

2017-2018 Employee Handbook

*Updated March 2017*

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**Section 1: Introduction**

**1.1 Introduction**

For the benefit of all employees, we would like to acquaint you with the policies governing employment with Resurgence Hall Charter School (“the School” or “Resurgence Hall”). This handbook sets out and explains the School’s employment policies and supersedes all previous handbooks and written or implied policies.

Occasionally, it may become necessary to modify, change, update, revoke, replace or even terminate the policies outlined in this handbook, and the School reserves the right to make changes at any time at its discretion. You will be informed about any changes, but changes can also be made without notice. NOTE, this handbook **does not, nor is it intended to, create any contractual rights or obligations, and it is not a contractual agreement.** Although we hope your employment at the School will be rewarding, both you and the School retain the right to end the employment relationship at any time and for any reason with or without cause or notice. Please understand that no one except the Executive Director has the authority to enter into any agreement with you for employment for any specified period or to make any promises or commitments contrary to the foregoing, and any such agreement must be in writing and signed by both parties.

This handbook applies to all employees of the School unless otherwise stated by a written agreement signed by both the Executive Director and employee. At all times, the School remains solely responsible for the interpretation of this handbook’s provisions and its application. In applying its policies and procedures, the School retains the right to make decisions based on the Administration’s assessment of its needs and consideration of the specific facts and circumstances presented by each individual situation. If you have any questions, please do not hesitate to contact the Executive Director.

We wish you the greatest success in your position and again, hope your employment at Resurgence Hall is a rewarding experience.

Excellence Every Day,



Tori Jackson Hines

Executive Director

Resurgence Hall

**1.2 Mission, Vision, Values**

**Mission**: Within a structured, joyful, and values-based school community, and with an absolute focus on academic achievement, Resurgence Hall educates every K-8 student for success in high school, college, and life.

**Vision:** The vision of Resurgence Hall is to increase the number of college graduates prepared to lead our nation through innovation and creative problem solving with a commitment to social justice and servant leadership.

**Values:**

* **Reflection:** Every thought, action, and word is a choice. Our choices impact, not only our own life, but the lives of those around us, both locally and globally. We must always reflect on our choices - understanding the implications both now and beyond.
* **Integrity:** Good character matters. We are always honest, trustworthy, and fair in all that we say and do.
* **Service:** We build ourselves up to build up others. Our talents and skills are worthless unless we use them in service of uplifting and empowering others.
* **Endurance:** We never, ever give up. In the face of any and every challenge we persevere.

**Section 2: Employment Policies**

**2.1 Equal Employment Opportunity**

The School is an Equal Employment Opportunity (EEO) employer and does not discriminate against employees or qualified job applicants on the basis of race, religion, color, sex, age, national origin, disability, veteran status, marital status, sexual orientation, genetic information, or any status or condition protected by federal, state, or local law or ordinance. This policy extends to, but is not limited to, recruitment, selection, compensation, benefits, promotion, training, and termination.

**2.2 Background Checks and Fingerprints**

To provide for the safety and security of Resurgence Hall students, employees, and visitors, all Resurgence Hall employees, contractors, and volunteers who work around students must obtain a favorable criminal background check prior to beginning employment/service. This is to help ensure that all staff members at Resurgence Hall are of the highest quality, we will conduct checks of employment references on all applicants prior to extending an offer of employment.

Additionally, Resurgence Hall requires all employees to obtain an updated background check every five years. A third party service is used to collect fingerprints for the background checks, which are forwarded to the Georgia Bureau of Investigation (GBI) and the Federal Bureau of Investigation (FBI). The criminal history sent by GBI and FBI is reported as far back as criminal history exists.

If either an applicant or an existing employee has been convicted of any crime, the Executive Director will determine if employment is possible or can be continued based on the following criteria; the position applied for, length in position, contact with students, type of crime, quantity of crime(s), date(s), and relation to performance of duties. An applicant or existing employee convicted of a felony that involves harm against a minor will not be eligible for employment or will be subject to termination if they are a current employee. Applicants and existing employees have an ongoing obligation to notify the Executive Director within three days of all arrests and convictions excluding minor traffic violations.

**2.3 Accommodations for Disabilities**

Resurgence Hall is committed to complying with the Americans with Disabilities Act “ADA”) and all other applicable federal, State of Georgia and local laws and to ensuring equal opportunity in employment for qualified persons with disabilities.

Qualified individuals with a disability may make a request for a reasonable accommodation to the Executive Director. A reasonable accommodation may include, but are not limited to, providing modified equipment or devices, modifying workplace policies. On receipt of an accommodation request, the Executive Director will meet with the requesting individual to discuss and identify the precise limitations resulting from the disability and the potential reasonable accommodation that the School might make to help overcome the disability. The School may request supporting medical documentation from the individual’s health provider in order to verify the disability and the precise nature of the limitations as well as to ensure you can safely perform the essential functions of your job with the accommodations. We may also ask you to submit to an independent medical or other appropriate examination, at our expense, to help us assess your needs. The information requested from your healthcare provider is protected health information (“PHI”) and your healthcare provider may not release such PHI to the School without your specific authorization. You will be notified if information is needed from your healthcare provider so you may provide the authorization for release of the requested PHI.

**2.4 Employment Classifications**

All employees of the School will be classified as either full-time or part-time, and either exempt or non-exempt. We may also hire consultants and/or temporary employees, as needed.

**Full-time employees**: Full time employees are those who are scheduled to work the full-academic year at a rate of more than 40 hours per week. All full-time employees are eligible to participate in the School’s benefits program. Full time employees may be “exempt” or “non-exempt” as defined below.

**Part-Time Employees:** Part time employees are those who are scheduled to work fewer than 40 hours per week. Part- time employees are not eligible to participate in the School’s benefits program.

**Exempt Employees:** Employees whose positions meet specific tests established by the Fair Labor Standards Act (FLSA) and state law and who are exempt from overtime pay requirements. Schools, professional employees (i.e. teachers), outside sales representatives, and administrative positions are typically, but not always, exempt.

**Non-Exempt Employees:** Hourly employees are typically non-exempt employees who work the schedule that is agreed upon at the time of employment and are not exempt from overtime pay requirements. The School is entitled to change this schedule from time to time as needed. Hourly employees may or may not be eligible for employee benefits. A written agreement memorializing the School’s decision to grant hourly employees employee benefits is required before such benefits become effective.

**Consultant:** Consultants are independent contractors who work under a consultancy agreement. Consultants have no employee status, and are not eligible for benefits.

**Temporary Employee:** Temporary employees are those employees whose employment with the School is for a limited period, generally not exceeding two academic quarters, or five months, whichever is greater. Temporary employees are not entitled to participate in the School’s benefits program.

Leased employees, independent contractors and freelancers are not employees of the School and are not entitled to any benefits. If you change positions during your employment as a result of a promotion, transfer or otherwise, you will be informed in writing by the Executive Director of any change in your exemption status. Please direct any questions regarding your employment classification or exemption status to the Executive Director.

**2.5 Salary and Wage Policy**

Resurgence Hall will consider a wide variety of factors in setting salary structure. These may include, but are not limited to:

1. Past teaching performance and past experience at Resurgence Hall or elsewhere
2. Level of education
3. Additional work responsibilities

**Section 3: Schedules, Compensation, and Travel**

**3.1 Payment of Wages and Salaries**

Generally, employees are paid on the 15th and last day of the month. For the convenience of our employees, the School has instituted an option of direct deposit for employee paychecks. All requisite contributions to benefits will be withheld on each paycheck. There are twenty-four (24) pay periods every year. At your request, the School will deposit your paycheck directly to the bank of your choice. To enroll in the direct deposit system, please complete a direct deposit application and return it to the Operations Manager. Withholding and deductions will be made for federal, state, and/or city taxes as well as for other authorized deductions such as health care plan costs, etc.

Employees must review their own paychecks for errors including but not limited pay amount, deductions, etc. Employees finding a mistake on a paycheck should report it to the Operations Manager as soon as possible.

All paystub information, both current and past as well as W-2, will be available by logging into the payroll provider portal; no paper statements will be distributed.

Please see the appendix for the 2017-2018 pay dates.

**3.2 Work Day Schedule**

All staff are expected to arrive no later than 7:00am and remain at school until at least 4:45pm daily, unless a different schedule has been agreed upon and approved by the Executive Director. In certain cases, “flex time” may be approved, in advance, by the Executive Director to compensate for weekend or after-hours time deemed necessary by the employee’s job responsibilities. Typically, this flex time arrangement will have been detailed in the employee’s job description.

The annual calendar can be found in the appendix of this handbook, which details the days students are present, professional development days, and days the school is closed. This calendar may be updated from time to time by the Executive Director or Governing Board.

Teachers: Teacher work days include all days that students are present and any days indicated as professional development on the attached school calendar.

Administrators: All administrative staff, including the Executive Director, Director of Curriculum and Culture, and Operations Manager, are expected to work every day, Monday – Friday, throughout each calendar year, except the holidays identified in section 4 of this handbook. On days identified as student vacation days on the school calendar, operations team members may be granted time off (unpaid for hourly staff), reduced hours, or permission to work from home at the Executive Director’s discretion.

Regular attendance is an essential requirement of your employment at the School. In addition, absenteeism deemed excessive in the Executive Director’s sole discretion may result in discharge. The School expects all employees to arrive to work each day on a timely basis. More than three (3) unexplained late arrivals in one (1) month may result in postponing or negating of a salary increase and/or disciplinary action, up to and including termination. Three (3) consecutive days of absence without notification will constitute voluntary resignation from employment as of the last day worked.

There are evening events such as family workshops that take place approximately once a month. The schedule for these events will be shared at the beginning of the school year.

There may be occasions when employees need to arrive late or leave early (no more than 2 hours). In such situations where there is an anticipated absence, staff should notify their supervisor at least one week in advance so coverage can be arranged. Staff should inform their supervisor of the reason for the late arrival or early departure. The fact that your absence or tardiness may be approved does not insulate you from a review of the total number and timing of absences or lateness in any given period of time.

In the event of an *actual emergency* that results in an unexpected absence, the employee must notify their supervisor as soon as reasonably practicable. Whether an event constitutes an actual emergency, and whether notification was given as soon as reasonably practicable to do so will be the sole determination of the Executive Director.

**3.3 Business Travel**

While traveling on Resurgence Hall business, staff shall be reimbursed for expenses incurred as outlined below.

Resurgence Hall will have a designated document to be used for requesting reimbursement and such document must be submitted within two weeks of completion of the trip or activity. Receipts are required for all reimbursements.

**Meals**

All employees of the school shall receive a “per diem” for meals while traveling on school business. The per diem shall be defined as follows:

* One meal allowance – travel status must exceed 3 continuous hours.
  + Morning Meal, travel status occurs between 12AM and 10AM.
  + Midday Meal allowance, travel status occurs between 10AM and 3PM.
  + Evening Meal allowance, travel status occurs between 3PM and 12AM.
* Two meal allowances (Morning and Midday Meal) – Travel status must begin prior to 6:30AM and return before 7:30PM.
* Two meal allowances (Midday and Evening Meal) – Travel status must begin prior to 11AM and return after 3:30PM.
* Three meal allowance – Travel status must begin prior to 6:30AM and return after 7:30PM. If an employee earns all 3 meal allowances within a 24 hour period, the employee may submit up to $40.00 in combined receipts for reimbursements, regardless of the cost per meal/ or individual meal per diem.

