX SEXUAL HARRASSMENT POLICY AND GRIEVANCE PROCESS

The definition of "Sexual Harassment" is found in Section II.B of this Policy. Instructions for making a report or complaint of sexual harassment are found in Section II.J.1. The "Title IX Grievance Process", is Section III, and procedures for filing a formal complaint to initiate the grievance process is found in Section III.A

I. RESTATEMENT OF POLICY PROHIBITING DISCRIMINATION ON THE BAIS OF SEX.

Per Title IX of the Education Amendments Act of 1972 ("Title IX"), as well as the South Carolina Human Affairs Law (SC Code Sec. 1-13-10 et seq., among others, the [School] does not discriminate on the basis of sex in its educational programs and activities and/or the provision of educational opportunities including employment and admissions. All forms of sex-based discrimination, including sexual harassment are prohibited in the [School]

II. TITLE IX SEXUAL HARASSMENT POLICY.

A. Application of This Policy.

While all forms of sex-based discrimination are prohibited in the school, the purpose of this policy is to address, and only to address, sexual harassment as defined in Title IX and Sec. II.B, below, that occurs within the educational programs and activities of the school, and to provide a grievance process for investigating and reaching a final determination of responsibility for a formal complaint of sexual harassment. The "Title IX Grievance Process" is set out in Sec. III below. While the School must respond to all "reports" it receives of sexual harassment, the Title IX Grievance Process is initiated only with the filing of a formal complaint.

The purpose of this Policy, however, is to address, and only to address, sexual harassment as defined in Title IX that occurs within the educational programs and activities of the school. For harassing conduct which does not meet the definition of sexual harassment under Title IX and this Policy, the School's response will be governed under other applicable laws and policies per Board policy.

This Policy shall apply to all students, employees, and any third party who contracts with the School to provide services to School students or employees, upon School property or during any school program or activity.

Nothing in this policy will be construed to confer on any third party a right to due process or other proceedings to which student and employee respondents are entitled under this policy unless such right exists under law. Volunteers and visitors who engage in sexual harassment will be directed to leave school property and/or be reported to law enforcement, the South Carolina Department of Social Services, or other authorities as appropriate. A third party under the supervision and control of the school system will be subject to termination of contracts/agreements, restricted from access to school property, and/or subject to other consequences, as appropriate.

The [School Leader] shall have overall responsibility for implementing this Policy, and shall annually appoint a Title IX Coordinator as that position is described in Section II.C, below. **The name and contact information for the**

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Title IX Coordinator shall be updated and disseminated annually in accord with the Title IX requirements.

B. Definitions.

As used in this Policy and the Title IX Grievance Process, the terms below shall have the meaning ascribed.

"Actual knowledge" occurs when the School's Title IX Coordinator or ANY employee of the School (other than a "respondent" or alleged harasser) receives a notice, report or information or becomes aware of sexual harassment or allegations of sexual harassment.

"Complainant" is an individual who is alleged to be the victim of conduct that could constitute sexual harassment, whether or not that person files a report or formal complaint.

"Days" shall mean calendar days, but shall exclude non-weekend days on which the School office is closed (e.g., holidays, office-wide vacations), or any weekday during the school year on which school is closed (e.g., snow days).

"Decision Maker" means persons tasked with: the responsibility of making initial determinations of responsibility (at times referred to as "initial decision maker"); or the responsibility to decide any appeal (at times "appeals decision maker") with respect to formal complaints of sexual harassment in accordance with the Title IX Grievance Process.

"Determination of Responsibility" is the formal finding by the decision-maker on each allegation of Sexual Harassment contained in a Formal Complaint that the Respondent did or did not engage in conduct constituting Sexual Harassment Under Title IX.

"Formal Complaint" means a document filed by a complainant, the complainant's parent/guardian, or the Title IX Coordinator, alleging sexual harassment against a respondent, and requesting that the district investigate the allegation of sexual harassment.

"Respondent" is an individual who is reported to be the individual accused of conduct that could constitute sexual harassment.

"Sexual harassment" prohibited under Title IX and by this policy is conduct on the basis of sex (including, without limitation, gender, sexual orientation, and/or gender identity), occurring in a school system education program or activity that satisfies one or more of the following:

1. A school employee conditioning an aid, benefit, or service of an education program or activity on an individual's participation or refusal to

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participate in sexual conduct irrespective of whether the conduct is welcomed by the student or other employee;
2. Unwelcome sex-based/related conduct determined by a reasonable person to be so severe, pervasive, AND objectively offensive that it effectively denies a person equal access to the education program or activity (this standard requires consideration of all the facts and circumstances, including, but not limited to, the ages and disability statuses of the harasser and victim and the number of individuals involved and their authority; OR

3. Sexual assault, dating violence, domestic violence, or stalking as defined in
state or federal law. Behaviors that constitute sexual harassment may include, but are not limited to:

i. Sexually suggestive remarks or jokes;
ii. Verbal harassment or abuse;
iii. Displaying or distributing sexually suggestive pictures, in whatever form (e.g.,
drawings, photographs, videos, irrespective of format);
iv. Sexually suggestive gesturing, including touching oneself in a sexually suggestive manner in front of others;
v. Harassing or sexually suggestive or offensive messages that are written or
electronic;
vi. Subtle or direct propositions for sexual favors or activities;
vii. Touching of a sexual nature or groping; and
viii. Teasing or name-calling related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct.

