

## **ACCOUNTABILITY**

Carolina School for Inquiry is accountable to the local community, the South Carolina Department of Education, Richland County School District One, the United States Department of Education, and all who contribute funding of its programs.

The seven member, Board of Directors is elected by the school community to set policies, to oversee operations, and to hire and evaluate a Director/Lead Teacher, who is held accountable for all school employees. The Board of Directors delegates authority to the Director/Lead Teacher. The Director/Lead Teacher is held accountable for all that takes place in the building and on the grounds of the school.

## **DISCLAIMER**

This Policy Manual contains information about the employment policies of Carolina School for Inquiry, and is designed as a reference to answer most of your questions regarding employment policies. This is the official Policy Manual passed by the CSI Board of Directors and supersedes all previous verbal or written policy statements.

None of the School's personnel documents and benefit plans, including this Policy Manual, constitutes, or is intended to constitute, an express or implied contract guaranteeing continued employment for any Teacher. All rights are reserved.

This policy does not alter your contract as an employee. You have the right to terminate your employment at any time, with or without cause or notice, and the school has a similar right to terminate an employee under due process of law. Furthermore, your status as a contracted employee may not be changed, except in writing by the CSI Board of Directors.

## **EMPLOYMENT POLICY**

The Carolina School for Inquiry basic structure and personnel guidelines for employment will be consistent with those established by Richland County School District One except that employment and other personnel issues will be referred to the Director/Lead Teacher and to the Carolina School for Inquiry Board of Directors for action and disposition.

### **EQUAL OPPORTUNITY EMPLOYER**

CSI is built upon teamwork and equal opportunity for all employees. The School is proud of the fact that we provide equal employment opportunities to all employees and applicants for employment, without regard to race, color, religion, sex, gender, national origin, age, disability, or status as a Vietnam-era or special disabled veteran in accordance with applicable federal laws. Equal opportunity and equal consideration will be given to all applicants and employees in personnel actions, including but not limited to recruiting and hiring, training, promotion, demotion, discipline, rates of pay or other compensation, transfer, termination, recalls, and social and recreational activities.

**Applicants for teaching positions at Carolina School for Inquiry must submit the following as part of the application process:**

- An official application to Carolina School for Inquiry.
- Videotape illustrating an instructional segment from their classroom.
- South Carolina Teaching Credentials.
- A copy of professional test results for HOUSSE requirements of NCLB as stated above in Section H (Administrative and Teaching Staff), if applicable.
- Three work/professional references

Applicants will be reviewed by the teachers and Director/Lead Teacher of the school and candidates that are most qualified to teach in a multi-age inquiry based curriculum will be selected. Top candidates will be sent a letter inviting them to participate in a second interview. During this time Carolina School for Inquiry personnel will ascertain interviewees' interpersonal skills and collegiality. Time will be spent reviewing videotapes and offering insights and recommendations. Applicants will be given the opportunity to discuss issues facing educators today, what they hope to learn working at Carolina School for Inquiry and what they expect to be their biggest challenges. Job vacancies will be advertised through many sources to assure a diversity of staffing: Carolina School for Inquiry website, local and state newspapers and various job banks. The position notice will include description of duties, requirements and qualifications, statement of Equal Opportunity and Affirmative Action, and closing date. The Carolina School for Inquiry interview committee will make final recommendations to the-Director/Lead Teacher who will make the final decision and submit it to the board for final approval.

### **CRIMINAL RECORD HISTORY CHECK**

The School will obtain a criminal record history check on all new employees from the State Law Enforcement Division (S.L.E.D.) prior to their initial employment.

## **PROBATION PERIOD**

The purpose of this policy is to establish an initial period of employment during which the employee and the School evaluate a new employee's suitability for employment. New employees include former employees who have been rehired. The procedure is as follows:

- The first ninety days of employment with the School are known as the employee's Probationary Period. During this time, the employee is learning about his or her new job. The employee should use this time to evaluate whether the School provides employment opportunities consistent with the employee's career goals. At the same time, the School will critically evaluate the new employee's performance to determine if the employee meets the high standards set by the School's other employees.

Probationary employees, as with other employees, are contracted employees and may be terminated at any time during the probationary period. A probationary employee is subject to immediate discharge for any misconduct or poor/unsatisfactory performance.

- Probationary employees are not entitled to School benefits such as leaves of absence, vacations and paid holidays.
- Upon satisfactory completion of a probationary period, employees may enter the "regular" employment classification at the discretion of the School. Satisfactory completion of the probationary period does not guarantee continued employment with the School,

## **TEACHER EVALUATIONS**

Carolina School for Inquiry will use the South Carolina system for Assisting, Developing, and Evaluating Professional Teaching (ADEPT). Teachers who have less than one year of public teaching experience will participate in an induction program. Teachers who possess a valid SC teaching certificate and have less than one year of public school experience may be employed under a one-year nonrenewable induction contract and shall participate in the induction program. Continuing contract teachers will use informal peer evaluations through cross classroom observations and team meetings to discuss observations. Board policy states that if there are concerns about a teacher's performance or if an employment decision needs to be made, the formal process will be used.

See the Employee Handbook for more detailed information regarding the teacher evaluation process.

## **LEAVE POLICY**

The continuous presence of employees promotes excellence in the instructional program by ensuring the following:

- Uninterrupted continuity of education
- Greater teacher-student contact time
- Consistent classroom procedures

Therefore, the Board of Directors expects employees to come to work everyday. The Board of Directors recognizes, however, that certain absences are unavoidable. At such times, employees should take leave according to the following guidelines:

### **SICK LEAVE**

Sick leave is earned at the rate of 1 and one-fourth day per month. If not employed on the first working day of the month earned sick leave begins on the first day of the following month. Sick leave is credited at the close of business on the last working day of the month. Any unused sick leave can be carried over year to year up to a maximum of 30 days. **Unused sick leave will be forfeited upon termination of employment.**

An employee may use sick leave for personal or family illness.

