

# Southwest Georgia Stem Charter School

## Human Resources Handbook

2024-2025

Amended 7/25/2024



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This handbook has been designed for the faculty and staff at Southwest Georgia STEM Charter School. Purposeful planning was the guiding principle behind deciding what was best to include in this document. Suggestions for changes in policy and procedures are welcomed and will be given careful consideration by Administration. All decisions will be made with a primary emphasis on what is best for our school.

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# Welcome

Welcome to Southwest Georgia STEM Charter School. We are delighted that you have chosen to join our school and hope that you will enjoy a long and successful career with us. As you become familiar with our culture and mission, we hope you will take advantage of opportunities to enhance your career and further Southwest Georgia STEM Charter School's goals.

The purpose of this manual is to help guide you through our school's policies and procedures by communicating conditions of employment. This will allow all faculty and staff of Southwest Georgia Stem Charter School to be treated equally and fairly and to create a safe and healthy working environment.

This Human Resources Manual is not intended to create an employment agreement, expressed or implied. Nothing contained in this or any other document provided to the employee is intended to be, nor should it be, construed as a contract of employment or any benefit will continue for any period of time.

If you have any questions, feel free to ask your School Leader or Chief Financial Officer.

## **Equal Opportunity Statement**

Southwest Georgia STEM Charter School complies with all federal, state, and local laws, and provides an equal opportunity for all students and employees. The school prohibits discrimination based on race, creed, color, national origin, religion, ancestry, age, marital status, sexual orientation (known or perceived), gender identity expression (known or perceived), sex, disability, genetic information, nationality and/or citizenship in admission, grading, discipline, hiring, employment decisions or any other activity. The school complies with all requirements of Title VII, Title IX, EPA, ADEA, ADA, Sections 501 and 505 of the Rehabilitation Act of 1973, Civil Rights Act of 1991.

All decisions of the School Board and Administration will be administered without regard to any of the categories listed above or any other discriminatory criteria.

## **Hiring**

The Governing Board is charged with oversight of hiring the School Leader and the Chief Financial Officer. The School Leader and CFO or his/her designees are charged with oversight and hiring for all other positions within Southwest Georgia STEM Charter School. All vacancies will be posted and/or advertised unless promoted from within.

When a position is created, becomes vacant, or when notice is given to leave a position, the direct supervisor of the position or school leader will draft/revise (if necessary) the following reference documents:

- a. job description
- b. criteria of eligibility

- c. schedule and protocol concerning the job posting
- d. text of the job posting

If the position is not filled internally, then it will be posted on various local and state media outlets. The direct supervisor will review complete applications and select the most qualified applicants for interview. Before an offer is extended to the candidate of choice, all references must be checked and determined to be satisfactory. New hires must submit to background check and fingerprinting within 30 days of offer and offer will be contingent upon results of background check.

All hiring activities will be conducted in accordance with applicable Board Policies.

### **Employment**

All employment is contingent upon adequate funding and programmatic need for the position.

### **Employment Documentation**

You are responsible for delivering the following information to the Human Resources Director:

1. Completed Application
2. A copy of your teaching certificate(s)
3. Teacher experience verification, if appropriate
4. Teacher Retirement System number and name as carried by retirement system
5. Copy of Social Security Card
6. Copy of Driver's License
7. Birth date
8. Contact information (address and phone)
9. Fingerprinting process completed
10. SHBP Insurance information (if currently enrolled. Ex. transfer)

### ***If your name has been changed you must:***

1. Apply to Social Security office for a legal name change and new card
2. Apply for new teaching certificate
3. Notify the Teacher Retirement System

*\*Note: Your paycheck, benefits, and retirement documentation have to be issued as your SS card and Driver's License read—until a new driver's license and social security card are issued and presented, your name cannot be changed.*

### **Employment Classification**

In order to determine eligibility for benefits and to ensure compliance with State and Federal laws and regulations, Southwest Georgia STEM Charter School classifies its employees as shown. Southwest Georgia STEM Charter School may review or change employee classifications at any time. Certified workers are employees who hold a certificate in education.

Salary- Certified Full- time

Salary- Non Certified Full-Time

Salary- Certified Part-Time (49%)

Hourly  
Daily

**Salary- Certified** employees can be a 10 month, 11 month, or 12 month employee, depending on the position held. Most certified teaching positions in the classroom are 10 month positions. This type of employment offers Teacher's Retirement Services, State Health Benefit Plan, and other benefit packages offered by our current insurance provider.