**Per Diem Schedule**

Meal allowance (includes tips)

Morning Meal $6.00

Midday Meal $12.00

Evening Meal $22.00

Daily Total: $40.00

**Transportation**

**Airfare:** The least expensive direct, non-stop commercial air fare in coach class will be reimbursable from the airport nearest the traveler’s home or office to the airport nearest the destination. Airline reservations should be made at least 14 days in advance of travel. Any additional expense related to companion travel is the responsibility of the traveler. Preferred carriers may be utilized if the airfare is equivalent to the lowest fare available. Typically, Resurgence Hall purchases airfare for staff.

**Taxi:** Taxi fare is reimbursed if essential for business purposes.

**Lodging:** Lodging at the single-room rate for days of meetings, including night before and after if flight schedules make necessary such stays.

**Mileage:** All employees are reimbursed at the standard mileage rate per mile as determined by the Internal Revenue Service for use of their own vehicle for business related to travel in excess of 50 miles round trip. The starting point is considered to be the school location.

* All employees requesting mileage reimbursement are required to furnish a Travel Report containing the destination of each trip, its purpose, and the miles driven within one month after the travel date. All receipts must be submitted with the report. Mileage shall be determined using Google MResurgence Hall.

**Non-Reimbursable Expenses:**

* First-class or any upgrades in air travel.
* When lodging accommodations have been arranged by Resurgence Hall and the traveler elects to stay elsewhere, reimbursement is made at an amount no higher than the rate negotiated by Resurgence Hall, and reimbursement is not made for transportation between the alternate lodging and meeting site
* If an individual accompanies the traveler, it is the responsibility of the traveler to determine the added cost for double occupancy and related expenses and to make the appropriate adjustment in the reimbursement request.
* Entertainment costs including movies, liquor, bar costs, etc.
* Personal cost incurred during travel.

**Section 4: Time Off**

**4.1 School Vacations, Holidays and Vacations**

**Teachers**

With the exception of personal days (which are described in more detail below) and school holidays, teachers do not receive vacation time. Typically, teachers begin employment on the last Monday in June. This may vary slightly due to annual calendars, but will be provided to teachers by the end of the prior school year. Full-time teachers are not expected to work on days the school is closed for school vacations or holidays. However, teachers will continue to receive their salary during school vacations and holidays.

**Administrators**

Holidays: Full-time administrators are employed year-round, including days when the school closes for school vacations. However, they are not expected to work on the following days: Labor Day, Veterans Day, Thanksgiving and the day after Thanksgiving, Christmas Eve, Christmas Day, New Year’s Eve, New Year’s Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, and 4th of July.

Additionally, each full-time administrator has three additional personal days that s/he can use.

Vacations: Full-time administrators are eligible to accrue two days of vacation every month, up to 20 days of vacation per school year to be taken when school is not in session, of which a maximum of 10 days can be used from the day after the last day of school until July 5. Vacation time must be requested at least two weeks in advance, and is subject to the approval of the Executive Director.

Vacation days must be used by the start of summer training of that school year; otherwise the vacation days will be lost and will not be carried over. If a full-time administrator does not use all her/his vacation days within these stated time limits, s/he will not receive compensation for the unused vacation days.

**4.2 Sick Days and Personal Days**

Every full-time employee is entitled to five (5) paid sick days per school year. If an employee is not able to report to work because of a sickness, or sickness of someone dependent on them for care such as a parent, spouse, partner, or child, it is expected that the employee will contact the Executive Director with as much advance notice as possible, and no later 6:00 a.m. on the day of the absence in any event.

All staff are eligible for 3 personal days during the school year. Requests for a personal day should be made to the Executive Director at least one week before the requested day off, unless the day off is a result of an emergency (e.g. sudden illness).

If a sick day or personal day needs to be taken at the last minute, you must call the Executive Director. Texting and e-mail are not sufficient for this purpose. Unused sick and personal days do not carry over to future years, and the school does not offer compensation in lieu of unused sick and personal days.

The Executive Director has the discretion to deny any leave request that would create an undue burden on the school or the organization. If the leave request has been denied and the employee still chooses to take the unapproved day(s) off, the employee risks insubordination. Consequences for insubordination include being written up, to losing the leave day, to termination.

**4.3 Critical Days**

At the beginning of each school year, the Executive Director will identify “critical days” for which instructional staff members are restricted from using their leave days.

Unless otherwise approved due to medical emergencies, staff members who do not report to work on a critical day will not be paid. A doctor’s note will be required for all critical day absences resulting from medical emergencies.

Critical days include the day(s) before or following a holiday and/or school break, standardized testing days, professional development days, and the first/last day of school. The list of critical days for the current school year is located in the Appendix of the handbook.

**4.4 Unexpected School Closure**

If the school is closed unexpectedly or for inclement weather, all employees may be required to make up the work day during the year.

In the event of inclement weather, Resurgence Hall will make an independent decision regarding the closing of schools. Often, Resurgence Hall follows the Fulton County School Resurgence Hall closing policy, however, students and staff should wait for an official announcement from Resurgence Hall regarding the official closure.

If Resurgence Hall closes for any reason, we will communicate closing information on our Resurgence Hall website and/or local media outlets.

When operations are officially closed due to emergency conditions, Resurgence Hall will compensate employees for their established work schedules. Essential personnel may be required to report to work if weather conditions permit. In this instance personnel will be notified by the Executive Director. If an emergency closing has not been authorized, employees who fail to report to work will not be paid for the time off. Staff who have already scheduled PTO or are on approved leave during unexpected school closure, will be required to use their already scheduled PTO or leave time.

**4.5 Leaves of Absence**

**Family and Medical Leave:** The Family and Medical Leave Act (FMLA) is a federal law designed to balance the needs of employers and employees in circumstances when employees must take extended medical leaves for serious medical conditions, including pregnancy or to care for family members. FMLA gives eligible employees the right to take up to 12 weeks of job-protected leave (or up to 26 weeks in the case of military caregiver leave) with continued benefits for immediate family or medical reasons.

Employees and supervisors are encouraged to contact the Executive Director regarding qualification, eligibility, entitlement to leave, maintenance of health benefits, job restoration and return to work, notice and medical certification, fitness to return to duty, intermittent/reduced leave, and application of this regulation.

Eligible employees may take reasonable leaves of absence for the birth, adoption, or placement of a foster child; for the care of a spouse, son, daughter, or parent who has a serious health condition or a covered service member with an injury or illness; or because the employee is unable to perform the functions of his/her position due to a serious health condition. This regulation is not intended to give or create any additional rights to leave not provided by the Family and Medical Leave Act. Any employee request for leave that meets the qualification requirements for leave authorized by the Family and Medical Leave Act will be treated by the Resurgence Hall as a request for Family and Medical Leave, provided the employee has not exhausted the amount of leave allowed by law.

Employees who apply for and are granted a family and medical leave of absence are required as a condition of leave to meet the notification and documentation requirements specified in this administrative regulation. **Leave may be delayed or denied if employees do not provide adequate notice for leaves planned in advance.** Fraudulent application for or use of FMLA leave shall result in disciplinary action, up to and including termination.

## **Eligibility**

Employees of the Resurgence Hall who have been employed continuously for at least 12 months and who have worked at least 1250 hours during the 12 month period immediately prior to requesting leave are eligible to take up to 12 work weeks of unpaid leave during any 12-month period under the FMLA. Resurgence Hall requires that employees use any accrued paid leave (sick, personal and/or annual leave) while on approved FMLA leave. When paid leave is exhausted, the leave becomes unpaid.

Employees may be granted leave for one or more of the following reasons:

•             Birth of a child or to care for a newborn child;

•             Adoption or foster placement of a child with the employee;

•             To care for the employee's spouse, child, or parent(s), if that individual suffers from a serious health condition;

•             The employee's own serious health condition which prevents the employee from performing his/her job functions;

•             Any qualifying exigency arising from the fact that the employee’s family member is a covered service member and is on covered active duty;

•             To care for a covered family member who is a covered service member and who suffers from a serious injury or illness incurred in the line of duty on active duty.

## **Period of Leave**

Except in the case of leave to care for a covered military service member with a serious injury or illness, an employee’s FMLA leave entitlement is limited to a total of 12 work weeks leave during any 12-month period. A “rolling year” shall be used to determine the 12-month period during which the 12 work weeks of leave entitlement may occur. That is, the 12-month period shall be measured backward from the date the employee uses any FMLA leave. Each time an employee takes FMLA leave, the remaining leave entitlement will be determined based on any balance of the 12 work weeks which has not been used during the immediately preceding 12 months.

While on approved leave, employees are reminded that appropriate personnel policies and practices of Resurgence Hall continue to apply to them. Any conduct or behavior inconsistent with the most current certification for leave may justify recertification or further investigation by Resurgence Hall. In the event that it is determined that an employee has falsified, misrepresented or omitted information in connection with their application or use of FMLA leave, disciplinary action shall be administered, up to and including termination.

## **Notification**

The employee must provide the employer with at least 30 days’ advance notice to the Executive Director before the leave is to begin if the need for leave is foreseeable. This notice shall be in writing, set forth the reason(s) for requested leave, the anticipated start date and duration of leave. If the leave is foreseeable based on planned medical treatment, the employee is expected to make a reasonable effort to schedule planned treatment to avoid disruption to Resurgence Hall operations. **Leave may be denied if employees do not provide adequate notice for leaves planned in advance.**

When planning absences for medical reasons, the employee must consult with the Executive Director and the employee’s supervisor and should make a reasonable effort to schedule the treatment subject to the approval of the health care provider so that any corresponding leave will not disrupt unduly the operations of the worksite.

If such advance notice is not possible, the employee must give notice as soon as practicable, ordinarily within one or two working days of learning of the need for leave, and which notice shall include sufficient information for Resurgence Hall to determine whether FMLA leave applies. In all cases, the employee has a duty to respond to reasonable inquiries designed to determine whether an absence is FMLA qualifying. Failure to comply with these notice and other requirements may, absent unusual circumstances, result in the delay or denial of leave.

Employees are reminded that fraudulent application for or use of FMLA leave shall result in disciplinary action, up to and including termination.