Note: Incidents of the above conduct would still need to satisfy one or more of the criteria in paragraphs 1-3 of this definition.

Sexual harassment may be directed against a particular person or persons, or a group, whether of the opposite sex or the same sex.

The context of behavior can make a difference between conduct falling within the technical definition of Sexual Harassment Under Title IX and conduct of a sexual nature that is offensive or hostile in itself, but which does not arise to the level within that definition. School policies prohibit both, but for purposes of its Title IX obligations the School must address reports or complaints of conduct which may constitute sexual harassment as defined above, under this specific, limited scope Policy and Title IX Grievance Process. Except as used in other laws (e.g., Title VII) or policies pertaining to harassment,

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including of a sexual nature, other than Title IX sexual harassment, all references to "sexual harassment" in this policy mean sexual harassment that meets the above definition.

Conduct that satisfies this definition is not sexual harassment for purposes of this policy if the conduct occurred (1) outside the United States or (2) under circumstances in which the school system did not have substantial control over both the harasser/respondent and the context in which the harassment occurred.
NOTE: Regarding Concurrent Enrollment and Dual Enrollment, Extended Learning Opportunities, 3rd Party Distance Learning and Other Alternative Instructional
Programs:

Under federal regulations, in order for the School to have jurisdiction over conduct that would otherwise meet the definition above of sexual harassment, the School must have substantial control over both the respondent and the context in which the harassment occurred. In general, this will mean that unless such learning program is occurring upon district property, conduct otherwise meeting the definition of sexual harassment within that program, may not be subject to this policy.

"Supportive Measures" are free, non-disciplinary, non-punitive, individualized services and shall be offered to the complainant, and may be offered to the respondent, as appropriate. These measures may include, but are not limited to, the following:

1. Counseling;
2. Course modifications;
3. Schedule changes; and
4. Increased monitoring or supervision
5. [school may add additional types of supportive services (non-punitive/disciplinary)].

Such measures shall be designed to restore or preserve equal access to the School's education programs and activities without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the School's educational environment and/or deter sexual harassment. Supportive measures shall remain confidential with exclusive exceptions stated required in Sec. II.E, below.

C. Title IX Coordinator.
The Title IX Coordinator shall respond promptly to all general reports as well as formal complaints of sexual harassment. the Title IX Coordinator shall

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receive general and specific reports of sexual harassment and coordinate the School's responses to both reports and formal complaints of sexual harassment so that the same are prompt and equitable. In addition to any other specific responsibilities assigned under this Policy, or as assigned by the {School Leader] the Title IX Coordinator will be responsible for:

1. Meeting with a complainant, and informing the parent/guardian once the Title IX Coordinator becomes aware of allegations of conduct that could constitute sexual harassment as defined in this Policy;
2. Identification and implementation of supportive measures;
3. Signing or receiving formal complaints of sexual harassment;
4. Engaging with the parents/guardians of parties to any formal complaint of sexual harassment;
5. Coordinating with School and school-level personnel to facilitate and assure implementation of investigations, and remedies, and helping to assure that the School otherwise meets its obligations associated with reports and complaints of sexual harassment;
6. coordinating with the [School Leader/School Board] with respect to assignment of persons to fulfill the School's obligations, both general and case specific, relative to this Policy (e.g., investigator, decision makers, etc.; this may involve the retention of third party personnel.);
7. coordinating with School personnel to assure appropriate training and professional development of employees and others in accordance with Sec. II.D of this Policy; and
8. helping to assure that appropriate systems are identified and maintained to centralize sexual harassment records and data.

In cases where the Title IX Coordinator is unavailable, including unavailability due to a conflict of interest or other disqualifying reason (see Sec. II.G, below), the School Leader shall assure that another person with the appropriate training and qualifications is appointed as acting Title IX Coordinator for that case, in such instances "Title IX Coordinator" shall include the acting Title IX Coordinators.

D. Training.

All School employees shall receive regular training relative to mandatory reporting obligations, and any other responsibilities they may have relative to this Policy.

Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, must receive training on the definition of sexual harassment, this Policy, the scope of the School's education program or activity, and how to conduct an investigation (including

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the requirements of the reporting and the Title IX Grievance Process, including hearings, appeals, and information resolution processes). The training must also include avoiding prejudgment of the facts, conflicts of interest and bias.

Decision-makers must also receive training on issues of relevance of questions and evidence, including when questions about the complainant's sexual predisposition or prior sexual behavior are not relevant.

Investigators must receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

Materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, must not rely on sex stereotypes, must promote impartial investigations and adjudications of formal complaints of sexual harassment, and must be made available to the public as provided in Sec. II.H of this Policy.