**Salary- Non Certified** employees can be a 10 month, 11 month, or 12 month employee. This also depends on the position held. This type of employment offers Teacher's Retirement Services, State Health Benefit Plan, and other benefit packages offered by our current insurance provider.

**Salary- Certified Part-Time** employees, also known as 49% are 10 month employees. No retirement or benefits are offered with any part time position of less than 30 hours per week.

**Salary- Non Certified Part-Time** employees are 10 month employees. No retirement or benefits are offered with any part time position of less than 30 hours per week.

**Hourly-** An hourly paid employee receives compensation based on an hourly rate. No retirement or benefits are offered with any part time position of less than 30 hours per week.

**Daily-** A daily paid employee receives compensation based on a daily rate. No retirement or benefits are offered with any part time position of less than 30 hours per week.

A **10 month employee** is compensated for working 10 months (190) days. The salary cycle for a 10 month employee is September- August, excluding Bus Drivers. Bus Driver's salary cycle is July-June. Full Time, 10 month employees, accrue 1.25 sick days per month for 10 months and begin the salary cycle with 3 personal days. Personal days cannot be carried over.

An **11 month employee** is compensated for working 11 months (220) days. The salary cycle for an 11 month employee is September- August, excluding Bus Drivers. Bus Driver's salary cycle is July-June. Full Time, 11 month employees, accrue 1.25 sick days per month for 11 months and begin the salary cycle with 3 personal days. Personal days cannot be carried over.

A **12 month employee** is compensated for working 12 months (240) days. The salary cycle for a 12 month employee is July-June. Full Time, 12 month employees, accrue 1.25 sick days per month for 12 months and begin the salary cycle with 3 personal days. Personal days cannot be carried over.

### **Work Day/Hours of Duty**

The minimum workday for teachers shall be eight hours, and the minimum work week shall be forty hours. The minimum work day shall entail the duties for which the teacher's base salary is paid, such as teaching and teacher preparation, staff meetings, conferences with students and parents, planning conferences, related school activities in the community, and extra-class responsibilities. A schedule designating the beginning and end of each workday for teachers and other employees will be set by the School Leader. Circumstances may sometimes necessitate a longer workday at the school or work site.

### **Meetings**

All teachers and staff are expected to attend scheduled meetings unless they are prohibited from doing so by some cause beyond their control. Promptness is essential to the success of all meetings. Meetings and conferences will be scheduled in the afternoon when feasible, and at least a two-day notice will be given unless impossible. Requests to be excused from a meeting must be submitted to the School Leader. Personnel should plan appointments and responsibilities for days other than meeting dates.

### **School Event Attendance/After School Activities**

The employee agrees to perform such duties as assigned, observe and implement such curriculum, standards and policy, and abide by such rules and regulations as may from time to time be put in force by appropriate lawful action either of the employer or the State Board of Education. In addition to standard teacher duties, the employee agrees to attend and supervise a limited number of after school activities of the school as assigned by the School Leader with advance notice of the dates to be given to the employee. After school activities include helping with the concession stand and/or gate entries at 2 athletic events. If the employee does not sign up for the after school event of their choosing, the School Leader will assign 2 events to an employee based on the after school activity need for attendance.

### **Maintaining Certification**

Certified staff contracts are contingent upon the employee's securing and continuing to hold a valid certificate issued by the Professional Standards Commission. If an employee is unable to be properly certified or maintain proper certification, the daily rate of pay may be adjusted to that of a substitute employee retroactive to the beginning date of employment under the current contract or to the date the certificate became invalid, whichever is more recent.

### **Employee Leave and Absences**

Southwest Georgia STEM Charter Schools leave procedures are as follows. Exhibit 1.1 is the leave form to be completed.

- All employees must complete a leave form and submit it to the School Leader.
- Personal Leave Forms should be submitted to the School Leader 5 days prior to leave if possible. ***Sick Leave must be submitted at least 24 hours in advance.***
- In the event of an emergency, the employee is responsible for reporting his/her illness or emergency to the School Leader and direct supervisor. Leave forms must be submitted as soon as the employee returns to work. ***If an employee has not submitted his or her leave form by the designated deadline, an employee may receive Leave Without Pay***

**(LWOP).**

- If an employee does not report to the School Leader within 2 days of being absent, the employee may be terminated for job abandonment.
- Leave is granted to employees as outlined in this policy. Southwest Georgia STEM Charter School does not pay compensation for unused sick leave, personal leave, vacation leave, or compensatory leave.
- Full time employees accrue 1.25 sick days per month for the amount of months that they are contracted through the year. It is at Southwest Georgia STEM Charter School's discretion to give the Staff all of their sick leave days at the beginning of the year or to disburse sick leave days on a monthly basis as accrued.