## 

## **Definitions**

1. “Active duty” or “call to active duty status” means duty under a federal call or order to active duty or notification of an impending call or order to active duty in support of a contingency operation.
2. “Contingency operation” means a military operation that is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force or results in the call or order to, or retention on, active duty of members of the uniformed services under sections 688, 12301 (a), 12302, 12305, or 12406 of Title 10 of the United States Code; Chapter 15 of Title 10 of the United States Code; or any other provision of law during a war or a declared national emergency.
3. “Covered military member” means the employee’s spouse, son, daughter, or parent on active duty or call to active duty status in support of a contingency operation as either a member of the National Guard or Reserves or a retired military member of the Regular Armed Forces or Reserve.
4. “Covered service member” means a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness incurred in the line of duty on active duty.
5. “Health Care Provider” means a doctor of medicine or osteopathy authorized to practice medicine or surgery and others determined by the Secretary of Labor. Contact the Executive Director for additional information.
6. “Incapacity” means inability to work, attend school or perform other regular daily activities due to a serious health condition, treatment for a serious health condition, or recovery from a serious health condition.
7. "Instructional employee" means an employee whose principal function is to teach and instruct students in a class, a small group, or an individual setting.
8. “Intermittent leave” includes leave for a period from one hour to several weeks taken in such separate blocks of time and due to a single qualifying reason. Examples of such leave may include leave taken occasionally for medical appointments or leave taken several days at a time over a period of several months, such as for chemotherapy sessions. There is no requirement to grant intermittent leave for the birth or placement of a child, and an employee is not otherwise permitted to take leave on an intermittent basis unless it is medically necessary because of one’s own serious health condition, to care for a parent or child with a serious health condition, or to care for a covered military member with a serious injury or illness. Leave due to a qualifying exigency may also be taken on an intermittent basis. Resurgence Hall will require a certification, in the form described below, to document the medical necessity of such intermittent leave.
9. “Next of kin of a covered service member” means the nearest blood relative other than the covered military member’s spouse, parent, or child.
10. “Parent” means the biological parent of an employee, legal guardian or an individual who acted as a parent when the employee was a child. The term “parent” does not include the parents of the employee’s spouse. However, a grandparent or neighbor who raised an employee may be considered to be a “parent.” An employee is limited to leave for two parents.
11. “Reduced-schedule leaves” refer to leave that decreases an employee’s usual number of working hours per week or per day. If an employee’s work schedule varies from week to week, the 12-week time period immediately preceding the leave time is analyzed to determine a weekly average of hours worked. There is no requirement to grant reduced-schedule leave for the birth or placement of a child. An employee is not otherwise permitted to take leave on a reduced leave schedule unless it is medically necessary because of one’s own serious health condition, to care for a parent or child with a serious health condition, or to care for a covered military member with a serious injury or illness. Leave due to a qualifying exigency may also be taken on a reduced leave schedule basis. Resurgence Hall will require a certification, in the form described in below, to document the medical necessity of such intermittent leave.
12. “Serious health condition” means an illness, injury, impairment, or physical or mental condition that (1) involves a period of incapacity or treatment in connection with, or subsequent to inpatient care; or (2) requires continuing treatment by a health care provider and includes one or more of the following: (A) absence from work, school or other regular activities for more than three consecutive days; (B) any period of incapacity due to pregnancy, or for prenatal care; (C) any period of incapacity or treatment for an incapacity due to a chronic serious health condition; (D) a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective; or (E) any period of absence to receive multiple treatments by a health care provider or by a provider of health care services under orders of a health care provider
13. “Serious injury or illness” means an injury or illness incurred by a covered military member in the line of duty on active duty that may render the military member medically unfit to perform the duties of his/her office, grade, rank, or rating.
14. “Son or daughter” means a biological, adopted or foster child, a stepchild, a legal ward or a child for whom the employee acts as a parent. The child must either be under 18 years of age, or age 18 or older and incapable of self-care because of a mental or physical disability.
15. “Spouse” means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a common law marriage that either:

a)            Was entered into in a state that recognizes such marriages; or

b)            If entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.

## **An eligible employee is entitled to up to 12 weeks of leave for the following circumstances:**

1)      Birth of the employee’s child and/or first year care for such newborn child.

a)      The right to take FMLA leave applies equally to male and female employees. If Resurgence Hall employs both parents, their total leave is limited to 12 weeks. If the employees cannot agree on the leave taken by each, Resurgence Hall will base the decision on the reason for the request, length of service of the employees and impact on Resurgence Hall operations.

b)      Leave must be taken within 12 months of the child’s birth.

2)      Placement of a child with the employee for adoption or foster care, and the first-year care of the newly placed child.

a)      The right to take FMLA leave applies equally to male and female employees. If Resurgence Hall employs both parents, their total leave is limited to 12 weeks. If the employees cannot agree on the leave taken by each, Resurgence Hall will base the decision on the reason for the request, length of service of the employees and impact on Resurgence Hall operations.

b)      Leave must be taken within 12 months of the adoption or placement.

c)       The employee must provide written evidence of the placement. In the case of foster care, documentation of state action is required.

3)      To care for the employee’s spouse, child or parent who has a serious health condition.

a)      Resurgence Hall may require documentation to confirm the family relationship.

b)      If Resurgence Hall employs both spouses and the leave is requested because of the illness of a child or spouse, each spouse is entitled to 12 weeks of leave.

c)       Intermittent leave or reduced-schedule leave is available only when medically necessary and must be supported by the appropriate medical certification. The employee may be temporarily transferred to an alternate position.

d)      The employee must provide written certification of the serious health condition of the family member by a health care provider. Medical certifications will be maintained separately from personnel records. The certification must be provided within 15 days of the request from the Executive Director.

e)      Subsequent recertification may be required at 30-day intervals or if the reason for or duration of the leave changes. A Resurgence Hall representative may contact the certifying health care provider with the patient’s or guardian’s permission for purposes of clarification and verification of the authenticity of the medical certification and the parameters for the leave.

f)       Resurgence Hall may, at its own expense, require a second medical opinion by a health care provider designated by Resurgence Hall. In the event of conflicting opinions, Resurgence Hall may select and pay for a third and final provider to render a binding decision.

4)      A serious health condition that makes the employee unable to perform at least one essential function of his/her job.

a)      Intermittent leave or reduced-schedule leave is available only when medically necessary and must be supported by the appropriate medical certification. The employee may be temporarily transferred to an alternate position.

b)      The employee must provide written certification of the serious health condition by a health care provider. Medical certifications will be maintained separately from personnel records. The certification must be provided within 15 days of the request from Executive Director.

c)       Subsequent recertification may be required at 30-day intervals or if the reason for or duration of the leave changes. A health care provider representing Resurgence Hall may contact the certifying health care provider with the employee’s permission for purposes of clarification and verification of the authenticity of the medical certification and the parameters for the leave.

d)      Resurgence Hall may, at its own expense, require a second medical opinion by a health care provider designated by Resurgence Hall. In the event of conflicting opinions, Resurgence Hall may select and pay for a third and final provider to render a binding decision.

5)      Qualifying exigency leave

a)      Employees who have been employed by Resurgence Hall for at least 12 months and who have worked at least the required number of hours during the 12 month period preceding the commencement of leave are eligible to take unpaid leave, or to substitute appropriate paid leave, if the employee has earned or accrued it, for up to a total of 12 work weeks in any single 12 month period for a qualifying exigency arising out of the fact that the 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) in support of a contingency operation as either a member of the National Guard or Reserves or as a retired member of the Regular Armed Forces or Reserve. An employee whose family member is in the Regular Armed Forces is not eligible for qualifying exigency leave.

b)      Qualifying exigencies include –

1. addressing issues related to a short-notice deployment;
2. attending military events or other activities related to the covered military member’s active duty or call to active duty status, including attending arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following the termination of the covered member’s active duty status;
3. engaging in certain child care activities necessary to provide child care on an urgent, immediate need basis (not a routine, regular, or everyday basis) arising from the covered military member’s active duty status, and attending certain school activities related to the covered military member’s active duty or call to active duty status;
4. making or updating financial and legal arrangements to address the covered military member’s absence while on active duty or call to active duty status; acting as a covered military member’s representative for purposes of obtaining, arranging, or appealing military service benefits while the covered military member is on active duty or call to active duty status;
5. attending counseling provided by someone other than a health care provider for oneself, the covered military member, or the child of the covered military member, the need for which arises out of the active duty status of the covered military member;
6. spending time (not to exceed five days of leave) with a covered military member who is on short-term, temporary, rest and recuperation leave during the period of deployment; and
7. post-deployment activities which allows leave to attend arrival ceremonies, and other official ceremonies sponsored by the military following the termination of the covered military member’s active duty and to address issues that arise from the death of a covered military member while on active duty status;
8. additional activities which allows leave to address other events which arise out of the covered military member’s active duty or call to active duty status provided that the employee and employer agree that such leave qualify as exigency and agree to both the timing and duration of such leave.

c)       The first time an employee requests qualifying exigency leave, the employee must provide a copy of the covered military member’s active duty orders and must complete the necessary certification forms. Resurgence Hall elects to use DOL Form WH-384 to obtain certification regarding the employee’s need to take leave for a qualifying exigency. The same timing and procedural requirements for certification apply to all requests for FMLA leave, including those for qualifying exigency leave.

d)      For purposes of qualifying exigency leave, the term “son, daughter, or child” means the covered military member's biological, adopted, or foster child, stepchild, legal ward, or child for whom the covered military member stood in loco parentis, and who is of any age.

## **An eligible employee is entitled to leave of up to 26 weeks for the following circumstances:**

Military Caregiver Leave: Employees eligible under the Family Medical Leave Act, who have been employed by the school Resurgence Hall for 12 months or more and who have worked the required number of hours during the 12 month period immediately preceding the commencement of leave are eligible to take unpaid leave, or to substitute appropriate paid leave if the employee has earned or accrued it, for up to a total of 26 work weeks in any single 12 month period to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or the next of kin of the covered service member. Military caregiver leave extends to those seriously injured or ill members of both the Regular Armed Forces and the National Guard or Reserves. Under the Military Caregiver category of leave, an eligible employee is entitled to a total of 26 work weeks of leave for any FMLA-qualifying reason during a single 12 month period, provided that the employee is entitled to no more than 12 work weeks of leave for one or more of the following:

1. The birth of a child and first-year care;
2. The adoption or foster placement of a child with the employee;
3. To care for the employee’s spouse, child, or parent, if that person has a serious health condition;
4. The serious health condition of the employee that prevents the employee from performing his or her job functions; or
5. A qualifying exigency arising out of the fact that the employee’s spouse, child, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.

The “single 12 month period” for military caregiver leave begins on the first day the eligible employee takes military caregiver leave and ends 12 months after that date, regardless of the method used to determine the employee’s 12 work weeks of leave entitlement for other FMLA-qualifying reasons. In this way, the use of military caregiver leave begins a new single 12 month period. For example, an employee may take 10 work weeks of FMLA leave to care for a newborn child and subsequently take military caregiver leave for up to 26 work weeks. Unlike military caregiver leave, the use of FMLA leave for other qualifying reasons does not begin a new 12 month period for employees taking military caregiver leave. For example, an employee who takes 20 work weeks of military caregiver leave is limited to taking 6 weeks of leave for other FMLA-qualifying reasons during the single 12 month period.