E. Confidentiality.

The School will respect the confidentiality of the complainant and the respondent as much as possible, however, some information may need to be disclosed to appropriate individuals or authorities. All disclosures shall be consistent with the School's legal obligations and the necessity to investigate allegations of harassment and take disciplinary action. Examples of required disclosure include:

1. information to either party to the extent necessary to provide the parties due process during the Title IX Grievance Process;
2. information to individuals who are responsible for handling the School's investigation and determination of responsibility to the extent necessary to complete the School's grievance process;
3. mandatory reports of child abuse or neglect to DSS or local law enforcement (per Board policy);
4. information to the complainant's and the respondent's parent/guardian as required under this Policy and or the Family Educational Rights and Privacy Act ("FERPA"); and
5. reports to the South Carolina Department of Education regarding violations of the Standards of Conduct for Education Professionals.

Additionally, any supportive measures offered to the complainant or the respondent shall remain confidential to the extent that maintaining such confidentiality would not impair the ability of the school to provide the supportive measures.

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Except as specified above, the School shall keep confidential the identity of:

1. Any individual who has made a report or complaint of sex discrimination;
2. Any individual who has made a report or filed a formal complaint of sexual harassment;
3. Any complainant;
4. Any individual who has been reported to be the perpetrator of sex discrimination;
5. Any respondent; and
6. Any witness.

Any supportive measures provided to the complainant or respondent shall be kept confidential to the extent that maintaining such confidentiality does not impair the ability of the School to provide the supportive measures.

F. Retaliation Prohibited.

Retaliation against any person who makes a report or complaint, or against any person who assists, participates, or refuses to participate in any investigation of an act alleged in this Policy is prohibited. Actions taken in response to materially false statements made in bad faith, or to submitting materially false information in bad faith, as part of a report or during the Title IX Grievance Process do not constitute retaliation. A finding of responsibility alone is insufficient to conclude that a person made a materially false statement in bad faith. Complaints of retaliation with respect to reports or formal complaints of sexual harassment shall be filed under the School's general grievance process.

G. Conflict of Interest.

No person designated as a Title IX Coordinator, investigator, decision-maker, nor any person designated by the School to facilitate an informal resolution process, may have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

H. Dissemination and Notice.

The School shall include in all student and employee handbooks, and shall make [publicly available on the school's website] {OR, BUT only if the School does not maintain a website} [available to members of the public as government records] the following information:

1. The School's policy of non-discrimination on the basis of sex.

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2. the title, name, office address, email address, and telephone number of the Title IX Coordinator that shall be updated annually;
3. the complaint process;
4. how to file a complaint of sex discrimination or sexual harassment;
5. how the School will respond to such a complaint; and
6. a statement that Title IX inquiries may be referred to the Title IX Coordinator or to the Assistant Secretary for Civil Rights.

The same information shall be provided to all persons seeking employment with the School, or seeking to enroll or participate in the School's educational programs or activities.

Additionally, the School will make this Policy, as well as any materials used to train personnel as required under Sec. II.D [publicly available on the school's website] {OR, BUT only if the School does not maintain a website} [available to members of the public as government records].

I. Records and Record Keeping.

1. For each report or formal complaint of sexual harassment, the School, through the Title IX Coordinator, must create, and maintain for seven (7) years, record of:
   a. Any actions, including any supportive measures,
   b. The basis for the School's conclusion that its response was not deliberately indifferent; and
   c. Documentation which:
      - If supportive measures were provided to the complainant, a description of the supportive measures taken designed to restore or preserve equal access to the School's education program or activity; or
      - If no supportive measures were provided to a complainant, explains the reasons why such a response was not clearly unreasonable in light of the known circumstances.
2. In addition, the School shall maintain the following records for a minimum of seven (7) years:
   a. Records for each formal complaint of sexual harassment, including:
      - Any determination regarding responsibility, including dismissals;
      - Any disciplinary sanctions imposed on the respondent;

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- Any remedies provided to the complainant designed to restore or preserve equal access to the School's education program or activity;
- Any appeal and the result therefrom;
- Any informal resolution process and the result therefrom;

b. All materials used to train Title IX Coordinators, investigators, and decision-makers.

J. Reports of Sexual Harassment, Formal Complaints and District Responses.

1. Report of Sexual Harassment.

NOTE: A report does not initiate the formal Title IX Grievance Process. That process is begun only upon the filing of a formal complaint under the procedures set out in II.J.3, and III.A, below.

Any person may report sexual harassment whether relating to her/himself or another person. However, if any School employee – other than the employee harasser, or the Title IX Coordinator – receives information of conduct which may constitute sexual harassment under this Policy, s/he shall, without delay, inform the Title IX Coordinator of the alleged sexual harassment. Failure to report will subject the employee to discipline up to and including dismissal.

A report of sexual harassment may be made at any time, in person, by mail, by telephone, electronic mail, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Additionally, while the School strongly encourages reports of sexual harassment to be made directly to the Title IX Coordinator, the report may be made to any School staff member, including, for instance, a counselor, teacher or principal.