In accordance with state law, a person may request up to three days of personal leave or professional leave. This request must be made in writing to the School Leader. Completing follow-up paperwork is the employee's responsibility. If an employee does not submit a leave form and any required documentation to the School Leader, this may reflect negatively on annual evaluations and the employee may be subject to leave without pay.

**Absence Call in Procedure**

Southwest Georgia STEM Charter School implements a "Call in Procedure." To adhere to the Call in Procedure, you must follow the instructions below for contacting the School Leader or your direct supervisor when expected or unexpected Leave occurs. If you have made previous arrangements for leave and it has been approved by the School Leader, it is not necessary to "Call in," unless you need to make a change in leave arrangements.

- If you have NOT made arrangements for leave, you must "Call in" to the School Leader and/or your direct supervisor before your designated arrival time begins.
- If you are on Short-term or Long-term leave, you must "Call in" to the School Leader on a weekly basis unless authorized differently.

*\* If an employee does not report to the School Leader within 2 days of being absent, the employee may be terminated by reason of job abandonment.*

**Leave Classifications**

Personal Leave  
Sick Leave  
Professional Leave  
Jury Duty  
Bereavement  
Leave without Pay (LWOP)  
Parental Leave  
Military Leave

*\* A submitted Leave Form is required for all types of leave. If a leave form is not received by the end of the pay period, the employee may receive Leave Without Pay.*



### **Personal Leave**

Personal leave is used for any time off that is granted for reasons including but not limited to specialized experiences, family issues, and extenuating personal needs. Employees are not required to disclose the purpose for which personal leave is sought but are required to state that the absence is for “personal” reasons. Personal leave may not be used in conjunction with a School, State, or Federal Holiday. Any unused personal leave will be carried over from one year to the next in the form of local sick days. These days will not be included in TRS credit days. At the beginning of the fiscal year, you will be given 3 personal days to use over the course of the fiscal year. Personal leave may be used as sick leave if there are no sick leave days left for the employee to use.

### **Sick Leave**

Sick leave can be used for personal illness, immediate family illnesses, medical appointments for self and family. You may be asked to provide medical documentation. Unused sick leave will be carried over to the next fiscal year. Sick Leave cannot be used as Personal Leave.

### **Professional Leave**

Professional Leave is used for professional training, classes, workshops, or any other instructional time away from the school campus. Any professional leave must be approved by the School Leader in advance. Documentation is required to be submitted with the leave form.

### **Jury Duty Leave**

Jury Duty is used for time off or reporting to jury selection or jury duty. Leave forms must be submitted to the school leader immediately after being notified about jury duty. You must also supply your summons notification document with your leave form. Jury Duty Leave is paid leave and does not count against your personal leave or sick leave. On occasion some jurors are dismissed after a short time for the rest of the day. In this event, school personnel should **report to school**. Any juror compensation received for Jury Duty may be retained by the employee.

### **Bereavement Leave**

Bereavement Leave is leave that is taken by an employee due to the death of an Immediate Family Member. You may be required to submit documentation with a leave form. Southwest Georgia STEM Charter School gives all full-time employees 5 paid bereavement days per year. Absences in excess of the maximum approved days due to death in the immediate family will be charged against sick leave.

For these purposes, an immediate family member is defined as a spouse, child, sibling, parent, or parent of the spouse of a child, sibling, or parent. Southwest Georgia STEM Charter School recognizes grandparents of employees, grandparents of the spouse, and step relatives of the employee as immediate family.

### **Leave Without Pay (LWOP)**

Leave without pay is a non-pay status and absence from duty. This could be a result from using a sick leave day without having any days accrued or using a personal leave day without having any personal days remaining for the year. LWOP must be approved by the School Leader before the absence takes place. If an employee is not covered by FMLA or PPL and has exceeded 3 days of LWOP, the employee may be terminated. Documentation may be required depending on the need to use the day. Please also see FMLA requirements.