Family is considered to be:

- Spouse
- Son, son-in-law, stepson
- Daughter, daughter in-law, stepdaughter
- Mother, mother in-law, stepmother
- Father, father in-law, stepfather
- Brother, brother-in-law, stepbrother
- Sister, sister-in-law, stepsister
- Grandparent, grandchildren
- Guardian and ward or other relative living in the household at the time of illness
- Aunt, uncle
- Cousin

An employee may also use 4 days of sick leave per year for personal business.

The request for personal business should be made no less than 24 hours in advance to your supervisor.

### **VACATION LEAVE**

Vacation days for twelve-month employees are accrued at the rate of five-sixths of a day per month. Employees must work 6 months before they can take vacation leave days. Vacation days are not advanced and are not to exceed 20 accumulated days per year. An employee must give two weeks notice of resignation in order to be paid for unused accumulated vacation days. Payment for unused accumulated vacation days is limited to a maximum of 20 days. You must give at least a two-week notice to your supervisor, prior to a planned absence.

**Any type of Leave from a previous employer is not transferable to CSI.**

## **Classification of Employees:**

Twelve-month employees - Twelve- month employees are all employees who work year round minus vacation time (240 day employees). These employees usually consist of non-teaching positions. These employees are considered full-time.

Ten-month employees – Ten- month employees do not work year round and generally work 10 months (190 day contracts) with summer breaks.

A full time regular employee will work a 40 hour work week on a regular basis.

A part time employee will work fewer than 30 hours per week on a regular basis.

Please direct any questions regarding your employment classification to the Director/Lead Teacher.

**Length of School Year** – The length of the School year for a teacher may be 190 days with a minimum of five days for in-service training.

**Length of School Day for Personnel** – The South Carolina Department of Education and Southern Association of Colleges and Schools has established a minimum of 7 ½ hours for teaching personnel. This requirement covers one hour longer than the school day. The reporting and departing times for the School are 7:30 a.m. and 3:30 p.m. unless otherwise arranged by the Director/Lead Teacher.

### **A. FAMILY AND MEDICAL LEAVE ACT (FMLA)**

The Family and Medical Leave Act entitle eligible employees to take up to 12 weeks of leave each year for specified family and medical reasons. An eligible employee has been employed with CSI for 12 months and can take a combination of paid and unpaid leave. Employees can obtain the necessary application/forms from the Director/Lead Teacher. Eligible employees may request FMLA for one or more of the following reasons:

- Birth and care for a newborn child of the employee.
- To care for an immediate family member (spouse, child, or parent) with a serious health condition.
- When the employee is unable to work because of a serious health condition.

Procedures for FMLA:

1. Leave requests must be made at least thirty days in advance of the date the employee would like the leave to begin or, in emergency situations, with as much advance notice as is practicable, using the School's official FMLA Form.

2. For information regarding conditions for required use of accrued time off, benefits accrual, and continuation of group health insurance during leave, please see the Director/Lead Teacher.

3. Unless applicable state or local law requires otherwise, reinstatement will not be guaranteed to any employee returning from leave. However, the School will endeavor to place returning employees in their former position or another position comparable in status and pay, subject to budgetary restrictions.

All questions regarding leaves of absence should be directed to the Director/Lead Teacher. FMLA Forms are also available from the Director/Lead Teacher's Office.

## **B. MILITARY LEAVE**

Military leaves of absence are granted in accordance with applicable law.

## **C. BEREAVEMENT LEAVE**

Twelve-month employees or teachers will be granted up to four days off from work with pay in the event of the death of your spouse, child, parent, grandparent, sibling, father-in-law, mother-in-law, son-in-law, or daughter-in-law. Bereavement leave must be taken in consecutive days. Requests for bereavement leave should be made to the Director/Lead Teacher immediately.

## **D. JURY AND WITNESS DUTY LEAVE**

Employees must notify the Director/Lead Teacher within forty-eight (48) hours after having received notice that you are to serve as a juror and/or witness in municipal, state or federal court. The School will pay the employee's difference between the pay received as a juror or a witness and their normal wages for a period of 2 days. Employees must provide proof to the School the amount of pay received as a juror or witness. Employees who are released from jury and/or witness duty are expected to call their supervisor as soon as possible and to report to work as requested.

## **E. HOLIDAYS**

**All employees are entitled to these holidays:**

*Please refer to the approved school calendar year for dates.*

Labor Day  
Thanksgiving Break  
Winter Break  
Martin Luther King, Jr. Birthday  
Presidents' Day  
Spring Break  
Memorial Day

### **Three-Day Deadline for Notification of Absences**

Absences for three consecutive workdays without notice to the workplace supervisor will be deemed as voluntary resignation.

## **HEALTH POLICY**

Pursuant to the requirements of the Defined Minimum Program for South Carolina School district, all employees are required to sign an “Employees’ Annual statement of Health.” That statement is included on each employee’s contract or Letter of Intent to Employ.

### **Tuberculosis Plan**

The Department of Health and Environmental Control (DHEC) is authorized to establish guidelines for the evaluation of school employees for tuberculosis as required by the law. The guidelines established by DHEC require that each employee have on file documentation of a PPD tuberculin skin test. Most school employees will need to be screened for tuberculosis only one time and will not be evaluated annually. The PPD test can be done at any public health center.

### **Blood borne Pathogens Plan**

The purpose of the Blood borne Pathogens exposure control plan is to eliminate or minimize employee occupational exposure to blood or certain other body fluids and to comply with the OSHA (Occupational safety and Health Authority) Blood borne Pathogens Standard, 29 CFR 1919.1030

## **EXPOSURE CONTROL**

The purpose of this policy is to protect students and staff from blood born pathogens.