Resurgence Hall elects to use [DOL Form WH-385](http://www.dol.gov/whd/forms/wh-385.pdf) to obtain certification regarding the employee’s need for military caregiver leave. The same timing and procedural requirements for certification apply to all requests for FMLA leave, except that an invitational travel order (“ITO”) or invitational travel authorization (“ITA”) issued to any family member to join an injured or ill service member at his or her bedside will be sufficient certification for the period of time specified in the ITO or ITA.

For purposes of military care giver leave, “son, daughter, or child” means the covered military member's biological, adopted, or foster child, stepchild, legal ward, or child for whom the covered military member stood in loco parentis, and who is of any age.

**Concurrent Leaves: FMLA and Workers’ Compensation**

For all job-related injuries or illnesses that meet the criteria for a serious health condition under FMLA, the absence for job-related illness or injury will run concurrently with FMLA.

## **Benefits**

1.       General

a.       The employee will not lose previously accrued benefits.

b.      If the employee is approved for an intermittent or reduced schedule, benefits eligibility will be based upon original status at the time the new schedule is initiated. However leave will be accrued on a prorated basis.

2.       Unpaid Leave

a.       Sick and annual leave does not accrue during a leave of absence without pay.

b.      An employee on a leave of absence without pay is not paid for holidays that occur during the leave.

c.       An employee on leave of absence without pay for 20 or more calendar days will have their salary adjusted/prorated according to their work year.

3.       Health Benefits

a.       Health benefits may be continued through the employee's leave.

b.      If the employee is on leave without pay, health benefits will be continued but the employee will be required to pay the employee's portion of the premiums. If an employee’s premium payments are more than 30 days late, Resurgence Hall may provide written notice to the employee that payment has not been received. Such notice will be mailed to the employee at least 15 days before coverage is to cease, advising that coverage will be dropped on a specified date at least 15 days after the date of the letter unless payment is received by that date.

c.       If the employee does not return to work following the leave, he/she may be required to reimburse Resurgence Hall for the employer’s premiums paid during the leave, unless the employee did not return due to a serious health condition of the employee or the employee’s spouse, parent or child or other circumstances beyond the employee’s control. Resurgence Hall may require certification from the health care provider that a serious health condition of the employee or family member prevented the employee from returning to work. Employees must provide medical certification within 30 calendar days from the date it is requested for health care benefits.

## **Return to Work**

1. In general, an employee who completes a period of leave will be returned to the same or equivalent position (note: this applies to position, not work location), if he/she returns prior to or at the end of 12 weeks. Disputes that arise regarding the determination of “equivalent” will be resolved by the Executive Director Officer. This restoration does not apply to an employee returning to work beyond the approved FMLA leave period.
2. If the leave was required due to the employee’s health, a return to work certification from the health care provider stating the employee’s fitness to return to duty is required. Once an employee’s FMLA leave is exhausted, if the employee cannot fulfill the requirements to return to duty or provide justification for valid reasonable accommodations provided under the Americans with Disabilities Act, the employee will be released from his/her employment with Resurgence Hall.
3. If the employee’s position has been abolished or reclassified due to a legitimate organizational necessity while he or she was on FMLA leave, any right to restoration and/or reinstatement would be the same as if the employee had not been on leave when the abolishment or reclassification occurred.

## **Special Circumstances**

**Key Employees**: Under certain circumstances, salaried employees who are among the highest paid 10% of the work force may be denied restoration to their prior or equivalent position. Job restoration can be denied if denial is necessary to prevent substantial and grievous economic hardship to the school system's operations. The system must notify the employee at the time the school system determines that such a hardship would occur and that the school system intends to deny restoration.

Employees to whom job restoration is denied are entitled to take leave and have their health insurance continued during that leave even though they will not have a position when leave is completed. This leave may be paid or unpaid in accordance with the employee’s leave balance.

**Instructional Employees and Intermittent/Reduced Schedule Leave**: If an instructional employees seeks intermittent or reduced schedule leave to care for a family member with a serious health condition, to care for a covered service member or due to the employee’s own serious health condition, and which is foreseeable based on planned medical treatment, and if the employee would be on leave for more than 20 percent(%) of the total number of working days over the period of leave, Resurgence Hall may require the employee to choose either:

1.       To take leave for the period(s) of a particular duration, not greater than the duration of the planned treatment; or

2.       Transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee’s regular position.

Failure of an instructional employee to provide notice of foreseeable leave as otherwise required in these rules may result in either the delay of leave or Resurgence Hall’s election to assign leave as provided for in subsections 1 or 2 above.

**Instructional Employees and Leave Near the End of the Semester**: Instructional employees who begin leave more than five weeks before the end of the academic term, less than five weeks before the end of the term, and less than three weeks before the end of the term.

1.       In the event of leave which begins more than five weeks before the end of the term which will last at least three weeks and would result in the employee returning during the last weeks of the academic term, Resurgence Hall may require the employee to take leave until the end of the term.

2.       In the event of leave which begins during the last five weeks of the term due to birth, adoption or foster placement of a child, to care for a family member with a serious health condition or a covered service member, which will last more than two weeks and result in the employee returning to work during the two week period before the end of the academic term, Resurgence Hall may require the employee to take leave until the end of the academic term.

3.       In the event of leave which begins during the three week period before the end of the term due to birth, adoption or foster placement of a child, to care for a family member with a serious health condition or a covered service member, and which will last for more than five working days, Resurgence Hall may require the employee to take leave until the end of the academic term.

## **Documentation**

All leave requests and supporting documentation outlined above must be provided on the appropriate forms available in the Executive Director.

1. **Certification**. Resurgence Hall requires that a request for leave due to a serious health condition of an employee or an employee’s family member or a serious injury or illness of a covered service member be supported by certification by the appropriate health care provider of the eligible employee or family member on a form to be provided by Resurgence Hall. The employee must provide a complete and sufficient certification to the employer within 15 calendar days after the employer’s request, unless it is not practicable under the particular circumstances to do so despite the employee’s diligent, good faith efforts. If an employee fails to provide certification in a timely manner, FMLA coverage may be denied until the required certification is provided. A certification will be considered incomplete and insufficient if applicable entries have not been completed, or if information provided is vague, ambiguous, or non-responsive. Employees will be given seven calendar days to cure any such deficiencies in the medical certification. If the specified deficiencies are not cured in the resubmitted certification, the school Resurgence Hall may deny the request for FMLA leave. A representative of Resurgence Hall (an HR professional or designated health care provider) may also contact the employee’s health care provider to authenticate the certification received, and in all cases it remains the employee’s responsibility to provide a complete, authentic and sufficient certification as provided for in these rules, and to clarify such certification as necessary.
2. **Content of Certification**. Resurgence Hall elects to use US Department of Labor forms [WH-380E](http://www.dol.gov/whd/forms/wh-380-e.pdf), Certification for Employee’s Serious Health Condition and [WH-380F](http://www.dol.gov/whd/forms/wh-380-f.pdf), Certification for Family Member’s Serious Health Condition to obtain medical certification, including second and third opinions, from health care providers when leave is requested because of an employee’s own serious health condition and when leave is requested because of the serious health condition of a family member, respectively. Form [WH-385](http://www.dol.gov/whd/forms/wh-385.pdf), Certification for Serious Injury or Illness of Covered Service Member for Military Family Leave must be used for military caregiver leave and Form [WH-384](http://www.dol.gov/whd/forms/wh-384.pdf), Certification of Qualifying Exigency for Military Family Leave must be used for qualifying exigency leave. Completed forms must be submitted to the Department of Employee Benefits.
3. **Second and Third Opinions**. Resurgence Hall, at its own expense, may obtain the opinion of a second health care provider of Resurgence Hall’s choice. If a conflict exists between the opinions contained in the certification and the second opinion, Resurgence Hall may, at its own expense, obtain a third opinion from a health care provider upon which Resurgence Hall and the employee jointly agree. Such a third opinion will be binding on both Resurgence Hall and the employee. Military caregiver leave is certified by a military physician and does not have a second or third opinion option.
4. **Return to Work Certification**. Upon an employee's return to work after leave based on employee's own serious health condition, Resurgence Hall requires the employee to obtain certification on the form required by the Executive Director Division from his/her health care provider that the employee is able to resume work. An employee has the same obligation to participate and cooperate in the return-to-work certification process as in the initial certification process. The cost of certification shall be borne by the employee. Employee’s return to employment may be delayed by Resurgence Hall until the employee submits the required return to work certification.
5. **Intent to Return to Work**. Resurgence Hall may require an employee on FMLA leave to report periodically to his/her principal or supervisor on the employee's status and intent to return to work.

**Extended Leave**

Employees who are unable to return to work after exhausting all of the FMLA leave provided for above are subject to the following rules:

Under the Americans with Disabilities Act, qualified individuals with a disability may be eligible for extended leave beyond that to which they are entitled under the FMLA as a reasonable accommodation for their disability. The determination as to whether such an accommodation may be granted, and if so the duration of any such leave, is made on a case-by-case basis by the Executive Director Division and may require additional medical and/or other information be submitted by the employee seeking such leave.

Absent a qualifying disability as recognized under the ADA, and unless otherwise expressly permitted in the policies of Resurgence Hall does not grant any additional medical or non-medical leave beyond that set forth above.  Consequently, employees who are either unable or fail to return to work after exhaustion of their entitlement to leave herein are subject to being released from their employment with the Resurgence Hall.

1. **Military Leave:** If you are a member of the U.S. National Guard or the U.S. military services and are involuntarily called to duty or required to attend training camp, you will be allowed an unpaid leave of absence to comply. Employees should provide their supervisor or the Manager of Operations with copies of their military orders as far in advance as possible.

If an employee is out for less than ninety (90) days, the employee is guaranteed the same position upon return. If an employee is away from duty longer than ninety (90) days, the employee is guaranteed a similar position upon return.

If an employee is out less than 31 days, the employee must return immediately upon release minus travel time home and an eight (8) hour rest period. If out for 30 – 180 days, the employee must return within fourteen (14) days of release. If out for more than 180 days, the employee must return within ninety (90) days from release.

This policy applies to persons who are absent for military service if their cumulative absence for uniformed service does not exceed five (5) years.

Employees are reinstated with the same length of service, status and pay as well as other benefits determined by seniority as if they had not been absent for military service. Employees do not accrue sick leave or vacation while on military leave. If an employee passes a benchmark while on leave that entitles the employee to build sick leave vacation at an increased rate (i.e., from 1 week a year to 2 weeks per year), the employee will be eligible for the additional sick leave and/or vacation benefits when he or she returns to work.

If an employee is away for less than 180 days, the rate the employee pays for benefits remains the same. If the employee is away for more than 180 days, the employee will have the opportunity to continue benefits for an additional 18 months at COBRA rates. If the leave is less than 30 days, the benefit premiums will be deducted from the first paycheck upon return. If the leave is more than 30 days, the employee must contact the Director of Operations to arrange for payment while on leave. Failure to make timely payments may result in cancellation of benefits. If an Employee elects to discontinue coverage while on leave, the employee must submit a letter with military orders attached, stating that they have military coverage and want to cancel health benefits.