### **Paid Parental Leave (PPL)**

H.B 146 provides 240 hours of paid leave upon the birth, adoption or foster care placement of a child. The six weeks of paid leave consists of 30 work days. The bill states that this leave has to be used in 8 hour increments. It applies to all employees with six months of creditable service regardless of the employee's gender. It is limited to once in any 12-month period. Eligible employees are entitled to PPL even if they are not eligible for leave under FMLA. Southwest Georgia STEM Charter School requires PPL and FMLA to be used concurrently. The maximum amount of paid parental leave that may be taken by an eligible employee during a rolling 12-month period is 240 hours regardless of the number of qualifying life events that occur.

### **Military Leave**

All employees are entitled to paid leave not to exceed eighteen days in any one federal fiscal year for the purpose of complying with ordered military duty with the armed forces of the United States or State of Georgia, including duty as a voluntary member of the National Guard or any reserve component of the United States or State of Georgia. In the event the Governor declares an emergency that results in an employee being ordered to military duty as a member of the National Guard, the employee is entitled to leave not exceeding thirty days in any one federal fiscal year. Employees who have military commitments shall inform the Superintendent or designee annually, provide a copy of the official military orders, and cooperate to the extent possible in scheduling such leave so as to minimize the disruption in those employees' duties and the mission of the Board of Education. To the extent that any provision in this policy conflicts with or is superseded by the Family and Medical Leave Act ("FMLA"), the regulations promulgated thereunder, or any other federal or state law, the provisions of the applicable law or its regulations, as the case may be, shall control.

### **Tardiness**

An employee is deemed tardy when he/she fails to report for work at the assigned/scheduled work time.

Excessive tardiness is defined as being late to work and coming back late from breaks more than 6 times in a three-month period. This may reflect negatively on an employee's evaluation. An employee may be terminated for tardiness after they have been cautioned for the need for improvement.

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

It is the purpose of this policy to set out in summary form the provisions of the Family and Medical Leave Act ("Act") as adopted by the U. S. Congress. Southwest Georgia STEM Charter School Board does not intend by this policy to create any additional rights to leave not provided by the Act. Any portion of this policy inconsistent or contrary to the Act is unintentional and shall not be given effect.

FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave.

To be eligible for FMLA leave, an employee must have worked for SOWEGA Stem for at least 12 months and worked at least 1250 hours within the 12 month period.

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 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 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.

If an employee is eligible for FMLA Leave, the employee is required to provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable. If advance notice is not practicable, the employee must give notice either the same or next business day.

When using FMLA, an employee is required to complete the necessary documentation of Southwest Georgia STEM Charter School and follow call-in procedures. The call-in procedure is satisfied by calling the School Leader on a once a week basis while on approved Family Medical Leave.

If FMLA is being used because of an employee's inability to work due to health conditions, an employee must submit a release from his/her physician releasing the employee to go back to work. Southwest Georgia STEM Charter School will NOT allow the employee to return to any duties at the school without clearance from the employee's physician.

Employees will be eligible to maintain health care benefits provided by the district 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.

FMLA leave runs concurrently with Paid Parental Leave if the leave is for a qualified reason under those laws.

For more information on FMLA, please go to <https://www.dol.gov/agencies/whd/fmla>

### **Workers Compensation**

Workers' compensation is an accident insurance program paid by your employer which may provide you with medical, rehabilitation and income benefits if you are injured on the job. These benefits are provided to help you return to work. If you are injured while working on the job at Southwest Georgia STEM Charter School, you need to immediately contact the School Leader.

Failure to timely inform your employer may result in loss of worker's compensation benefits. To ensure safety and compliance, the directions below should be followed.

- **Inform the School Leader immediately of any injury that takes place.** You will then be informed on which physician is in contract with the school for your medical care should you need to seek medical attention.
- Each injury is a case by case basis. If your injury results in you qualifying for benefits, you must file a claim to protect your rights within one year from the date of your accident. This is accomplished by filing Form WC-14 with the State Board of Workers' Compensation.

### **Payroll Deductions**

Payroll deductions are wages withheld from an employee's total earnings for the purpose of paying taxes, garnishments and benefits. If an Employee makes any changes to benefits due to life changing circumstances and/or open enrollment, the Employee must send the CFO documentation for the plan and deduction changes in order for the payroll deductions to be correct. The Employee is responsible for ensuring that the CFO has the information needed to make any benefit changes. Any deduction discrepancies may result in the Employee being responsible for back paying benefits due or being reimbursed. If an Employee finds a discrepancy, they must immediately notify the CFO.