1. All employees shall use universal precautions to prevent contact with blood or other potentially infectious materials or fluids:
  - 1.1 Wearing of latex gloves while in contact with blood, bloody bandages, sharps, or other potentially infectious materials for fluids (semen – vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, saliva or any body fluid contaminated with blood), and all body fluids in situations where it is difficult to differentiate between body fluids, when cleaning lavatories, or disinfecting equipment.
  - 1.2 Washing hands and other exposed areas with soap and running water and drying with paper towels immediately after removing latex gloves, and/or exposure to blood or other potentially infectious materials or fluids.
2. Blood spills or other potentially infectious materials or fluids are to be cleaned up immediately.
  - 2.1 Universal precautions specified in section one (1) are to be followed.
  - 2.2 Blood and fluid spills are to be cleaned up, pouring the solution around the periphery of the spill. A chemical disinfectant registered with the Environmental Protection Agency may be used where a bleach water solution is not appropriate (e.g. carpet).
  - 2.3 Neither free draining whole blood nor blood product may be disposed in the Town’s wastewater system.

3. Disposal
  - 3.1 Sharps (discarded medical articles such as needles, syringes, scalpel blade, razor blades, lancet, broken medical glassware, and pasteur pipettes) are to be disposed of in leak proof, rigid, puncture-resistant shatter proof containers immediately after use. The containers are to be red and distinctively marked with the biohazard symbol, and will be located in the health office in each school.
  - 3.2 Band aids, dressings, or other material that is saturated and dripping with blood must be placed in red bags that are double non-permeable 3 mil or equivalent polyethylene. These bags are to be placed in a separate container labeled with a biohazard symbol. Sharps may not be kept in this container. A container is located in the health office in each school.
  - 3.3 Medical waste shall be disposed of in conformance with the regulations of the State. Disposal is to be initiated by priority work order to the Director/Lead Teacher or the Director/Lead Teacher's designee, who shall arrange for disposal of such wastes, keeping such records as may be required by statute. The Director/Lead Teacher shall also develop and publish Standard Operating Procedures for School Operations and Cafeteria staff to implement this policy. A copy of these procedures will be given to each Director/Lead Teacher. The Director/Lead Teacher shall ensure that annual training is provided to all School Operations and Cafeteria staff. The Director/Lead Teacher will develop Standard Operating Procedures and ensure appropriate training for personnel in the school.
4. The Director/Lead Teacher shall review this policy and universal precautions with staff, coaches, and students at least once annually, and provide training as needed.
5. The employee/student handbook shall contain a summary of the appropriate sections of this policy. The employee and student handbook will include a sign off sheet acknowledging receipt and review. All students and employees are required to return the form annually.

## **DRUG AND ALCOHOL POLICY**

**CSI prohibits the possession, use, purchase, distribution, or sell of any controlled substances and alcohol on its premises.** As used in this policy, the term “controlled substance” includes illegal drugs that are not authorized for sale, possession, or distribution under state and/or federal law.

Pursuant to the Drug Free Workplace act of 1988, compliance with this policy is specifically made a condition of employment by the school. An employee who violates this policy will be subject to disciplinary action up to and including discharge.

All school employees are considered employees holding safety sensitive positions because “any lapse in attention or judgment on the part of these employees could result in an immediate threat to a child’s safety.” Therefore, **CSI reserves the right to request a drug screening at any time.** An alcohol and drug screening may be required at the time of employment. Provided that a screening is required, a physician designated by the School would conduct the screening. CSI will pay for all school-required alcohol and drug screenings.

Circumstances in which a drug screening may be required:

1. Observed use, possession, sale, or abuse of illegal drugs.
2. Abuse of alcohol and/or prescription drugs.
3. Apparent physical state of impairment of motor functions and considerable changes in behavior not attributable to other factors.
4. Violations of criminal drug law statutes involving the use of illegal drugs, alcohol, or prescription drugs and/or violations of drug statutes.

These circumstances are strictly limited in time and place to employee conduct on duty or during work hours, on school property, or at a school related or approved function.

**CSI prohibits the use of tobacco products on its premises.**

Tobacco products are defined as cigarettes, chewing tobacco, dip, snuff, cigars and pipes.

## **INSURANCE AND RELATED BENEFITS POLICY**

### **A. INSURANCE BENEFITS**

The School offers benefits such as health, life, dental, and disability insurance benefits. Check with the Director/Lead Teacher and the separate brochures regarding the types and details of such coverage.

### **B. WORKERS' COMPENSATION**

Injuries to any employee are to be reported immediately to the Director/Lead Teacher. If immediate medical attention is required, please seek that attention and report the incident as soon as possible. A First Report of Injury form will be completed and sent to the insurance company to be processed. It is very important that injuries are reported on a timely basis. The first person you should try to contact is the Director/Lead Teacher, **not the insurance company**. Your cooperation will ensure that we are in compliance with the Workers' Compensation Commission.

### **C. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

Better known as HIPAA, this Act entitles employees to health insurance coverage, limiting the extent to which preexisting condition exclusions may apply, requiring special enrollment periods, and providing standard eligibility requirements. If an employee should leave the School, we will provide the employee with a Certificate of Group Health Insurance, which will indicate that the employee did have Health Insurance Coverage or the Health Insurance Coverage was available to the employee. If you have any questions or would like further information regarding HIPAA, please contact the Director/Lead Teacher.

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

Employees who leave the School or whose hours are reduced such that they lose their eligibility for health insurance coverage are entitled to continue their health insurance coverage under COBRA. Employees may continue the health insurance coverage of their dependents or themselves. The employee will be responsible for paying the regular insurance cost plus an additional percentage. If you would like further information or have any questions regarding COBRA, please contact the Director/Lead Teacher.