Upon return from service, health insurance will be reinstated without any waiting period or exclusion from preexisting conditions (does not matter if COBRA was elected or not). This rule does not apply to any illness or injury determined by the Secretary of Veteran Affairs to have been incurred in, or aggravated during performance of military service.

You may not, under any circumstances, engage in other non-military employment or a competitive business while on any kind of leave of absence.

1. **Jury Duty:** If you are subpoenaed for jury duty, you will be given a leave of absence for the period served. Employees may be eligible to receive the difference between the jury pay received and the base pay you would have earned at work. You must present a copy of your subpoena or notice from the court to the Executive Director as soon as you receive it. Employees summoned for jury duty should inform the Executive Director immediately so that alternative accommodations can be made. Employees are expected to return to work on any day or portion of a day they are released from jury duty.
2. **Bereavement:** Full-time employees are entitled to take up to three (3) consecutive days off, with pay, to attend to a family death. Employees may be granted additional time without pay or may use unused personal leave days for additional bereavement leave. For these purposes, family is defined as a spouse, domestic partner, child, parent, sibling, grandparent, or grandchild. Additional needs, such as for extended family, extenuating circumstances, etc. may be discussed with the Executive Director and is left to the sole discretion of the Executive Director.

**Section 5: Employee Benefits**

**5.1 General**

This section of the handbook describes some general features of the group benefits currently available to our employees. Complete details of our plans are contained in official plan documents, such as insurance contracts and master plan documents. If there is any contradiction between the information appearing in this handbook and the information that appears in official plan documents, the official plan documents will govern in all cases.

The School anticipates continuing to make the school benefits described in this section available. However, the School reserves the right to amend or terminate these benefits at any time, or to increase employee premium contributions.

The School currently offers general health insurance for its employees. Health insurance for the employees other family members may be available at the employee’s cost. Additionally, dental and vision insurance are offered at cost to employee. For more information regarding the employee benefits program, please contact the Operations Manager.

**5.2 Benefits**

**Health, Vision and Dental Coverage:** We offer health, vision and dental insurance coverage, and specifics will be presented to employees at the start of every school year. More information is available from the Executive Director.

**Medicare:** All employees are required by federal statute to participate in the federal government Medicare program. Medicare is currently deducted at 1.45% of gross salary earnings. The federal government has the authority to change this rate in the future without notice.

**Domestic Partner Policy:** Resurgence Hall offers domestic partner health and dental coverage along with individual and family plans.

**Life Insurance:** Resurgence Hall provides a Life Insurance plan.

**Workers Compensation**: In addition to health and dental benefits, the School has workers compensation insurance. All injuries suffered on the job, no matter how minor, must be reported immediately to your supervisor. If an employee suffers a serious work-related injury, the employee should contact the Executive Director who will assist the employee in obtaining the worker's compensation insurance forms. Workers’ compensation insurance coverage is not available to you for injuries that occur during your voluntary participation in any off-duty recreational, social or athletic activity that is not part of your work-related duties, even if sponsored by the School.

**Short and Long-Term Disability Coverage:** The School offers short-term and long-term disability insurance coverage. The details of this insurance benefit depend on what plan the employee selects. Eligibility requirements and benefit details for this insurance benefit are detailed separately in the insurance policy, and are subject to change if/when the insurance policy changes. More information is available from the Executive Director.

The School reserves the right to add to, amend, and discontinue all or some of the insurance programs at any time, subject to applicable laws and regulations, with notice. The actual benefits provided, as well as eligibility requirements and co-payment requirements, are determined by the plan documents.

**Retirement:** Resurgence Hall follows all requirements of TRS and SSI as mandated. Resurgence Hall also offer employees simple IRA.

**Section 6: Technology and Communication**

**6.1 Laptop Policy**

All new staff will receive a laptop computer during the summer orientation. Any laptop computers distributed to staff are the sole financial responsibility of staff and damage/theft should be reported to the school immediately. Employees may use this laptop throughout the school, and it may be taken home if so desired. The following points are critical elements of the laptop policy:

* Employees are expected to care for the laptop in a responsible manner and will assume liability for any damage to the laptop that occurs as a result of negligence. Teachers can allow students to use the laptop, but they then assume the risk for any damage that occurs to the laptop as a result of the student use.
* Employees assume responsibility for leaving the laptop in a secure place, both at school and away from school. Teachers are encouraged to lock their laptops when leaving their classrooms.
* Employees are expected to have laptops password protected in order to safeguard information on school laptop.
* Employees are asked not to install new software or hardware on the computer without the permission of the Operations Manager.
* Employees are expected to return the laptop one week after the last day of school. Teachers who fail to return the laptops by that date will have $750 deducted from their remaining paychecks. Returning teachers who have signed an employment contract for the subsequent school year will be allowed to check out their laptop again for a year period.

Employees must periodically update and run virus detection software under the direction and guidance of the Operations Manager.

Questions about the laptop policy or about technology in general should be directed to the Operations Manager.

**6.2 Email Accounts**

Staff e-mails will be: first name.last name@resurgencehall.org. So for instance, the email address for Tori Jackson Hines would be tori.jackson.hines@resurgencehall.org

It is extremely important that staff do NOT open attachments or click on links from sources that are unknown, as this is the main means by which viruses are spread through the school’s network. As a rule, if you are not 100% certain that the source is reliable, do not open the attachment or click on the link.

The School provides electronic mail (e-mail) for purposes of school communications.

* + Your use of e-mail should be for the School's purposes and not for more than incidental personal use.
  + You are prohibited from initiating or forwarding harassing, pornographic or indecent communications of any kind, either to School employees or to anyone else from your School e-mail account. Similarly, employees may not use the School’s equipment or Internet connection to send, access, display, download or print pornographic or sexually explicit materials, derogatory, racial or religious messages, or other material that a reasonable person would find offensive. Such conduct may be grounds for discipline, up to and including termination.
  + Electronic mail must be addressed to proper recipients. Carefully check to reduce the possibility of communications being misdirected.
  + If your job includes responding to work-related e-mail requests on an informal and unofficial basis (e.g. a personal reference for a colleague or student), make sure that your message clearly states that your views are not necessarily the views of the School. Even so, you must be aware that the address you are sending from may well indicate the School's name and you should keep in mind that the message may be seen to be representing the School, regardless of any disclaimers. Therefore, do not send any e-mail directly critical of the School's employees, students, or services.
  + In all cases, do not reveal any legally defined confidential information of the School or its vendors, students, or employees.
  + You are prohibited from misrepresenting your name, identity, or position, or posing as another person in an electronic mail message sent from a School e-mail account, using School equipment, or using the School’s Internet connection.

**6.3 Communications and Information Systems Policy**

The School provides employees with computer equipment and online access to internal and external networks, including the Internet, so that employees may communicate more efficiently and accomplish the School's goals. The school’s email and other computer applications are intended for use by employees engaged in administrative or educational work. Employees who use these systems for personal communications are subject to the terms of this policy.

**No Expectation of Privacy:** Employees should understand that the School’s computer equipment and internal and external networks, including the Internet, are intended for business use, and all computer information, voice mail, and electronic messages are considered School records. The School retains the right and the ability to enter at any time into any of these systems, without prior approval or knowledge of the employee, in order to inspect and review any and all data contained in those systems, and to monitor voice mail or electronic messages at any time, with or without notice. As such, employees should not assume that any information placed, contained, stored, sent, or received on the School’s systems is private or confidential. Thus, there is no expectation of privacy by any employee to the School’s electronic equipment.

Use of computer equipment or online access provided by the School is subject to the following general conditions:

* Your use of computer equipment and online access should be for the School's purposes and not for more than incidental personal use.
* Use of equipment or online access provided by the School for any illegal purpose is prohibited. Such use includes, but is not limited to:
  + Gaining unauthorized access to or intentionally damaging other computer systems or networks or the information contained within them.
  + Committing theft, fraud, or other criminal acts of any kind.
  + Distributing or obtaining illegally copied software, graphics, sounds, text, or other material.
  + Sending or posting harassing or threatening messages, or pornographic or indecent content.
* The School will cooperate with law enforcement authorities to prosecute offenders. You must report any suspected, accidental, or intentional illegal action.
* The School has the right to monitor all online communications to ensure that appropriate and lawful purposes are being pursued and to limit connections solely to School-related resources. All information stored on School computers including all e-mail communication belongs to the School. The School may inspect all such computers and information at any time as necessary for the conduct of its business.
* No direct third party physical or electronic access to School facilities, information or computers of any type or for any reason may be established without the express permission of the Executive Director.
* Online communications may be subject to interception by persons outside the School and such interception may not be detectable. Therefore, no confidential information should be sent online by any means without utilizing appropriate security methods such as the use of code names or (in certain cases) encryption (using software to scramble any messages before they are sent, and descramble them upon receipt). Any encryption software should be provided or approved by the School, and the School should be given a copy of all encryption and decryption "keys" utilized by you for the above purpose.
* To protect the School from infringement actions, you may not download or save any material from any online source, however retrieved, unless (a) you have taken measures to verify source reliability, and (b) the material is legally permitted to be downloaded without violation of copyright or trademark.
* Downloading data, information, images, and the like from an outside source increases the risks to our computers of viruses and other damaging agents. You should not retrieve material from outside sources, particularly from sources not known to you, unless you have good reason to do so. Any material downloaded from an outside source should be checked immediately for viruses and other damaging elements.

**Safety and Internet Use.** Please refrain from using streaming radio (e.g., Pandora, NPR, etc.) through the Internet for personal use during the school day (before 5pm), as it strains the capacity of our Internet connection.

The following are basic safety rules pertaining to all types of Internet applications:

• Never reveal any identifying information about students, such as last names, ages, addresses, phone numbers, parents' names, parents' employers or work addresses, or photographs.

• Never share your password or use another person's password. Internet passwords are provided for each user's personal use only. If you suspect that someone has discovered your password, you should change it immediately.

**Chat Rooms, Weblogs and Social Networking Sites.** Access to chat rooms, weblogs (or “blogs”), and social networking sites (for example, Facebook, MySpace) is subject to similar restrictions as Internet access. In addition:

* Access to chat rooms, blogs and social networking sites is prohibited when using School computers, unless it is an official school posting or related to official School business. You must be aware that your profile and/or the address you are sending from may well indicate the School's name and you should keep in mind that the message may be seen to be representing the School, regardless of any disclaimers. Therefore, do not post any message directly critical of the School, its employees, or Board Members.
* If you have obtained express authorization to post a message in a chat room or on a blog that is not related to official School business, you must always state that any opinions expressed are not those of the School.
* Even while you are using a computer outside of the workplace to post messages in a chat room, on a blog, or on a social networking site, you should use caution when identifying or criticizing (either by name or implication) the School, its employees, or Board Members. Moreover, you should not include anything in your posting which gives the impression that the views expressed are in any way associated with the School.
* Employees should not accept current students as “friends” or connections on social networking sites (i.e. Facebook). Employees should not “friend” or network with current or former minor students through Facebook or other social media sites.
* While the School provides Internet access to its employees as part of its work resources, it does not monitor the content of every website which it makes available. Provision of a particular website or posting board does not imply the School's endorsement or approval of the content of such site or posting. The School reserves the right but is not obligated to place appropriate limits on the sites it makes available.
* Nothing in this policy, or any other school policy, should be interpreted in a manner that unlawfully prohibits the right of employees to engage in protected concerted activity under the National Labor Relations Act (“NLRA”). The School has and always will comply fully with its obligations under the NLRA.