### **Federal Insurance Contribution Act (FICA)**

The employee portion of FICA will be deducted from the wages of all employees. FICA is a US federal payroll tax and the deduction is a requirement. 6.2% of this deduction is for Social Security. 1.45% of this deduction is for Medicare. All employees will be deducted 7.65% in total to pay their portion of FICA.

### **State & Federal Tax Withholding**

While completing Southwest Georgia STEM Charter School's employment application, the employee will be given a W-4 form (federal) and a G-4 form (state) to complete. This will allow the employee to choose the correct amount of State and Federal taxes to be withheld from payroll. If you would like to make changes to your State and Federal withholding amounts, please contact the CFO. You will be required to complete new forms to reflect the changes that you want to make. It is recommended but not required that you speak with your CPA before making any changes.

### **State Health Benefit Plan (SHBP)**

If an employee is eligible for health insurance, he or she will be able to enroll in their plan of choice within 31 days of their hire date. Employees transferring from another school system will continue to receive payroll deductions at Southwest Georgia STEM Charter School for the coverage that they were previously enrolled in. The type of health coverage chosen by the employee will determine the State Health Benefit Plan Deduction. All eligible employees will be informed on a yearly basis when open enrollment is available. State Health Benefit Plan gives employees the ability to make changes outside of open enrollment for certain "Life Changes," or qualifying events.

*For More information on State Health Benefit Plan, please go to <https://shbp.georgia.gov/>*

### **Teachers Retirement System of Georgia (TRS)**

Teachers Retirement System is the State of Georgia's retirement plan. TRS benefits are administered and paid in accordance with laws enacted by the Georgia Legislature. An employee's TRS deduction equals 20.78% of his/her gross salary amount. This amount cannot be changed by an employee. Employees will not have to enroll into TRS, but they will need to access their account online to choose beneficiaries.

*For More Information on Teachers Retirement System of Georgia, please go to <https://www.trsga.com/>*

### **School Property**

School property is equipment and supplies located at any area inside and outside of the school buildings controlled, managed, or owned by the school. All employees must respect school property. The position held by the school employee determines the type of school property that will be held in care of the employee. When abuse of school property is evident by an employee, the employee may be required to reimburse the school for the current cost of the property. The current cost of the property is the cost to replace the property. If an employee loses or misplaces a key to the school facilities, the employee will pay a replacement cost of \$200.

## **Harassment**

It is the policy of Southwest Georgia STEM Charter School to maintain a learning environment that is free from sex discrimination, including sexual harassment. It shall be a violation of this policy for any member of the School staff to harass a student or employee through conduct or communications of a sexual nature as defined below.

Pursuant to the federal regulations implementing Title IX published in 2020, any complaint involving "sexual harassment" as defined by those federal regulations that occurs in a Southwest Georgia STEM Charter School ("School") education program or activity against a person in the United States shall be addressed pursuant to the School Title IX Grievance Policy set out below and the School's Title IX Grievance Procedure

Inquiries about the application of Title IX may be directed to the Assistant Secretary of the Office for Civil Rights, United States Department of Education, or to the following:

Ginger Almon: Title IX Coordinator for Student Matters  
School Leader  
185 Pecan Street, Shellman, GA 39886  
229.345.3033  
[galmon@sowegastemcharter.org](mailto:galmon@sowegastemcharter.org)

Ginger Almon: Title IX Coordinator for Employee Matters  
School Leader  
185 Pecan Street, Shellman, GA 39886  
229.345.3033  
[galmon@sowegastemcharter.org](mailto:galmon@sowegastemcharter.org)

## **Definition of Prohibited Conduct**

Unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature constitutes sexual harassment when:

- A. Such conduct unreasonably interferes with a student's educational performance or creates an intimidating, hostile or offensive educational environment;
- B. Submission to such conduct is made a term or condition of a student's educational opportunities or development; or
- C. Submission to or rejection of such conduct by a student is used as a basis for education decisions affecting the student.

Examples of prohibited conduct include, but are not limited to, offensive or unwelcome sexual advances or propositions; unwelcome intentional touching of intimate body areas; dating of a student by an employee; verbal abuse of a sexual nature; graphic or degrading verbal comments about an individual or his/her physical attributes; the display of sexually suggestive objects, pictures, cards or letters; lewd or suggestive comments or gestures, off-color language or jokes of a sexual nature in the presence of a student.