If the Title IX Coordinator is the alleged respondent, the report or formal complaint may be made directly to the School Leader, who shall thereafter fulfill the functions of the Title IX Coordinator regarding that report/complaint, or delegate the function to another person.

NOTE: For any allegation of sexual assault on a student under the age of 18, such conduction shall be reported immediately to the SCDSS and other appropriate authorities. If the alleged respondent (perpetrator) is a person holding a license or credential from the South Carolina Department of Education (i.e., "credential holder"), then a report shall also be made.

2. School Response to Report of Sexual Harassment.

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The School will promptly respond when there is actual knowledge of sexual harassment, even if a formal complaint has not been filed. The School shall treat complainants and respondents equitably by providing supportive measures to the complainant and by following the Title IX Grievance Process prior to imposing any disciplinary sanctions or other actions that are not supportive measures against a respondent. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

As soon as reasonably possible after receiving a report of alleged sexual harassment from another School employee or after receiving a report directly through any means, the Title IX Coordinator shall contact the complainant to:

i. discuss the availability of and offer supportive measures;
ii. consider the complainant's wishes with respect to supportive measures;
iii. inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and
iv. explain to the complainant the process for filing a formal complaint.

3. Formal Complaints.

Pursuant to federal regulations, and this Policy, a formal complaint that contains an allegation of sexual harassment and a request that the School investigate the allegations is required before the School may conduct a formal investigation of sexual harassment or take any action (other than supportive measures) against a person accused of sexual harassment. Once a formal complaint of sexual harassment is received by the Title IX Coordinator, the Title IX Coordinator shall commence the Title IX Grievance Process set out in Sec. III below. The process for filing a formal complaint is set forth in Sec. III.A.

4. Limitation on Disciplinary Action.

In no case shall the School impose disciplinary consequences or sanctions against a respondent who has been accused of conduct which may constitute sexual harassment, until the Title IX Grievance Process has been completed.

5. Emergency Removal and Administrative Leave.

At any point after receiving a report or formal complaint of sexual harassment, the Title IX Coordinator (or other School official charged with a specific function under this Policy or the Title IX Process: e.g., investigator, decision maker, etc.) may request the School Leader to direct that an individualized

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safety and risk analysis be performed to determine whether a respondent student is an immediate threat to the physical health or safety of any person. In the event that the safety and risk analysis determines that the respondent student does present an immediate threat to the physical health and safety of any person, the District may remove that student, provided that such removal is in full compliance with the IDEA, a student's IEP and or 504 plan if applicable. Such emergency removal shall not be disciplinary. However, the School must provide the respondent with notice and an opportunity to challenge the decision immediately following the removal, and shall continue to offer educational programming until a final determination is made pursuant to the Title IX Grievance Process.

The Title IX Coordinator shall keep the School Leader informed of any employee respondents so that he/she can make any necessary reports to the South Carolina Department of Education in compliance with applicable administrative rules. In appropriate cases, the School Leader may place an employee respondent on non-disciplinary administrative leave.

III. TITLE IX GRIEVANCE PROCESS.

The Title IX Grievance Process is used only upon the filing of a formal complaint of sexual harassment as described in Sec. III.A, below. The provisions of Section I of the Policy are incorporated as part of the Title IX Grievance Process. Upon receipt of a formal complaint of sexual harassment, the Title IX Coordinator will coordinate the School's efforts to comply with its responsibilities related to the Title IX Grievance Process.

A. Process for Filing a Formal Complaint of Sexual Harassment.

The Title IX Grievance Process is initiated by way of a formal complaint ("complaint" or "formal complaint") filed by the complainant, the complainant's parent/guardian, or the Title IX Coordinator. The complainant may file a complaint or choose not to file a complaint and simply receive the supportive measures. If the Complainant does not file a complaint, the Title IX Coordinator may sign a formal complaint, but only if initiating the grievance process against the respondent is not clearly unreasonable in light of the known circumstances, and in other cases where, in the exercise of good judgment and in consultation with the School's attorney as appropriate, the Title IX Coordinator determines that a grievance process is necessary to comply with the obligation not to be deliberately indifferent to known allegations of sexual harassment (e.g., reports of sexual assault, employee on student harassment, repeat reports, or the conduct in the complainant's report has not been adequately resolved through the provision of supportive measures). If the complaint is filed by the Title IX Coordinator, he/she is not a

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party to the action, and the School must comply with all of the provisions of the Title IX Grievance Process relative to respondents and complainants.
If no formal complaint is filed by the complainant or the Title IX Coordinator, no disciplinary action may be taken against the respondent based upon conduct that would constitute sexual harassment under this policy.

Although there is no time limit per se to filing a formal complaint, for complaints initiated by the complainant or his/her parent/guardian, the complainant must be employed by the School or participating in or attempting to participate in the education program or activities of the School at the time of filing. Additionally, although the School will initiate the Title IX Grievance Process regardless of when the formal complaint is submitted, delays in reporting may significantly impair the ability of school officials to investigate and respond to the allegations.