**Disciplinary Action.** Access to the School Internet service is a privilege not a right. The Executive Director reserves the right to deny, revoke, or suspend specific user privileges and/or to take other disciplinary action, up to and including suspension or termination for violations of this policy. The school will advise appropriate law enforcement agencies of illegal activities conducted through the School’s Internet service. The School also will cooperate fully with local, state, and/or federal officials in any investigation related to any illegal activities conducted through the service. Abuse of the School's computer equipment or online connection or other violation of this policy will result in disciplinary action, up to and including termination.

**Social Media:** The School recognizes that some employees may choose to post personal information on the Internet through personal websites, Facebook, Twitter, Instagram, blogs, forums, chat rooms, or other social media by uploading content, or by making comments on other websites or blogs. For simplicity, this policy refers to these platforms collectively as “social media.” Please remember as new devices, platforms, and technologies become available, this policy will still apply even though the next device or site is not explicitly referenced in this policy.

The School acknowledges that employees may be engaging in these forms of personal expression on personal time, devices, and systems and not on School time, devices or systems. In some cases employees may be using social media as part of their School duties. This policy is intended to provide guidance for both work-related and personal use of social media.

Those who use social media should remember some simple guidelines:

1. Personal posts or messages can influence others’ views of you professionally. Although one may expect that only friends will view whatever is posted, in fact, students and co-workers can easily see anything posted on the Internet. That information may alter the students’ or co-workers’ view of the individual or the School. The School does not condone, and strongly cautions against, any posts of or links to any material that may be defamatory, discriminatory, harassing, pornographic or indecent on any personal site. Photos posted should always reflect professionalism.
2. Maintain confidentiality. Never post or comment on any confidential or proprietary information about the School as defined in our Confidentiality policies. Follow copyright, fair use, trademark and financial disclosure laws.
3. Student photos. Photos, videos, audio recordings or other means of identifying individual students should not be shared on social media unless approved by the Executive Director as serving a legitimate school purpose.
4. You are responsible for what you post. Anyone who posts on-line is responsible for what is written or presented online, both in a personal or professional capacity. The School may elect to discipline its employees for commentary, content or images, in either personal or work-related postings that are vulgar, obscene, threatening, intimidating, violent, pornographic, unethical, harassing, or that otherwise violate School policies.
5. Do not use School resources for personal use of social media. Employees are expected to adhere to all policies with respect to use of the School’s computers, Internet access and other equipment or systems. Personal use of social media should not be done on work time or on School systems or devices, including monitoring Facebook or Twitter or watching YouTube videos for personal entertainment. Limited reasonable personal use of social media during breaks, meal periods or before/after work is acceptable as long as such activities do not otherwise violate School policies related to computers, Internet access or other equipment. When using any social media for personal matters, employees should use a personal email address device and system (not the School’s).
6. Please respect the School’s intellectual property. When using social media for personal purposes, employees may not misuse School trademarks, logos, or other images.
7. You are an employee, but not the School spokesperson. You may identify yourself as an employee of the School, and you are free to discuss matters related to the School’s business (provided such discussions comply with School policies and do not disclose confidential, proprietary, or non-public financial information). If you choose to identify yourself as a School employee, and regardless of the topic of discussion, please state that the views expressed are your own, and do not necessarily reflect the view of the School.
8. Social network friends may be separate from your work relationships. Participation in Facebook and MySpace (and similar social media sites) as a personal network need not include coworkers or students. Employees should feel free to say “no” to friend requests from students or co-workers. Employees should understand and use the levels of privacy control available on personal social media accounts.
9. Questions may be directed to the Executive Director for appropriate use of social media.

**6.4 Computer Software**

All employees shall use software only in accordance with its license agreement. Unless otherwise provided in the license, any duplication of copyrighted software, except for backup and archival purposes, is a violation of the law. The following points are to be followed to comply with the School's software licensing agreement(s):

1. We will use all software in accordance with applicable license agreement(s).
2. Legitimate licensed copies of software will promptly be provided to all employees who, in the discretion of the School, need it for the performance of their duties to the School. No employee will make any unauthorized copies of any software under any circumstances. Anyone found copying software other than for backup purposes is subject to termination.
3. We will not tolerate the use of any unauthorized copies of software in our School. Any person illegally reproducing software can be subject to civil and criminal penalties including fines and imprisonment. We do not condone illegal copying of software under any circumstances and anyone who makes, uses, or otherwise acquires unauthorized software shall be appropriately disciplined.
4. No employee shall give School software to any outsiders including students. No employee shall install any software on School computers except the software provided by the School for installation. No employee shall establish a password or encryption protection on a School computer without authorization from the School or without providing the password or key to that encryption to the School.
5. Any employee who determines that there may be a purposeful or accidental violation of the above software policy within the School shall notify the School Director.
6. All software installed and/or used on School computers shall be properly licensed through appropriate procedures.

**6.5 Use of Telephones and Other Communication Devices**

The use of cellular telephones, pagers, and personal digital assistants (“PDAs”) such as Palm Pilots, iPhones, and Blackberries is becoming more widespread, both on and off the job. In an effort to balance employees’ private personal use of such devices with their responsibilities to the School, the School has implemented the following guidelines regarding the use of such devices in the workplace.

The School realizes that on occasion it may be necessary for employees to make or accept personal calls during the workday. Nevertheless, such calls should be limited to planning/off periods, and they should not interfere with the employee’s job duties or performance. Absent prior supervisory approval, employees are prohibited from making or accepting long distance calls for personal matters at the School’s expense. Employees are subject to discipline, up to and including termination, where the non-business use of cellular telephones, pagers, and/or PDAs adversely affects their job performance or causes disruption in the workplace. Unauthorized or improper use of communication devices constitutes grounds for discipline, up to and including termination.

**Section 7: Work Place Environment**

**7.1 Harassment Policy**

It is the goal of Resurgence Hall to promote a workplace that is free of harassment by employees, independent contractors, vendors, or agents. The School expressly prohibits any form of unlawful harassment based on race, color, religion, sex, national origin, age, disability, military status, sexual orientation, or any status protected by federal, state, or local law or ordinance. Further, any retaliation against an individual who has complained about harassment, or retaliation against individuals for cooperating with an investigation of a harassment complaint, is similarly unlawful and will not be tolerated by this organization. To achieve our goal of providing a workplace free from harassment, the conduct that is described in this policy will not be tolerated, and we have provided a procedure by which inappropriate conduct will be dealt with if encountered by employees.

The School takes allegations of harassment very seriously. We will respond promptly to complaints of harassment, and where it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate, up to and including termination.

Please note that while this policy sets forth our goals of promoting a harassment-free workplace, the policy is not designated or intended to limit our authority to discipline or take remedial action for workplace conduct that we deem unacceptable, regardless of whether that conduct satisfies the definition of harassment.

**Definition of Harassment:** The School strongly supports the rights of all its students and employees to work in an environment free from all forms of harassment, including harassment on the basis of race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, or any protected category.

Harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, or any other protected category, or that of the individual’s relatives, friends or associates and that:

1. Creates an intimidating, hostile, or offensive working environment;
2. Unreasonably interferes with an individual’s work performance; or
3. Otherwise adversely affects an individual’s employment opportunities.

Harassing constitutes, but is not limited to:

1. Epithets;
2. Slurs;
3. Negative stereotyping;
4. Threatening, intimidating or hostile acts that related to the above characteristics; and
5. Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of the above characteristics, and that is placed on walls, bulletin boards, or elsewhere on the employer’s premises, or circulated in the workplace on paper or electronically.

**Definition of Sexual Harassment:** While all types of harassment are prohibited, sexual harassment requires particular attention. Sexual harassment is considered to be sexual advances, requests for sexual favors, and all other unwelcome verbal or physical conduct of a sexual or otherwise offensive nature, especially, but not limited to when:

* 1. Submission to such conduct is made, either explicitly or implicitly, a term or condition of employment;
  2. Such conduct interferes with an individual’s job duties, education or participation in extra-curricular activities;
  3. Submission to or rejection of such conduct is used as the basis for decisions affecting an individual’s employment; or
  4. Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.

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

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

1. Unwelcome sexual advances - whether they involve physical touching or not;
2. Sexual epithets, slurs, jokes, written or oral references to sexual conduct, gossip regarding one’s sex life;
3. Commenting on an individual’s body or about an individual’s sexual activity, deficiencies, or prowess;
4. Displaying sexually suggestive objects, pictures, or cartoons;
5. Leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
6. Sending or circulating, whether in print or electronic form, literature or communications (articles, magazines, or emails) of a sexual nature;
7. Inquiries into one’s sexual experiences; and
8. Discussion of one’s sexual activities.

**Complaints of Harassment:** Employees who experience or witness any harassment based on their sex, race, national origin, disability, or another factor protected by law, or believe that they have been treated in an unlawful, discriminatory manner, should report the incident to the Executive Director immediately. This may be done in writing or in person.

Any employee, whether a supervisor or manager, who suspects that harassment is occurring must notify the Executive Director.

If you would like to file a complaint, you may do so by contacting the Executive Director. The Executive Director is also available to discuss any concerns you may have and to provide information to you about our policy on harassment and our complaint process. In cases involving the Executive Director, you should contact the Chair of the Governing Board.

The School prohibits any form of retaliation against any employee for filing a complaint under this policy or for assisting in a complaint investigation. Acts of retaliation may result in disciplinary action, up to and including suspension or expulsion/discharge.

**Harassment Investigation:** Complaints will be investigated promptly, and will be kept confidential to the extent possible. Our investigation will typically include a private interview with the person filing the complaint and with any witnesses. We will also usually interview the person alleged to have committed harassment. When we have completed our investigation, we will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of our action.

If the School determines an employee has engaged in inappropriate, harassing or unlawful discriminatory conduct, disciplinary action will be taken against the offending employee, up to and including termination of employment.

**Appeals:** If the complainant is not satisfied with a disposition by the School’s management, the complainant may appeal the disposition to the Governing Board, as follows:

Resurgence Hall

Attn: Board Chair

1743 Hardin Ave.

College Park, GA 30357

The Governing Board will issue a written response on the appeal to the complainant within thirty (30) school days of receiving the appeal, unless it advises the complainant, in writing that additional time will be needed and the reasons why the additional time will be needed.

In addition to the above, you may file a complaint with the Georgia Commission on Equal Opportunity (GCEO) Equal Employment Division 7 Martin Luther Kind, Jr. Drive S.E. 3rd Floor, Suite 351 Atlanta, Georgia 30334 or the Equal Employment Opportunity Commission (EEOC) Atlanta Resurgence Hall Office Sam Nunn Atlanta Federal Center, 100 Alabama Street, SW Suite 4R30, Atlanta, GA 30303.