Sexual harassment may occur in a variety of circumstances, including but not limited to, the following:

- A. The victim as well as the harasser may be male or female. The victim does not have to be of the opposite sex.
- B. The harasser may be an employee of the School, a non-employee, or another student.

C. Sexual harassment may occur without economic or academic injury to the victim.

### **Reporting Sexual Harassment**

A. Incidents of sexual harassment should be reported as soon as possible so that prompt corrective action may be taken if warranted, and no later than 30 days after the incident.

B. The report should be made or forwarded to the appropriate Title IX Coordinator/ Investigator at the address and telephone number stated above. C. The initial report of the incident may be made in person, by telephone or in writing.

D. The Title IX investigator will discuss the matter with the student complainant and/or the student's parent/guardian at the earliest practical time in order to secure the details and circumstances giving rise to the complaint. At the meeting, the procedure for investigating the situation will

be explained and the student or parent/guardian will be provided with a complaint form to complete and sign. A sample complaint form, calling for a detailed description of the incident(s) giving rise to the complaint, will be provided by the Title IX Coordinator or designee.

E. Filing a complaint under this procedure does not prevent the student from also pursuing other remedies available under the law. Students and/or their parents may also file a complaint regarding misconduct with the Georgia Professional Standards Commission through their website, [www.gapsc.com](http://www.gapsc.com).

### **Investigation**

A. The Title IX Coordinator shall conduct an investigation of the complaint. Such investigation shall include interviews with the accused party or parties, interviews with any witnesses, and an examination of any relevant documents or other evidence. In appropriate circumstances, school officials may request relevant medical records or other documentation from the student.

B. An investigation should be completed within a reasonable time period, but no more than 60 days from the initial report of the incident to the Title IX Coordinator.

C. At the conclusion of the investigation, the Title IX Coordinator or designee shall prepare a written report that sets forth the findings of the investigation and the evidence in support of the findings. A copy of the report will be available to the student making the complaint or the student's parent/guardian, but will not include information on other students protected by federal or state privacy laws. A copy of the report shall be transmitted to the Title IX Decision Maker.

### **Resolution of Complaint**

A. Both parties shall have the right to submit written questions of the other side or a witness during the formal grievance process.

B. If it is determined that sexual harassment occurred, the Title IX Decision Maker shall recommend appropriate corrective and disciplinary action to prevent a recurrence of the harassment.

C. Appropriate corrective and disciplinary actions may include, but are not limited to, reprimand, suspension, non-renewal or termination of an employee offender or the suspension or expulsion of a student offender. Appropriate procedures will be followed where required by law.

### **Appeal Process**

A. Either party shall have the right to appeal to the School Leader on a limited basis. An appeal is only allowed if the party assert on appeal that: *a.* A procedural irregularity that affected the outcome of the matter; *b.* New evidence that was not reasonably available to the appealing party at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and *c.* The Title IX Coordinator, Investigator, 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.

d. The discipline is inappropriate: too harsh, not harsh enough, incomplete, or incorrect.

B. The party shall be entitled to a written appeal to the School Leader within thirty school days following the Title IX Decision. The appeal shall solely be to allow the parties to present their information in support or in opposition to the decision. The School Leader may, in its discretion, authorize in-person appeal hearings or virtual hearings.

C. The School Leader must issue written notice of the decision describing the result of the appeal and any stated rationale within 5 school days of the decision.

### **Nondisclosure of Proceedings**

A. Except as otherwise required by law, complaints and investigations under this procedure shall be disclosed only to those persons who have a need to know for purposes of investigating or resolving the complaint. All disclosures are subject to state and federal privacy laws. Any employee or student who releases information in violation of this procedure shall be subject to disciplinary action.

B. The Title IX Coordinator shall maintain the files and records relating to reports and investigations of sexual harassment.

### **No Retaliation**

Retaliating against anyone for filing a complaint or for participating in an investigation of a complaint filed under this procedure is prohibited. Any employee or student who retaliates in violation of this procedure shall be subject to disciplinary action.

*Students or employees who knowingly make false charges of harassment may be subject to disciplinary action as well as any civil or criminal legal proceedings.*

### **Publication and Notification**

The School's policy and procedure on sexual harassment will be explained to all students and employees. A summary of the policy and procedure shall be included in student and faculty handbooks.