At a minimum, a formal complaint must:
1. contain the name and address of the complainant and the student's parent or guardian if the complainant is a minor student;
2. describe the alleged sexual harassment,
3. request an investigation of the matter, and
4. be signed by the complainant or otherwise indicate that the complainant is the person filing the complaint.

The complaint may be filed with the Title IX coordinator in person, by mail, or by email. Complaint forms may be obtained from the Title IX Coordinator[or on the school websites].

B. Initial Steps and Notice of Formal Complaint.

1. The Title IX Coordinator will provide notice to the complainant and the complainant's parent/guardian (if the complainant is a non-eligible student under FERPA), and to the respondent (if known) and the respondent's parent/guardian (if the respondent is a non-eligible student under FERPA), as well as to any other known parties, of the following:
   a. this Title IX Grievance Process, including any informal resolution process;
   b. the allegations of sexual harassment potentially constituting sexual harassment, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview; "sufficient details" shall include to the extent known identities of persons involved, the conduct allegedly constituting sexual harassment, and the date and location of the incident;

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c. a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;

d. that each party may have an advisor of their choice, who may be, but is not required to be, an attorney;

e. that each party is entitled to inspect and review evidence; and

f. a reference to any provision in the School's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

2. The Title IX Coordinator will contact the complainant to discuss and offer supportive measures.

3. The Title IX Coordinator may contact the respondent to discuss, and /or impose, non-disciplinary supportive measures.

4. The Title IX Coordinator will examine the allegations in the formal complaint, to determine whether even if assumed true, the allegations are sufficient to sustain a finding of sexual harassment under this Policy. If the Title IX Coordinator was not involved with preparing the formal complaint, the Title IX Coordinator will contact the complainant to discuss the complaint and whether amendment is appropriate, in which case the process of Sec. III.C.4 will apply.

5. If the formal complaint fails to satisfy the definition of sexual harassment in this Policy, the complaint shall be dismissed as provided in Sec. III.G, below.

6. If the complaint is not dismissed, then Title IX Coordinator will consult with the Superintendent as to whether the Title IX Coordinator should act as the investigator or whether a different School employee, Sponsor employee, or third party shall act in that capacity. At the same time, the Title IX Coordinator and the School Leader shall appoint the person who shall make the initial determination of responsibility (initial decision maker). [The School's policy contains additional language regarding appointment of decision maker. Can be optional language, e.g., {"Ordinarily the building principal shall serve as the initial decision maker…" or "The School Leader, in consultation with the Title IX Coordinator, shall appoint an initial decision maker on a case-by-case basis. ….."] In all cases, the investigator and the initial decision maker must be properly trained and otherwise qualified (see Sec. II.D "Training", and Section II.G "Conflict of Interest").

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7. If the report alleges sexual harassment by the School Leader, the Title IX Coordinator will inform the School Board Chair, the latter of whom shall have authority to seek guidance from the School's counsel, but shall not delay the School's response to the report as outlined in this Policy.

C. General Provisions and Additional Definitions Relative to Title IX Grievance Process.

1. Copies and Notices. Except as specifically stated elsewhere in this Policy, for any document, information or material required to be delivered to a party or to a person assigned with responsibility under the Title IX Grievance Process, the manner of transmittal may be by electronic mail, regular mail or such other manner reasonably calculated to assure prompt delivery with evidence thereof (such as a commercial carrier or other receipted delivery). Hand delivery will only be permitted if made to the School official charged with the specific function under this Policy (e.g., Title IX Coordinator, School Leader, investigator, decision maker(s), etc.). Any document required to be delivered to a minor or other non-eligible student, must also be delivered to the minor's parent/guardian. Copies should also be sent to a party's advisor if the information for the advisor has been previously communicated to the sending party. (Under federal regulations, copies of the investigative evidence, as well as the investigative report, must be forwarded to a party's advisor. See Sections III.E.3, and III.E.4).

2. Risk Analysis and Emergency Removal. At any point during the Title IX Grievance Process, the Title IX Coordinator may arrange for an individualized safety and risk analysis as described in Sec. II.J.5, following which a student may be removed.

3. Administrative Leave. At any point during the Title IX Grievance Process, the School Leader, and at his/her own discretion, and with or without consulting the Title IX Coordinator, may place an employee on administrative leave pursuant to the rules.

4. Additional Allegations. If, in the course of an investigation, the School decides to investigate allegations about the complainant or respondent that were not included in the previous notice, the School shall simultaneously provide notice

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of the additional allegations to the parties whose identities are known.

5. No Interference with Legal Privileges. At no point in the process will the Title IX Coordinator, the investigator, any decision maker, or any other person participating on behalf of the School, require, allow, rely upon, or otherwise use questions or evidence that constitutes, or seeks disclosure of, information protected under a legally recognized privilege (e.g., doctor/patient, attorney/client, clergy, etc.), unless the person holding such privilege (parent/guardian for minor student) has waived the privilege in writing to use the information with respect to the Title IX Grievance Process.