## **INDIVIDUALS WITH DISABILITIES**

The School complies with the Americans with Disabilities Act and applicable state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities. The School also provides reasonable accommodation for such individuals in accordance with these laws. The School will evaluate the feasibility of requested accommodation in light of the ADA's guidelines, determine whether such accommodation will create an undue hardship on the School, and establish a budget for accommodation as needed. It is the School's policy to, without limitation:

1. Ensure that qualified individuals with disabilities are treated in a nondiscriminatory manner in the pre-employment process and that employees with disabilities are treated in a nondiscriminatory manner in all terms, conditions, and privileges of employment.
2. Administer medical examinations (a) to applicants only after conditional offers of employment have been extended, and (b) to employees only when justified by business necessity, such as for a second medical opinion or a fitness-for-duty exam, or as part of the School's voluntary annual physical examination program.
3. Keep all medical-related information confidential in accordance with the requirements of the ADA and retain such information in separate confidential files.
4. Provide applicants and employees with disabilities with reasonable accommodation, except where such an accommodation would create an undue hardship on the School.
5. Notify individuals with disabilities that the School provides reasonable accommodation to qualified individuals with disabilities, by including this policy in the School's Employee Handbook and in its corporate policies and procedures manual and by posting the Equal Employment Opportunity Commission's poster on not discriminating against individuals with disabilities and other protected groups conspicuously through the School's facilities.

### **Procedure for Requesting Accommodation**

Qualified individuals with disabilities make requests for reasonable accommodation to the Director/Lead Teacher. On receipt of an accommodation request, the Director/Lead Teacher will meet with the requesting individual to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the School might make to help overcome those limitations.

The Director/Lead Teacher, in conjunction with appropriate management representatives identified as having a need to know, will determine the feasibility of the requested accommodation, considering various factors, including, but not limited to, the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, the facility's overall financial resources and organization, and the accommodation's impact on the operation of the facility, including its impact on the ability of other employees to perform their duties and on the facility's ability to conduct business.

The Director/Lead Teacher will inform the employee of the School's decision on the accommodation request or on how to make the accommodation.

## ANNUAL NOTIFICATION

At the beginning of each school year, CSI shall publish in a local newsletter a notice to parents/guardian and eligible students currently in attendance of their rights under FERPA and this policy. CSI shall also send home a bulletin listing these rights, which will also be included with a packet of material provided parent/guardians and eligible students when a student enrolls during the school year.

The notice must include a statement that the parent/guardian or eligible student has a right:

1. Inspect and review the student's education records;
2. A specification of the intent of CSI to *limit* the disclosure of student education records or personally identifiable information contained in a student's education records except:
  - a. by prior written consent of the student's parent(s)/guardian(s) or the eligible student;
  - b. as directory information, provided the Act has also given notice of the types of personally identifiable information it has designated as directory information and CSI has given the parent(s)/guardian(s) or eligible students an opportunity to refuse to let the CSI designate any or all of those types of information about the student as directory information;
  - c. to another school district in which a student seeks or intends to enroll, upon request by such school district and in accordance with law;
  - d. to individuals employed by CSI either as an administrator, supervisor, instructor, or support staff member including health or medical staff and law enforcement unit personnel; Board of Directors when acting as a corporate entity in the discharge of statutory duties and responsibilities, and individuals with whom CSI has contracted to perform a special task (i.e., the school attorney, auditor, medical consultant or therapist) who have a legitimate educational need for access to such records as set forth in CSI policy in accordance with law,
  - e. as otherwise expressly permitted by law.
3. Challenge the contents of the students education records and ask for their amendment to ensure that they are not inaccurate, misleading, or otherwise in violation of the students privacy or other rights; notice of any decision by CSI not to amend a student's education records as requested by the parent(s)/guardian(s) or eligible student and of the right of the parent(s)/guardian(s) or eligible student to a hearing regarding the denial of such a request for amendment;
4. File a complaint with the U.S. Department of Education alleging failure of CSI to comply with FERPA and its regulations; and
5. Obtain copies of this policy and its accompanying regulation, as well as the locations where copies may be obtained.

The policy applicable to the release of student directory information applies equally to military recruiters, the media, colleges and universities and prospective employers.

When student records are inspected by parent(s)/guardian(s) or eligible students, appropriate school personnel must be present where necessary to prevent any misinterpretation or misunderstanding of records. Employees may inspect the records of their children under the supervision of an appropriate member of the professional staff; however, such staff member should not be under the direct evaluation of the parent employee who is viewing his/her child's records.

Under no circumstances may student records be removed from school premises.

The School shall arrange to provide translation of this notice to non-English speaking parent(s)/guardian(s) and eligible students in their native language.

**ANNUAL NOTIFICATION OF RIGHTS UNDER THE  
FAMILY EDUCATIONAL RIGHT AND PRIVACY ACT (FERPA)**

Dear Parent/Guardian or Eligible Student:

This is to advise you that pursuant to the Federal Family Educational Rights and Privacy Act of 1974" (FERPA), and its implementing regulations, as well as Carolina School for Inquiry policy and regulation, parent(s)/guardian(s) or students under 18 years of age and students over 18 years of age ("eligible students") are entitled to certain rights with respect to a students education records. These rights are set forth below.

1. Parent(s)/Guardian(s) and eligible students have a right to inspect and review the student's education records defined by law to include those records, files, documents, and other materials which contain information directly related to the student and are maintained by Carolina School for Inquiry or by a person acting for the CSI. A parent/guardian or an eligible student shall make a request for access to that student's education record, in writing to the Director/Lead Teacher of the school at which the student is, or was last, in attendance. Upon receipt of such request, arrangements shall be made to provide access to such records within a reasonable period of time, but in any case, not more than thirty (30) days after the request has been received.

2. Parent(s)/Guardian(s) and eligible students are also entitled to challenge the contents of such records, to ensure that they are not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, and to ask for the correction or deletion of any such inaccurate misleading, or otherwise inappropriate data contained therein. Parent(s)/Guardian(s) and eligible students are also entitled to notice of any decision by Carolina School for Inquiry not to amend a student's education records as requested by the parent/guardian or eligible student, and of their right to a hearing regarding Carolina School for Inquiry's denial of a request for such an amendment. Any questions concerning the procedure to be followed in making a challenge and/or requesting a hearing should be directed to the Director/Lead Teacher.