**7.2 Mandated Reporter**

All School employees are mandated reporters of suspected abuse and/or neglect of minors. Resurgence Hall will provide annual training to all school employees to facilitate identification of such potential reporting obligations. Mandated reporters are required to report suspected child maltreatment immediately when they have “reasonable cause to believe that a child who is 17 years of age or younger and known to them in a professional or official capacity has been harmed or is in danger of being harmed--physically, sexually, or through neglect--and that a caregiver either committed the harm or should have taken steps to prevent the child from harm.” “Abuse” shall include, but not be limited to, the following:

1. *Physical Abuse:* The deprivation of the child of food, shelter, clothing, care and supervision, medical and dental care and treatment, or educational opportunity; non- accidental and physically assaultive behavior inflicted upon the child, which results in demonstrable tissue injury to the child.
2. *Emotional Abuse:* A consistent pattern of conduct, speech or attitude toward the child, which arrests the child’s development or demonstrably impairs the child psychologically and/or emotionally. Resurgence Hall acknowledges the emotionally abusive impact witnessing domestic violence has on children. Resurgence Hall personnel are advised to follow the below outlined procedure when such abuse is suspected.
3. *Sexual Abuse:* The sexual exploitation of a child or his or her image; physical contact, whether with or without the consent of the child, with his or her genitalia, breasts or buttocks in a sexual context; exposing to or in the presence of a child one’s genitalia, breasts, or buttocks, or causing the child to have any physical contact with the same.

State law requires that school employees report any suspected abuse within 24 hours. Once you become aware that a student may be a victim of abuse or neglect, you MUST take the following steps:

1. Notify the Designated Reporter, which at Resurgence Hall is the Executive Director immediately of the situation.
2. After reporting the necessary information to the Executive Director, the reporter must fill out a child abuse/neglect incident report located in the office.
3. Complete and submit a written incident report to the Executive Director in step number two that shall include:

* Name, birthdate, and address of alleged victim
* Names of parents and/or caretakers
* Name, address, age or birth date and relationship to alleged perpetrator
* Type of injury or harm allegedly done to the victim
* Description of the incident (time/date, place in which it occurred, and indication of intention to harm)
* Names, dates of birth, ages, and schools of siblings

The Executive Director will assist you and the student in understanding the next steps after the report is taken by the intake worker answering the hotline on the Department of Family and Children’s Services (DFCS). Within 48 hours of the hotline call the case must be assigned. Once the case is assigned, DFCS will send a letter to the school providing the contact information for the caseworker and documentation of the initiation of the investigation. The caseworker will contact the Executive Director if any further information is needed. When necessary, the caseworker will speak with the employee who reported the abuse or neglect.

No one in the workplace, including supervisors, is permitted to suppress, change, or edit a report of abuse. A mandated reporter who willfully fails to report suspected incidents of child abuse or neglect is subject to license suspension or revocation, and subject to criminal prosecution.

**7.3 Whistleblower Protection**

Resurgence Hall requires employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. Employees and representatives of the school are expected to practice honesty and integrity in fulfilling their responsibilities and are expected to comply with all applicable laws and regulations.

It is the responsibility of all employees to report violations of ethics or conduct or suspected violations in accordance with this Whistleblower Policy.

No employee who in good faith reports a violation shall suffer harassment, retaliation or adverse employment consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within the school prior to seeking resolution outside the school.

Anyone filing a complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

The Executive Director will notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

If an employee or volunteer does not believe that communication with the Executive Director can or should be used to express their concerns, an employee or volunteer may contact the Resurgence Hall Board Chair. Reports should be submitted in writing to:

Resurgence Hall

Attn: Board Chair

1743 Hardin Ave

College Park, GA 30357

**7.4 Code of Conduct, Discharge, and Other Discipline**

As an integral member of the School, you are expected to accept certain responsibilities, adhere to acceptable School practices, and exhibit a high degree of personal integrity at all times. This involves respecting the rights and feelings of others and refraining from any behavior that might be harmful to you, your co-workers, students, and/or the School. You are expected to observe the highest standards of professionalism at all times.

These guidelines are fundamental in nature and are matters of judgment and common sense. Since it is impossible to list guidelines to cover every situation, the absence of an illustration from this list will not prohibit the School from taking disciplinary action, up to and including immediate termination, when the School believes, in its sole discretion, that such action is warranted. These guidelines do not in any way alter your at-will employment relationship with the School. The School may terminate your employment at any time and for any reason with or without cause or notice. The School expects you to follow rules of conduct that will protect the interests and safety of all students, employees and the School. Types of behavior and conduct the School considers inappropriate include, but are not limited to:

* Misconduct involving students;
* Falsifying employment or other School records;
* Violating the School's nondiscrimination and/or employee harassment policies, sexual or otherwise.
* Disclosing confidential information, including information protected by the Family Educational Records and Privacy Act (FERPA), and the Health Insurance Portability and Accountability Act (HIPAA);
* Excessive or patterned absenteeism or tardiness;
* Excessive, unnecessary, or unauthorized use of the School’s supplies or telephones, particularly for personal purposes;
* Reporting to work intoxicated or under the influence of non-prescribed drugs, or the possession, use, distribution, manufacture, sale, or dispensation of any controlled substance or illegal drug;
* Fighting or using obscene, abusive, or threatening language or gestures;
* Stealing from the School or fellow employees, or misappropriation of School assets or failure to report knowledge of such acts;
* Possession of firearms or weapons on the School's premises or during the course of your employment related activities;
* Disregarding safety or security regulations;
* Insubordination (i.e., failure to comply with a request from management);
* Failure to notify your manager that you will be absent from work in accordance with School policy;
* Defacing or damaging School property;
* Any action, whatsoever, that has the potential to negatively affect good relations between the School and its employees or between the School and any of its students; and
* Any violation of School policy.

Corrective Action: The School expects the highest quality performance from all employees. An employee’s failure to meet these expectations may result in disciplinary action up to and including dismissal. All forms of substandard performance, work of unacceptable quality or quantity, excessive absenteeism or tardiness, violations of school policies or procedures, misconduct, insubordination, any other form of improper conduct, and conduct which presents even the appearance of impropriety may result in disciplinary action up to and including discharge.

**7.5 Grievance Policy**

At times, misunderstandings and problems may arise that require attention. Should an employee feel as though their problem has not been adequately addressed or resolved, the employee should use the following grievance procedure.

Step One: Informal Discussion – The employee having the problem, complaint, or dispute should make every effort to resolve the issue with the person with whom they have the problem, complaint, or dispute, within 5 business days of the occurrence or cause of the matter.

Step Two: Administrative Review – If the matter cannot be resolved through informal discussion, the aggrieved employee may submit a written request for a face-to-face meeting with the Executive Director and any other person involved in the matter.

The Executive Director will schedule the meeting to occur within five days of receipt of written request. Within 2 business days of the meeting, the Executive Director will provide a written recommendation as to how the matter should be resolved and provide a copy to each party present at the meeting. The Executive Director will have the ultimate and final decision in the grievance process.

**7.6 Termination of Employment**

1. Termination: Employment is "at-will" and may be terminated by the School or the employee at any time with or without cause.
2. Resignation: A resignation is a termination instituted by the employee. Although no notice is required, either party initiating the termination should try to give as much notice as possible.

Employees who fail to report to work for three consecutive days without notifying and receiving authorization from their supervisor or an administrator will be considered to have resigned.

**7.7 Return of Property**

Upon separation from the School, all files, documents, records, laptops, credit cards, door and file keys, computer access codes or discs, and instructional handbooks and other physical or personal property which the employee has received, prepared, or helped prepare in connection with his/her employment with the School, and any copies, duplicates, reproductions or excerpts thereof must be returned by the employee on or before the last day of work.

**7.8 Physical Contact Between Employees and Students at School and at School-Sponsored Functions**

1. **Introduction:** The purpose of this policy statement is to provide all employees with guidance and direction with respect to physical contact between employees and students at school and during school sponsored functions. It is an area of educational policy, judgment, and law, which is fraught with uncertainties and changing standards. What constitutes appropriate physical contact in one circumstance may be totally inappropriate in another. At the outset, the decision of whether or not to touch or make physical contact with a student must be made by the employee involved. When or if it occurs, its appropriateness will depend on a variety of factors, not the least of which will be the student’s reaction and responses of other adults. The School believes that its employees individually and collectively possess the wisdom and expertise necessary to conduct themselves in a manner that is educationally sound and acceptable both within the professional community and the community at large.
2. **General Principles:** All physical contact between employees and students shall have a valid educational purpose and objective, meeting the student’s needs. The use of physical contact (including touching) or force in order to impose the staff member’s will or personal feelings upon a student, except in an emergency situation, is strictly prohibited. Employees who observe physical contact between students and employees which they deem to be inappropriate are expected to report such observations to the Principal as soon as possible. If the observer believes the contact is or may be immediately harmful, prompt intervention to prevent further harm is expected.
3. **Staff Conduct With Students:** Questions of the appropriateness of physical contact are to be determined by the context of the contact on a case-by-case basis. Issues such as intent, context, location, circumstances, age, and sex are all considerations that may be relevant.

Examples: Holding or comforting a student who has fallen and is crying may be appropriate, whereas, placing a hand on a child’s head to redirect his attention to the front of the room is not.

Instances of inappropriate physical contact initiated, encouraged, practiced and/or tolerated by employees, in even a single instance, may result in disciplinary action up to and including dismissal and/or legal action.

1. **Summary:** The School recognizes that this is a complex issue, and that some employees may deal with it by implementing a practice of never physically contacting or touching students. That is not the School’s intent or objective. It is expected that any physical contact between an employee and a student will have a legitimate purpose consistent with the School’s role as educator and caretaker of minor children.

**7.9 Tobacco-Free Workplace Policy**

All tobacco products are prohibited on all sites where students attend school, in school buses and vehicles, and at off-campus school-sponsored events. This policy includes school grounds, buildings, parking lots, and playing fields, or anywhere that an employee could be reasonably expected to encounter students during the school day. Any violation of this policy may result in disciplinary action.

**7.10 Drug-Free Workplace Policy**

Resurgence Hall is committed to protecting the safety, health, and well-being of all students, employees and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment. This organization encourages employees to voluntarily seek help with drug and alcohol problems.

**Covered Workers**: Any individual who conducts business for the organization or is conducting business on the School’s property is covered by this drug-free workplace policy. This policy includes, but is not limited to full-time employees, part-time employees, consultants, contractors, volunteers, interns, and applicants, and for purposes of this policy, the term “employee” covers all of those individuals.

**Applicability:** Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the organization. Therefore, this policy applies during all working hours and while on organization property.

**Prohibited Behavior:** It is a violation of the School’s drug-free workplace policy for an employ to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs or intoxicants. Employees are also prohibited from coming to work under the influence of alcohol or smelling of alcohol.