6. Consolidation of Complaints. The School may consolidate formal complaints of allegations of sexual harassment where the allegations of sexual harassment arise out of the same facts or circumstances and the formal complaints are against more than one respondent; or by more than one complainant against one or more respondents; or by one party against the other party. When the School has consolidated formal complaints so that the grievance process involves more than one complainant or more than one respondent, references to the singular "party", "complainant", or "respondent" include the plural, as applicable.

7. Remedies: Range of Disciplinary Sanctions and Remedial Actions Upon Final Determination of Responsibility.

a. "Disciplinary sanctions" are consequences imposed on a respondent when s/he is found responsible for sexual harassment under this Policy. Remedial actions are actions intended to restore or preserve a complainant's equal access to the educational programs and activities of the School.

b. "Disciplinary sanctions" against an employee respondent may include any available sanction available for the discipline of employees, up to and including dismissal or non-renewal for any other violation of Board policy, SC Standards of Conduct for Educational Professionals, applicable individual agreement or contract, or state or federal laws or regulations.

c. "Disciplinary sanctions" against a student may include any available discipline or sanction, up to and including

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expulsion, under the policies, rules and procedures that establish the school's student code of conduct.

d. "Remedial actions" as to a respondent after a final finding of responsibility, whether employee or student, may include the imposition upon a responsible respondent of any additional non-disciplinary measures appropriate to effecting a remedy for sexual harassment, and may include such measures as no-contact requirements, scheduling adjustments, removal or exclusion from extracurricular activities, class reassignments, limits on future class registrations, restrictions on access to various spaces in the school buildings, reassignment of attendance, and similar measures fine-tuned to respond appropriately to the circumstances surrounding a successful complainant's right to access the district's program and activity.

Additional remedial actions may include recommendations that a school-wide or system-wide response is needed in order to respond to the sexual harassment in a way that is not clearly unreasonable under the circumstances. In such cases, the School Leader shall provide additional staff training, harassment prevention programs, or such other measures as determined appropriate to protect the safety of the educational environment and/or to deter sexual harassment.

D. Timeframe of Grievance Process.

The School shall make a good faith effort to conduct a fair, impartial grievance process in a timely manner designed to provide all parties with a prompt and equitable resolution. It is expected that in most cases, the grievance process will be concluded through at least the determination of responsibility decision within 80 days after filing the formal complaint. In more complex cases, the time necessary to complete a fair and thorough investigation or other circumstances may mean that a determination of responsibility cannot reasonably be made within that timeframe.

1. Summary of Grievance Process Timeline.

[With the exception of paras b & c, the below are timeframes merely suggested by PCSASC. Both para. b & c, however, are minimum timeframes mandated under the federal regulations.]

a. Investigation 20 +/- days as the complexity of the case demands (Sec. III.E.1)

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b. 10 days for reviewing information prior to conclusion of investigation

c. 10 days after receiving report to respond to report

d. 10 days for decision maker to allow initial questions

e. 10 days for responses to questions

f. 10 days for questions and responses to follow-up questions.

g. 10 days for determination of responsibility decision

h. 10 days for appeal (6 additional days for administrative steps)

i. 10 days for argument/statement challenging or supporting determination

j. 10 days for decision on appeal

2. Delays and Extensions of Time.

At any stage of the grievance process, the School through the School Leader, or if the School Leader is the respondent, the Title IX Coordinator or designee) may for good cause allow for temporary delays or extensions of time upon request of either party, or on his/her own initiative. Examples of good cause may include such things as availability of parties or witnesses, school or school administrative office holidays or vacations, referral back to an earlier stage of the grievance process, concurrent law enforcement or other agency activity, or need to obtain interpreters or accommodation of disabilities. For any such delay or extension of time, the Superintendent or the Title IX Coordinator will provide written notice to the parties of the delay/extension and the reason(s).

E. Investigation.

The Title IX Coordinator will coordinate the investigation. The investigator shall be as appointed pursuant to Sec. III.B.5.

1. The Title IX Coordinator may conduct the investigation, or, in consultation with the School Leader, designate another qualified person to investigate. The investigation and investigator must:

a. Include objective evaluation of all relevant evidence, including inculpatory and exculpatory evidence. (Evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such evidence about the complainant's prior sexual behavior is offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the evidence concerns specific incidents of the complainant's prior sexual behavior with respect to the respondent and is offered to prove consent.)

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b. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the School and not on either of the parties;

c. Provide an equal opportunity for the parties to present witnesses, and other inculpatory and exculpatory evidence;

d. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;

e. Provide the parties with the same opportunities to have others present during any interview or other part of the investigation, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice. The investigator may restrict any others from participating, as long as the restrictions apply equally to both parties;

f. Provide, to a party (e.g., respondent or complainant – and parent/guardian as appropriate) whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate within the timeframes established in Sec. III.D, below.

g. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint;

2. Prior to completion of the investigative report, the School, through the Title IX Coordinator, must send to each party and party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report;

3. The investigator must prepare a written investigative report that fairly summarizes relevant evidence, including, without limitation, witness credibility, discrepancies, inculpatory and exculpatory information, and relevant School policies, rules and regulations, and the manner in which the same were made known to the pertinent school populations or specific parties. The investigative report shall include a description of the procedural steps taken, starting with the receipt of the formal

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complaint, and continuing through the preparation of the investigative report, including any notifications to the parties, interview with parties and witnesses, site visit, and methods used to gather evidence.