3. Parent(s)/Guardian(s) and eligible students have a right that student education records, and any material contained therein which is personally identifiable, are confidential and may not be released or made available to persons other than parent(s)/ guardian(s) or eligible students without the prior written consent of such parent(s)/ guardians or eligible student(s) except:

a. as directory information unless the parent(s)/guardian(s) or eligible student objects by September 1st of each school year. Carolina School for Inquiry student directory information includes name, address, telephone listing, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height (if members of athletic teams), degrees and awards received, and the name of the educational agency or institution previously attended by the student. Parent(s)/Guardian(s) and eligible students may refuse to let Carolina School for Inquiry designate any or all of the above information about the student as directory information,

b. to another school district in which a student seeks to enroll or intends to enroll, upon request by such district,

c. to individuals employed by Carolina School for Inquiry either as an administrator, supervisor, instructor, or support staff member including health or medical staff and law enforcement unit personnel, school board members when acting as a corporate entity in the discharge of statutory

duties and responsibilities; and individuals with whom the Carolina School for Inquiry has contracted to perform a special task. (i.e., the school attorney; auditor, medical consultant or therapist) who have a legitimate educational need for access to such records. A legitimate educational for any of these individuals to access a student's records without prior written consent of a parent/guardian or eligible student will be deemed to exist only when it can be shown that such access and disclosure is necessary for any such individual to fulfill his/her professional responsibilities; or

d. as otherwise expressly permitted by law.

4. Parent(s)/Guardian(s) and eligible students have a right to obtain a copy of the Carolina School for Inquiry's policy and accompanying regulation pertaining to the confidentiality of student education records. A copy of said policy and regulation may be obtained from the Director/Lead Teacher.

If you feel that your rights under the "Family Educational Rights and Privacy Act of 1974" have been abridged as a result of alleged failures by Carolina School for Inquiry to comply with the requirements of FERPA you may file a complaint with the U.S. Department of Education, Family Policy Compliance Office, 600 Independence Avenue, S.W., Washington, D.C. 20202-4605.

## **SCHOOL SEARCHES POLICY**

To safeguard the property and lives of our students, staff and administration and to help prevent the possession, sale and use of illegal drugs on the school premises, and support the school's prohibition of possessing weapons on the school premises. Pursuant to S.C. Ann. § 59-63-1110 et. seq., any person entering the premises of our school will be deemed to have conceded to a reasonable search of his person and effects therefore, school administrators and officials may conduct reasonable searches on the school property of lockers, desks, vehicles and personal belongings such as purses, book bags, or satchels with or without probable cause.

In addition, the school reserves the right to search any employee's office, desk, files, locker, computer or any other area or article on the school's premise. In this connection it should be noted that all offices, desks, files, lockers and so forth are the property of the school and are issued for the use of the employees only during their employment with the school. Inspections may be conducted at any time at the discretion of the school.

In conjunction with implementing this policy, this school has posted notices in conspicuous places throughout the school informing all employees, visitors, students, parents and other persons of the school's policy and the right to conduct inspections and question individuals.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy will not be permitted to enter the premises.

Employees working on or entering or leaving the premises who refuse to cooperate in an inspection as well as employees who after the inspection are believed to be in possession of stolen property or illegal drugs, will be sent immediately to the office and will be subject to disciplinary action up to and including discharge if on investigation they are found to be in violation of the school security procedures or any other school rules and regulations.

## **CONCEALABLE WEAPONS**

The School strictly prohibits the carrying and/or possession of a concealed weapon on School premises and/or equipment. The employee or visitor who brings a concealed weapon onto the premises or on the School equipment is in violation of School policy and South Carolina statutes. S.C. Code Ann. §§ 23-31-220 and 16-11-620. The prohibition of the possession of a weapon of any kind on the School premises extends to personal vehicles as well as School-owned vehicles, which are subject to search as outlined in our school searches policy.

## ELECTRONIC AND TELEPHONIC COMMUNICATIONS

All electronic and telephonic communications systems and all communications and information transmitted by, received from, or stored in these systems are the property of the School and as such are to be used solely for job-related purposes. The use of any software and business equipment, including, but not limited to facsimiles, telephones, copiers, computers, and printers for private purposes is strictly prohibited.

Employees using this equipment for personal purposes do so at their own risk. Further, employees are not permitted to use a code, access a file, or retrieve any stored communication unless authorized to do so or unless they have received prior clearance from an authorized School representative. All pass codes are the property of the School. No employee may use a pass code or voice-mail access code that has not been issued to that employee or that is unknown to the School. Moreover, improper use of the E-mail system (e.g., harassment or spreading offensive jokes or remarks) will not be tolerated. Employees who violate this policy are subject to disciplinary action, up to and including discharge.

As a condition of employment and continued employment, employees are required to sign an E-mail and voice-mail acknowledgement form. Applicants are required to sign this form on acceptance of an employment offer by the School.

## **EMPLOYEE DISCIPLINE POLICY**

CSI has taken careful consideration in its selection of employees. It is our hope that discipline of any kind would be limited, however CSI does reserve the right to engage in disciplinary action against any employee that violates any policies and/or rules of the school. The Director/Lead Teacher will handle all necessary disciplinary procedures.

It is the policy of CSI that the following steps of progressive discipline will be taken against an employee in violation of any policies, rules, guidelines, regulations, or rules of conduct of CSI.

### **PROGRESSIVE DISCIPLINE**

When possible and practical, disciplinary action will follow a progressive sequence. The normal sequence of action is:

- Step 1. Oral Counseling
- Step 2. Written Reprimand
- Step 3. Dismissal From Employment

The purpose of progressive discipline is to ensure that the employee is fully aware of any performance deficiencies that exist and to provide the employee with a reasonable opportunity to correct such deficiencies. Employees will be given an opportunity to respond to any intended disciplinary action on the part of the supervisor either orally or in writing.

The Director/Lead Teacher may omit any stage of the above process if, in their opinion, the problem cannot be corrected by a less severe form of disciplinary action.