As required by O.C.G.A. 20-2-1184, a principal or designee who receives a report of a sexual offense (as defined in Chapter 6 of Title 16 of Georgia law) and has a reasonable cause to believe that the report is valid must immediately report the matter to the appropriate superintendent, the appropriate police authority and the School attorney. These offenses include, but are not limited to, sexual battery, rape, and molestation.

### **Termination Policy**

The termination policy applies to all employees. When possible, employees will be warned and counseled on an involuntary termination. This is not a guarantee based on certain events or situations. The school will use progressive discipline when appropriate.

### **Voluntary Termination**

If an employee initiates leaving the organization or leaves on their own accord, this is called Voluntary Termination.



### **Involuntary Termination**

If an employee is terminated by board action or for any other reason beyond the employee's control, the termination is involuntary. This type of termination can be due to a layoff, doing away with a certain type of job position, as well as involvement in a certain situation that would warrant termination.

### **Certified Staff Termination of Contract**

Certified staff contracts shall not be terminated by the employee without the written consent of the employer. In the event that the employee does terminate this contract whether by formal notice or by willful failure or refusal to continue duties without such written consent, the employer may recommend to the agency designated by state law to investigate complaints of ethics violations by educators, that action be taken against the employee's certificate or application for certification. Additionally, if employee terminates this contract without the prior written consent of the employer, the employee shall be obligated to pay the employer an early termination penalty of \$5,000.00 within five business days of the date the employee notifies the employer of his/her intent to terminate the contract. This contract shall not be terminated by the employer except as provided for in any law of the State of Georgia presently in force or hereafter enacted pertaining to the retention and dismissal of employees of charter schools approved by the State Charter Schools Commission of Georgia and as provided for in the regulations of the employer.

***\*\*\* Certified employees that break their contract with Southwest Georgia STEM Charter School may run the risk of their certificate being negatively impacted. The infraction could potentially be reported to GA PSC.***

- ALL Employees are requested to provide a minimum of two weeks' notice of their intention to separate employment. The employee should provide a written resignation notification to the School Leader. An exit interview will be scheduled for the employee, school leader, and possibly the Chairman of the Board to attend.
- Employees will receive a "separation date." This is the last day an employee will work for Southwest Georgia STEM Charter School. This date will be submitted to the Department or Labor.
- The CFO will review the employee's post-termination benefit status and make the information available for the terminated employee.
- Terminated Employees will be paid according to State and Federal laws.
- The employee will return all school property to the School Leader by the end of the separation date. After property and keys are returned, the employee must immediately exit the property.
- The terminated employee will notify the CFO if an address change is needed for receiving his/her W-2.

In accordance with the Georgia Court of Appeals' 2015 holding in *Day v. Floyd County Board of Education*, Southwest Georgia S.T.E.M. Charter School is exempt from the provisions of the Fair Dismissal Act, O.C.G.A. 20-2-940 et. Seq. *Human Resources Manual*.

# Southwest Georgia S.T.E.M. Charter School

135 Pecan Street | P.O. Box 300  
 Fax: 229.679.2075 | Phone: 229.262.3071

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## EMPLOYEE LEAVE FORM

### SOUTHWEST GEORGIA STEM CHARTER SCHOOL

<b>Employee Name:</b>			
<b>Number of Days Absent:</b>		<b>Date(s) of Absence(s):</b>	

I, \_\_\_\_\_ an employee of Southwest Georgia STEM Charter School, do certify that the following is the reason for applying for leave (check the reason that applies):

- Sick Leave/Medical Appointment:** (You *may* be asked to provide an excuse from the appointment.)
- Personal Leave:** (Submit at least 5 Days in Advance)     Approved    or     Not Approved
- Professional Learning Leave:** (Attach documentation related to Professional Learning.)
- Jury Duty:** (Attach Jury Summons letter.)
- Leave Without Pay (LWOP):** Please Provide an explanation:  
 \_\_\_\_\_
- Other:** \_\_\_\_\_

Signature of Employee	Date	Signature of Supervisor	Date

***Personal Leave must be requested at least 5 days in advance. Sick leave must be requested at least 24 hours in advance. If an employee is unexpectedly sick or has a medical emergency, a leave form must be submitted the day that the employee returns to work. The employee leave form must be submitted on time per the SGSC Human Resources Policy or the employee may receive leave without pay. By signing the employee leave form, the employee understands SGSC's employee leave policies.***

Exhibit 1.1