4. The investigator shall provide the investigative report in hard copy or electronic format to the Title IX Coordinator, to each party and each party's advisor, if any. Each party will have 10 days from receipt to provide the Title IX Coordinator a written response to the investigative report.

5. It serves all parties when investigations proceed diligently and conclude within a reasonable time, which may vary case by case. In most cases, it is expected that the investigator will conclude the initial investigation, and provide the parties the evidence and other information required under Sec. III.E.2. Not more frequently than every other week, any party may request the Title IX Coordinator to obtain and provide the parties with a basic status report on the investigator's progress toward completion. In most cases, the investigator should conclude the investigation within 10-20 days[illustrative only: consult with school attorney] after receiving a Formal Complaint.

F. Determination of Responsibility and Initial Decision Maker.

The determination of responsibility of the respondent shall be made by the initial decision maker as appointed pursuant to Section III.B.5.

1. Prior to making a determination of responsibility, the initial decision maker will afford each party 10 days [illustrative only: consult school attorney] to submit written, relevant questions to the initial decision maker that the party wants asked of any party or witness.

2. The initial decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the question and evidence concern specific incidents of the complainants prior sexual behavior with respect to the respondent and are offered to prove consent .

3. The initial decision maker will provide the questions to the party/witness, with copies to each party, and provide no less than 10 days[illustrative only: consult school attorney] for written responses, likewise to be provided to each party.

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4. The initial decision maker will provide 5 days[illustrative only: consult school attorney] each for supplementary, limited follow-up questions and 5 days[illustrative only: consult school attorney] for answers, and may provide for additional rounds of follow-up questions, as long as the provision is extended to both parties equally.

5. The initial decision maker may not make any creditability determinations based on the person's status as a complainant, respondent or witness.

6. The respondent must be deemed to be not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

7. The initial decision maker may impose disciplinary sanctions and remedies as described in Section III.C7, above.

8. The standard to be used for formal complaints in determining whether a violation has occurred and/or that the respondent is responsible is [the preponderance of the evidence or clear and convincing] standard.

9. The initial decision-maker must issue a written determination/decision within 10 days [illustrative only: consult school attorney] after the close of the period for responses to the last round of follow-up questions. The written "Initial Determination of Responsibility" must include:

a. Identification of the allegations potentially constituting sexual harassment;

b. A description of the procedural steps taken from the receipt of the formal complaint through the Initial Determination of Responsibility, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather evidence, and hearings held;

c. Findings of fact supporting the determination;

d. Conclusions regarding the application of the School's applicable codes of conduct, policies, administrative regulations or rules to the facts;

e. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility (i.e., whether or not the respondent is responsible for sexual harassment), and any disciplinary sanctions or remedies; and

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f. The School's procedures and permissible bases for the complainant and respondent to appeal (as set forth in Section III.H, below).

10. The decision maker shall provide the Initial Determination of Responsibility to the Title IX Coordinator, the School Leader, and the parties simultaneously.

G. Dismissal of a Formal Complaint.

1. The School must dismiss a formal complaint with regard to Title IX sexual harassment if the alleged conduct:
   a. Would not constitute sexual harassment, even if proved;
   b. Did not occur in the School's education program or activity; or
   c. Did not occur against a person in the United States.

2. The School may dismiss a formal complaint with regard to Title IX sexual harassment if at any time during the investigation or determination of responsibility stage(s):
   a. A complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
   b. The respondent is no longer enrolled or employed by the School; or
   c. Specific circumstances prevent the recipient from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

3. Prior to dismissal of a complaint, the person responsible at that stage shall consult with the School Leader.

4. Upon dismissal of a formal complaint, the School must promptly send written notice of the dismissal and the reason(s) therefor simultaneously to the parties.

The dismissal of a formal complaint under Title IX does not preclude the School from continuing any investigation or taking action under other School policies, code of conduct or administrative rules/regulations. In some cases, the School may have an obligation to continue an investigation and proceed under a different policy or mandated process.

H. Appeals Process.

1. Either party may appeal the Initial Determination of Responsibility or the dismissal of a formal complaint or any allegation in a formal complaint by notifying the School Leader in writing ("written appeal"), with a copy to the Title IX Coordinator. If there are multiple determinations of responsibility, the written appeal shall specify which ones are included in the

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appeal. The written appeal must be received by the School Leader within 10 days [illustrative only: consult school attorney] of the Initial Determination of Responsibility or written notice of dismissal being communicated to the parties.

2. An appeal under this Policy may only be based upon one or more of the following bases, which must be stated specifically in the party's written appeal:

i. Procedural irregularity that affected the outcome of the matter;
ii. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made that could affect the outcome of the matter; or
iii. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
iv. [Additional bases may be added by a school if made available equally to both parties][consult school attorney].