#### **Step 1 – Oral Counseling**

An oral counseling between the Director/Lead Teacher and the employee is the appropriate disciplinary action in the following circumstances: occurrences of unacceptable deviations from established rules or regulations;

- a. establishment of an apparent pattern of behavior or performance which is contrary to the work goals of the employee's work group or department;
- b. decline or deterioration in previously acceptable conduct or work quality to levels below acceptable standards; and/or other
- c. instances of poor performance or conduct which interfere with the operation of the work unit or its personnel, but which, by themselves, are not sufficiently serious to warrant a written reprimand.

The Director/Lead Teacher will document an oral counseling. The Director/Lead Teacher will also provide a written record for the counseling and provide the employee with a reminder of the work standards expected. Documentation of an oral counseling will not be placed in the employee's official personnel file. In addition, an oral counseling cannot be appealed through the grievance process.

#### **Step 2 – Written Reprimand**

A written reprimand is the appropriate disciplinary action in the following circumstances:

- a. failure of the employee to carry out agreed upon corrective actions to establish acceptable work or conduct standards after oral counseling;

- b. minor damage to or loss of CSI property because of the employee's negligence; and/or
- c. other deficiencies in performance or conduct which are serious enough to warrant more stringent action than a personal conference.

The written reprimand will be prepared by the Director/Lead Teacher, A copy of the prior, documented oral counseling, if any, will be attached to the written reprimand. A copy of the written reprimand signed by the Director and the employee (or witness) will be placed in the employee's official personnel file.

If the employee disagrees with the cause or content of the written reprimand, the employee may grieve this disciplinary action in accordance with CSI's Grievance Policy.

### **Step 3 – Dismissal From Employment**

Each potential case for dismissal from employment will be considered on its individual merits. Generally, however, dismissal from employment may be the appropriate action in any of the following circumstances:

- a. incompetence (including lacking the requisite skills or abilities to perform the assigned job);
- b. theft;
- c. physical assault against employees, students, or visitors;
- d. violation of law, either on or off the CSI campus, resulting in a felony conviction;
- e. commission of an act of moral turpitude, including sexual harassment of students, visitors, or other employees;
- f. gross neglect of assigned duties;
- g. insubordination, willful disobedience, and/or refusal or failure to follow directives or perform work properly assigned by a supervisor;
- h. dishonest actions, including falsification of information to secure a CSI position or falsification or intentional destruction of any other CSI records;
- i. gross or repeated failure to abide by rules and regulations of CSI, or of federal, state, or local laws;
- mismanagement of a position by action, inaction, or neglect that places the lives or property of others in jeopardy; and/or
- j. substandard performance or conduct which continues despite attempts at correction through discipline or counseling.

The Director/Lead Teacher is responsible for providing accurate information indicating that the dismissal is not sought because of the employee's race, gender, age, religion, sexual orientation, disability, national origin, or as illegal retaliation for a protected act by the employee.

#### **Pre-dismissal Procedures**

The Director/Lead Teacher will give written notice to the employee of the intent to dismiss the employee from employment consisting of the following information:

- a. the effective date and time of the dismissal
- b. the reason for the dismissal in sufficient detail to enable the employee to respond;
- c. a description of previous attempts to correct the problem(s) which constitute the reasons for the dismissal; and
- d. a statement of the employee's right to an opportunity to respond to the asserted reason(s) to the department head before the dismissal becomes effective (normally 2 working days).

If the employee submits a response either orally or in writing, the Director/Lead Teacher will take into consideration any information submitted in the final decision. The Director/Lead Teacher will respond to the employee in writing. An employee is not required to respond and does not waive any rights under this policy by not responding prior to dismissal.

## **GRIEVANCE POLICY**

### **CONFLICT RESOLUTION PROCEDURE**

In the interest of effective personnel management, the administration and Board of Directors recognize the need for a personnel grievance procedure to provide prompt and effective means of resolving any differences that may arise among our personnel, be it between employees or between employees and administrators. Such procedure would be available to all employees, regardless of whether they are teaching employees or staff.

A grievance shall be defined as follows; a disagreement involving the work situation in which an individual or group of individuals believe that an injustice has been done because of lack of policy, or because of a policy that is unfair, or a deviation from, or misapplication or interpretation of a policy or contract.

The purpose of this procedure is to settle personnel grievances and complaints at a level as close as possible to the points of their origin. Proceedings will be informal and confidential whenever possible.

Also, an objective of the administration and Board is that the grievance be settled as quickly as possible; therefore, there will be no extension of the prescribed time for moving through the grievance procedure except upon a compelling showing of good cause. All appeals for such extension of time will be submitted to the Board Chair.

#### **LEVEL I - (*Appeal to Director/Lead Teacher*)**

**Step 1** - Any employee having a grievance shall first orally review or discuss such grievance with the party directly involved unless the grievance is with the Director/Lead Teacher or his designee. In such case, grievance shall proceed to Step 2.

**Step 2** - If the grievance is with the Director/Lead Teacher or his designee, the employee may direct a written grievance to the Chair of the Board of Directors but the employee must copy the Director/Lead Teacher or his designee, giving the Director/Lead Teacher or the designee five (5) working days to resolve the matter before the Board of Directors Chair is to act.

In the case where the complaint or grievance is not with the Director/Lead Teacher or his designee, if the decision of Step 1 does not resolve the matter to the satisfaction of the employee, such employee shall have the right to present the grievance in writing to the Director/Lead Teacher using the grievance form provided in the handbook or at the main office. If the grievance is with the Director/Lead Teacher or his designee, then the employee shall have already presented the grievance in writing to the Chair of the Board of Directors.

The written grievance will consist of a concise statement of facts upon which the grievance is based. If a policy rule or regulation is in question, attach a copy of that policy and reference the specific provision if a specific provision applies. At the request of the employee, the Director/Lead Teacher shall also forward a copy of such grievance to the Chairperson.

**Step 3** - If the grievance is with the Director/Lead Teacher or his designee and the Director/Lead Teacher has not resolved the matter within five (5) working days, the employee must directly notify the Chair of the Board of Directors of such. In all cases, the institution of Step 2 must be done within ten (10) working days after completing Step 1.