Appeals for any other reason or upon any determination of responsibility not included in the written appeal will not be heard.

Appeals pertain only to the determination of responsibility and non-disciplinary remedies. Once a determination of responsibility is final per Sec. III.I, below, appeals of disciplinary sanctions may be made pursuant to the School's ordinary review process for discipline, or, to the extent applicable, any statutory or other processes provided under individual agreements or contracts.

3. Within 3 days [illustrative only: consult school attorney] of receipt of the written appeal, the School Leader shall appoint a decision maker for appeal ("appeals decision maker"), who must have adequate training as provided in Section II.D, be free from conflict of interest as provided in Section II.G, and may not be the same person as the initial decision maker, the person who ordered dismissal, the investigator(s), or the Title IX Coordinator. Upon the appointment of the appeals decision maker, the School Leader shall provide a Notice of Appeal to each party and to the Title IX Coordinator, with a copy of the written appeal. The Notice of Appeal must include information about all deadlines and timeframes in the appeal stage.

4. Each party shall have 10 days[illustrative only: consult school attorney] from the date the Notice of Appeal is delivered to the parties to submit to the appeals decision maker a written statement, with copies to the School Leader,

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Title IX Coordinator, and other party a statement ("appeal statement") in support of, or challenging, the determination of responsibility or dismissal.

5. Each party shall provide copies of the appeal statement to the other party, the School Leader, and the Title IX Coordinator at the same time the appeal statement is given to the appeals decision maker. If the basis of the appeal is newly available evidence affecting the outcome, the party shall submit such evidence or a summary of such evidence along with the party's appeal statement.

6. The appeals decision maker may refer an appealed issue back to a prior point in the grievance process, with written notice to the parties, the School Leader and the Title IX Coordinator.

7. The appeals decision maker shall provide a written appeals decision after considering the record and the parties' appeal statements. The appeals decision maker will only overturn the Initial Determination of Responsibility upon a conclusion that it was clearly erroneous (i.e., either made on unreasonable grounds, or without any proper consideration of the circumstances). If the basis or one of the bases for the appeal was new evidence, the appeals decision maker may either make a determination of responsibility regarding that evidence, or refer it back to the appropriate stage of the Title IX Grievance Process. The written appeals decision will describe the result(s) of the appeal and the rationale, with copies provided to the parties, Superintendent and Title IX Coordinator, no more than 10 days [illustrative only: consult school attorney] after receiving the last of the parties' written statements per Section III.H.5.

I. Finality of Determination of Responsibility.

The determination regarding responsibility becomes final either on the date that the recipient, through the School Leader, provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal of the Initial Determination of Responsibility would no longer be considered timely. The final determination shall be identified as the Title IX Decision.

Once the Title IX Decision is final, the School may implement remedies and disciplinary sanctions. The Title IX Coordinator is responsible for effective implementation of any non-disciplinary remedies, with the assistance of administrative personnel, while disciplinary sanctions will be imposed by persons charged with such responsibilities under other Board policies, regulations or administrative procedures. The School may also proceed against the respondent or complainant pursuant to the School's applicable

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code of conduct or other Board policies, collective bargaining agreement, individual contract or administrative rules/regulations/procedures. The issue of responsibility for the conduct at issue shall not be subject to further review or appeal within the School.

J. Informal Resolution.

At any time prior to reaching a determination regarding responsibility (but only after the filing of a formal complaint), the School may offer an optional informal resolution process (e.g., mediation, arbitration), provided that the School:

1. Provides written notice to the parties disclosing:
   a. The allegations of the formal complaint;
   b. The requirements of the information resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to an informal final resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and
   c. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
2. Obtains the parties' voluntary written consent to the informal resolution process; and in no event may the School offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

School Policy History:

The board could also at the same time as adopting a new Title IX Policy require that the policy be scheduled for review and revision over the succeeding months after the initial adoption given the complexity and ongoing need for analysis and interpretation of the new regulations.

Legal References:
Title IX of the Education Amendments of 1972, 20 U.S.C 1681, et seq20 U.S.C. §1232g, Family Educational Rights and Privacy Act
34 CFR. Part 99, Family Educational Rights and Privacy Act Regulations
34 CFR 106.8, Designation of responsible employee and adoption of grievance procedures.
34 CFR 106.30, Definitions

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34 CFR 106.44, Recipient's response to sexual harassment
34 CFR 106.4, Grievance process for formal complaints of sexual harassment
34 CFR 106.71, Retaliation

Legal References Disclaimer: These references are not intended to be considered part of this policy, nor should they be taken as a comprehensive statement of the legal basis for the Board to enact this policy, nor as a complete recitation of related legal authority. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

DISCLAIMER: This policy is provided for general and educational information only and is not intended and does not constitute legal advice. Schools should, and are highly encouraged to, consult with their own school attorney for legal advice and appropriate policy development and adoption based on each school's specific needs and operations.

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