The employee may also include in the appeal a request for a meeting with the Director/Lead Teacher or his designee, or depending on the circumstances, the Chair of the Board of Directors. Such meeting shall be held within five (5) working days after the Director/Lead Teacher/designee/Chairperson's (hereinafter "School Representative") receipt of such request, and the grieved employee shall be advised in writing of the time, place and date of the meeting. The meeting will be informal and confidential. The grieved employee may bring a colleague or friend who is employed with the school to attend this meeting. The School Representative may also have a colleague employed with the school in attendance at this meeting.

The School Representative will take action on the written grievance within five (5) working days of the receipt thereof, if no meeting has been requested. In the event that a meeting has been requested, the school representative will take action within five (5) working days after the conclusion of the meeting. The action that is taken and the reasons for the action shall be reduced to writing and copies will be sent to the grievant and to the Chairperson. In the event that the Chairperson was the School Representative, the action shall be reduced to writing and copies will be sent to all members of the Conflict Resolution Committee (hereinafter "the Committee").

#### **LEVEL II - (Appeal to Conflict Resolution Committee)**

**Step 1** - If the decision of the School Representative does not resolve the grievance to the satisfaction of the employee or if no decision is made within the allotted time, the grievant may appeal in writing to the Committee by filing an appeal with the Chairperson within five (5) working days from their receipt of the School Representative's decision or five (5) working days from the time at which the decision should have been rendered. This appeal includes a hearing. If the Chairperson was the School Representative in Level I, the Chairperson may not participate in rendering the decision.

The grieved employee may bring a colleague or friend also employed with the school. The Committee shall render a decision on the matter within five (5) working days after the conclusion of the hearing. The decision and the reasons therefore shall be reduced to writing with such copies sent to the grievant, the Director/Lead Teacher and to the Chairperson of the Board of CSI (hereinafter "Chairperson of the Board") within five (5) working days. Depending on the matter before the Board, a court reporter or stenographer may be required pursuant to the General Provisions.

#### **LEVEL III - (Appeal to Board)**

**Step 1** - If the action taken by the Committee does not resolve the grievance to the satisfaction of the grievant, he/she may advise in writing to the Chairperson of the Board that the grieving employee is appealing the decision to the Board. Any such request must include a brief statement of the questions to be presented to the Board. Failure to file such a request with the Chairperson of the Board within five (5) working days after the receipt of the Committee's decision on the grievance shall make the decision of the Committee the final judgment in the matter. Any members of the Board who are Committee members, including the Director/Lead Teacher, shall not participate at this appeal level.

Upon receiving the grievant's request to be heard by the Board, the Chairperson of the Board, at the next regularly scheduled meeting of the Board, will present to the Board the grievant's request to be heard together with all copies of correspondence and decisions from Level I and II with such correspondence and decisions to be provided by the Director/Lead Teacher or other School Representative. After examining these materials, the Board may or may not grant the request. Written notice on the Board's

decision on whether to grant the request will be rendered within forty five (45) calendar days of the Board's receipt of the request. If the Board decides to hear the matter, the grievant will be given written notice of the date, time and place of such hearing. A copy of the Board's decision shall be sent to the grievant, the Committee and the Director/Lead Teacher within ten (10) working days.

At this level legal counsel may represent the grievant. Such counsel must practice law in South Carolina and be a member in good standing of the South Carolina Bar. Such counsel is to be provided by the employee at the employee's cost. If the employee chooses to be represented by counsel at Level III, written notice to the Chairman of the Board of that intent must be given not later than fifteen (15) calendar days prior to the scheduled date of the hearing before the Board. Failure to give such notice shall result in the postponement of the hearing.

### **GENERAL PROVISIONS**

1. No person shall be the object of an administrative retaliation sanction or penalty of any kind for either initiating or participating in this grievance procedure.
2. If the subject of the grievance proceedings is that of an employee termination because Carolina School for Inquiry employees are at-will employees, the termination will be upheld unless the Board determines that the termination was retaliatory or illegal.
3. If the subject of the grievance proceeding is that of an employee termination or suspension, in a hearing before the Committee or the Board, the employee may subpoena witnesses with such subpoena being issued through the Board limiting the number of witnesses to no more than 10 witnesses per teacher and administration.
4. Notices of times of hearings and place for appeals will be sent to the employee, at the employee's last known address, by certified mail, return receipt requested.
5. All testimony at any hearing shall be taken under oath with any member of the Board administering the oath.
6. A record of all other hearings may be taken by tape with the exception of those hearings concerning suspension or termination.
7. If the subject of the grievance proceeding is that of an employee termination or suspension before the Board or the Committee, a record of the proceeding shall be made with the Board securing a court reporter or stenographer. The cost of the court reporter or stenographer will be paid in full by the Board unless the decision is unfavorable to the employee then in which case the employee will be asked to pay one-half. Either party desiring a transcript of hearing shall pay for the cost thereof.
8. Director/Lead Teacher or his designee will represent the school and present the case in a hearing unless the grievance is with the Director/Lead Teacher or unless legal counsel will represent the grievant.

## **HARASSMENT POLICY**

Harassment disrupts the work environment. The School's goal is to provide a School free of tensions created by racial, religious, sexist, gender-based, ethnic, age-based, veteran-based, or disability-based remarks or animosity, unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature. All employees must avoid offensive and inappropriate behavior and are responsible for ensuring that the School is free from all forms of harassment. Such behavior includes the improper use of the e-mail system (e.g., spreading offensive jokes or remarks) will not be tolerated. **ALL EMPLOYEES HAVE THE RESPONSIBILITY TO IMMEDIATELY REPORT ANY HARASSMENT OR OTHER CONDUCT, WHICH VIOLATES THIS POLICY.**

With respect to **sexual harassment**, the School prohibits the following:

1. Unwelcome sexual advances; requests for sexual favors; and all other verbal or physical conduct of a sexual or otherwise offensive nature, especially where:
  - Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
  - Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
  - Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
2. Offensive comments, jokes, innuendoes, and other sexually orientated statements.
3. Any form of discrimination or harassment based on one's gender. Examples of the types of conduct expressly prohibited by this policy include, but are not limited to, the following:
  - Touching, such as rubbing or massaging someone's neck or shoulders, stroking someone's hair, or brushing against another's body.
  - Sexually suggestive touching.
  - Grabbing, groping, kissing, fondling.
  - Violating someone's "personal space."
  - Whistling in relation to addressing someone's body.
  - Lewd, off-color, sexually oriented comments or jokes.
  - Foul or obscene language.
  - Leering, staring, stalking.
  - Suggestive or sexually explicit posters, calendars, photographs, graffiti, cartoon.
  - Unwanted or offensive letters or poems.
  - Sitting or gesturing sexually.
  - Offensive E-mail or voice mail messages.
  - Sexually oriented or explicit remarks, including written or oral references to sexual conduct, gossip regarding one's sex life, body, sexual activities, deficiencies, or prowess.
  - Questions about one's sex life or experiences.
  - Repeated requests for dates.
  - Sexual favors in return for employment rewards, or threats if sexual favors are not provided.

- Sexual assault or rape.
- Any other conduct or behavior deemed inappropriate by the School.

Each member of school administration is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Further, employees are responsible for respecting the rights of their coworkers and immediately reporting any type of conduct, which violates this policy.

### **Harassment Violation Procedures**

The School will take immediate and appropriate action against anyone, including supervisors, coworkers, or visitors who engage in harassing conduct. Any employee affected by such conduct, whether it is verbal or physical, or who witnesses or is informed of such conduct, **must** notify the Director/Lead Teacher **immediately**. The School will promptly investigate any claims of harassment, regardless of whom they are directed towards, and will take appropriate action. All claims will be held as confidential as possible, although the School cannot guarantee the complaint or investigation will remain confidential. No form of retaliatory action will be taken or tolerated against those who make such claims. Certainly, the School welcomes your verbally informing the administration of the School that there is a harassment claim thereby giving a harassed individual the opportunity to go to someone else other than the Director/Lead Teacher in the event the Director/Lead Teacher is the perpetrator. **A harassment acknowledgement form and harassment claim form is provided in this manual for ease of filing a complaint.**

**VIOLATION OF THE HARASSMENT POLICY IS GROUNDS FOR DISCIPLINE UP TO AND INCLUDING DISCHARGE.**

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**Employee Copy**

**I HAVE READ AND UNDERSTAND THE SCHOOL HARASSMENT POLICY.**

\_\_\_\_\_  
Name of Employee (Please print)

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Administration Witness (Please print)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

-----  
**Employer Copy to be kept in Employee Personnel File**

**I HAVE READ AND UNDERSTAND THE SCHOOL HARASSMENT POLICY.**

\_\_\_\_\_  
Name of Employee (Please print)

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Administration Witness (Please print)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date



## **TERMINATION/DISMISSAL POLICIES**

### **1. Voluntary Resignation/Termination Procedures.**

If you find it necessary to resign your position, you should do it in a positive, professional manner that will reflect positively on your personnel record. Employees are requested but not required to give a minimum of two (2) weeks notice. Any employee who resigns or is terminated will be responsible for returning all School property one week prior to the date resignation or at the time of termination. Failure to do so will result in the cost of these items being deducted from the employee's final paycheck.

### **2. Teacher Employment and Dismissal Procedures.**

Carolina School for Inquiry will adopt the procedures for the employment and dismissal of teachers outlined in S.C. Code Ann. 59-25-410 et. seq. (1990). The Director/Lead Teacher will give written notice to the employee of intent not to offer an employment agreement no later than April 15 of each year. The teacher will have an opportunity for due process and a hearing with the Carolina School for Inquiry Board in accordance with the grievance procedure. The decision of the board is final.

### **3. Employment and Dismissal Procedures for Administrative and/or Non-teaching Staff.**

Administrative, paraprofessional, and non-teaching staff will receive written notice from the Director/Lead Teacher of intent not to offer an employment agreement no later than June 15 of each year. The employee will have an opportunity for due process and a hearing with the Carolina School for Inquiry Board in accordance with the grievance procedure. The decision of the Board is final.

**EMPLOYEE ACKNOWLEDGEMENT OF RECEIPT OF POLICY MANUAL**

**Employee Copy**

**I understand that this manual does not constitute an employment contract or alter the at-will nature of my employment with Carolina School for Inquiry. I understand that this manual is to provide guidelines, policies, procedures, and practices of the School. I understand that from time-to-time the School may amend, alter, modify, or make exception to its manual with approval from the CSI Board of Directors. I understand that this manual creates no contract of employment, either express or implied. I understand that my employment is at-will and that the School has outlined within this manual the nature of at-will employment. I further understand that no School policy, practice, statement, or oral representation made by any School representative shall limit or alter this at-will relationship.**

I understand and agree to the policies, rules and practices of the School.

PRINT FULL NAME: \_\_\_\_\_

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

REPRESENTATIVE OF EMPLOYER: \_\_\_\_\_

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

POSITION OF REPRESENTATIVE: \_\_\_\_\_

**EMPLOYEE ACKNOWLEDGEMENT OF RECEIPT OF POLICY MANUAL**

**Employer Copy to be Kept in Employee Personnel File**

**I understand that this manual does not constitute an employment contract or alter the at-will nature of my employment with Carolina School for Inquiry. I understand that this manual is to provide guidelines, policies, procedures, and practices of the School. I understand that from time-to-time the School may amend, alter, modify, or make exception to its manual with approval from the CSI Board of Directors. I understand that this manual creates no contract of employment, either express or implied. I understand that my employment is at-will and that the School has outlined within this manual the nature of at-will employment. I further understand that no School policy, practice, statement, or oral representation made by any School representative shall limit or alter this at-will relationship.**

I understand and agree to the policies, rules, and practices of the School.

PRINT FULL NAME: \_\_\_\_\_

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

REPRESENTATIVE OF EMPLOYER: \_\_\_\_\_

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

POSITION OF REPRESENTATIVE: \_\_\_\_\_