**Notification of Convictions:** It is a condition of employment that each employee abides by this policy and notifies Resurgence Hall of any criminal drug violation in the workplace within five calendar days of the conviction. The organization will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate.

**Consequences:** One of the goals of our drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious. In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn. The applicant may reapply after one year and must successfully pass a pre-employment drug test. If an employee violates the policy, appropriate action will be taken up to and including employment termination.

**Assistance:** Resurgence Hall recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem. Treatment for alcoholism and/or other drug use disorders may be covered in whole or in part by an employee benefit plan. However, the ultimate financial responsibility for recommended treatment, however, belongs to the employee.

**Confidentiality:** All information received by the School under the drug-free workplace policy. Access to this information is limited to those who have a legitimate need to know in compliance with applicable laws.

**Shared Responsibility:** A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Employees are not to report to work or be on duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.

In addition, employees are encouraged to:

* Be concerned about working in a safe environment.
* Support fellow workers in seeking help.
* Report dangerous behavior to the Executive Director.

It is the Executive Director’s responsibility to:

* Inform employees of the drug-free workplace policy.
* Investigate reports of dangerous practices.
* Clearly state consequences of policy violations.

**Communication:** Communicating our drug-free workplace policy to employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:

* All employees will receive a written copy of the policy.
* The policy will be reviewed in orientation sessions with new employees.

**7.11 Confidentiality of School Information**

If during the course of employment you acquire confidential information or proprietary information about the School, its students, or its employees, such information is to be handled in strict confidence and not to be discussed with persons outside the School. Such confidential information includes, but is not limited to, the following examples: student records, student or employee health information, and building-security information. Employees are also responsible for the internal security of such information.

Please remember that keeping confidential information confidential is part of your job description. This obligation shall remain in effect during your employment at the School and at all times after your employment. Violation of this policy is a serious breach of confidence, may be a violation of the law, and may lead to disciplinary action, up to and including immediate termination.

The Family Educational Rights and Privacy Act (FERPA) affords parents, guardians, and individuals acting as a parent in the absence of a parent or guardian, as well as students over eighteen (18) years of age certain rights with respect to the student’s education records. FERPA will be addressed in detail during faculty orientation.

**Reference Checks:** All inquiries regarding a current or former Resurgence Hall employee must be referred to the Executive Director. Should an employee receive a written request for a reference, he or she should refer the request to the Executive Director for handling. No School employee may issue a reference letter to or regarding any current or former employee without the permission of the Executive Director. Under no circumstances should any School employee release any information about any current or former School employee over the telephone. All telephone inquiries regarding any current or former employee of the School must be referred to the Executive Director.

**7.12 Conflicts of Interest**

As an employee of Resurgence Hall, you are to be ever mindful of the need to conduct yourself both in and outside of the school in a manner that will not bring criticism to yourself and to the school. You have an obligation to conduct your affairs within guidelines that prohibit actual or potential conflicts of interest.

An actual or potential conflict of interest occurs when you are in a position to influence a decision that may result in a personal gain for you, for a relative or for anyone else who has a close personal relationship with you as a result of Resurgence Hall business dealings. For the purpose of this policy, a relative or a person with a close personal relationship is a spouse, domestic partner, father or stepfather, mother or stepmother, son or stepson, daughter or stepdaughter, sister or stepsister, brother or stepbrother, grandparent, grandchild, uncle, aunt, nephew, or niece.

Additionally, it is the policy of Resurgence Hall that employees should not enter into personal employment arrangements with current students and their families. If a personal employment arrangement exists before a child is a student at Resurgence Hall, the arrangement must be disclosed at the time of the child’s application for admission.

No “presumption of guilt” is created by the mere existence of a relationship between an employee and an outside firm or vendor that employs a relative or person with a close personal relationship to the employee. However, if you have any influence on transactions involving purchases, contracts, or supplies it is imperative that you disclose that relationship to the Executive Director immediately so that safeguards can be established to protect all parties.

Personal gain may result in instances where you or your relative or person with a close personal relationship has a significant ownership in the vendor or firm with which Resurgence Hall does business. As noted elsewhere, accepting a gift from a vendor or business doing business with Resurgence Hall is prohibited, except for widely distributed advertising items of nominal value. Resurgence Hall recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to our educational mission. However, the employee must disclose any possible conflicts to the Executive Director, so that Resurgence Hall may assess and prevent potential conflicts of interest from arising.

A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an employee’s relative or person with a close personal relationship to the employee as a result of Resurgence Hall’s business dealings.

Although it is not possible to specify every action that might create a conflict of interest, this policy sets forth the ones, which most frequently present problems. If an employee has any question whether an action or proposed course of conduct would create a conflict of interest, he or she should immediately contact the School Leader to obtain advice on the issue. The purpose of this policy is to protect employees from any conflict of interest that might arise.

Reporting Potential Conflicts of Interest: An employee must promptly disclose actual or potential conflicts of interest, in writing, to the Executive Director. Approval will not be given unless the relationship will not interfere with the employee’s duties or will not damage Resurgence Hall’s relationship.

**7.13 Dress Code**

The way employees look and dress is vital to our organization’s ability to serve as role models for Resurgence Hall Students. We hold a high standard of personal appearance of all employees. All clothing must be distraction free, meaning any words, terms, or pictures that may be offensive to the other employees is unacceptable.

All employees should choose clothing appropriate for a professional business setting. An employee who is inappropriately dressed, in the opinion of the Executive Director, may be sent home and required to return to work in acceptable attire.

Appropriate dress includes, but is not limited to:

* Business suits/coordinated pant suits
* Collared shirts with and without ties
* Skirts
* Dresses
* Slacks
* Sweaters, blouses, knit tops, blazers
* Shirts with school related insignia

Inappropriate dress includes, but is not limited to:

* Shorts
* Jeans of any color
* Immodest dress such as clothing which is too short (more than 3 inches above knee), or tight or otherwise revealing.
* Oversized tee shirts and undershirts
* Leggings worn as pants/spandex
* Tank tops
* Spaghetti strResurgence Hall
* Midriff exposed
* Low cut dresses or blouses
* Sweat suits
* Flip flops
* Sneakers
* Stained and/or torn clothing
* Other attire deemed inappropriate by the Executive Director

**7.13 Outside Employment**

Helping students achieve their full academic potential, and working to help the School realize its mission will take a significant investment of time from every staff member. To that end, employment outside of the School is strongly discouraged. Any outside employment that an employee does decide to pursue must not conflict in any way with the employee’s responsibilities to the School. Employees may not conduct outside work or use school property, equipment, or facilities in connection with outside work whilst on school time. Further, all work done for Resurgence Hall is the exclusive property of the school and may not be used, distributed, or sold to or for any other organization without the written consent of the Executive Director. Further, the School assumes that all work completed by an employee is completed while under the employment of the school and is therefore property of the School, unless outlined in writing by the employee.

**Section 8: Workplace Safety**

**8.1 Personal Property and Workplace Searches**

Teachers may bring their own property to school for use in their classroom or desk. The school is not responsible for any property lost or stolen during, or outside of school hours.

To safeguard the safety and property of our employees, students, and the School, the School reserves the right to inspect any packages, parcels, purses, handbags, briefcases, or any other possession or articles carried to and from work areas. Therefore, there is no reasonable expectation of privacy with regard to items brought onto the school premises. It is considered to be part of each employee’s job at the School to cooperate fully with such reasonable searches. Refusal to cooperate may lead to disciplinary action, up to and including termination.

**8.2 Possession of Firearms in Workplace**

Resurgence Hall is committed to maintaining a safe learning environment for all our students, families, staff, and visitors. Except as expressly stated in this policy or as otherwise required by law, all students, visitors, and staff are prohibited from possessing firearms at any of our events, on our property, on our buses, or within the school safety zone.

Any employee in violation of this policy will be subject to disciplinary action, up to and including termination. In addition, Resurgence Hall reserves the right at any time and at its discretion to search all persons, containers, bags, desks, and other property for the purpose of determining whether an individual is in possession of a firearm in violation of this policy. Employees who fail or refuse to promptly permit a search under this policy will be subject to disciplinary action, up to and including termination.

**8.3 Use and Care of Equipment**

All equipment, furniture, and other materials provided by the school are the property of the School. Staff is expected to treat all equipment with the utmost respect and should be used only in the context of school-related business.

**8.4 Safety and Building Issues**

Closed Campus: Under no circumstances are students to leave the school building without permission. A student with permission to leave may only leave under the escort and supervision of an authorized adult, unless the school has been given prior written permission authorizing unaccompanied departure. Once students have entered the school in the morning, they may not leave the building unless they are escorted by a school staff member or other authorized adult.

**Visitor Policy:** All visitors are required to report to the Main Office upon entering the building. Visitors will be given a visitor sticker and/or escorted to their destination. Any visitor who does not report to the office or is found in the building without authorization should be asked to leave immediately.

In case of an emergency, parents or guardians should contact the Main Office either by phone or in person. Under no circumstances should parents or guardians contact students in their classrooms or attempt to withdraw students from the building before 3:45 pm without notifying and receiving permission from the Operations Manager or Executive Director

**Fire Safety**: If a staff member sees fire or smells smoke, he or she should close the door and pull the closest fire alarm. Upon hearing the alarm, school staff will assemble students in their rooms and proceed out of the building according to the fire evacuation plan posted in each room. Students should follow the direction of the staff, and lead students outside the building to the designated locations, where school staff will line up students by class and take attendance.

During the first week of school, and frequently throughout the school year, students and staff will participate in fire drills to ensure that the entire school community is familiar with the appropriate response in the event of an emergency.

**Facility Needs & Repair:** Facility needs or repair requests should be made to the Manager of Operations. It is extremely important that we keep our facility clean and functioning smoothly, as this sends a strong message to all school community members about the extent to which we value our work and our workplace. Any graffiti, particularly in the bathrooms or on school desks, should and must be dealt with swiftly and severely, so should be reported immediately.

**8.5 Emergency Drills**

**Fire Drill:** During the first month of school and frequently throughout the school year, students and staff will participate in fire drills to ensure that the entire school community is familiar with the appropriate response in the event of an emergency. It is important for students to follow instructions quickly and quietly during an emergency drill. Procedures are as follows:

1. Everyone must respond immediately to the fire alarm.
2. All electrical equipment must be turned off before exiting a room.
3. All doors must be closed but not locked.
4. Exit quietly in a single file line.
5. Use either the primary or secondary exit.
6. Proceed to assigned area where attendance will be taken and absences reported to a school administrator.
7. Students should turn away from the building and remain quiet to listen for further directions.
8. No one may return to the building until an “all clear” signal is given.

**Lock Down Procedures:** A school administrator or staff member who sees that there is an immediate need for an emergency lock down will initiate the following procedures:

* Notify the school office immediately upon observing a situation that may put children in imminent danger
  + A school administrator will notify school personnel to lock down.
* At this time, teachers will complete the following steps as quickly as possible:
  + Lock their doors – once the door is locked, teachers are not to unlock it for any reason (not even to permit a student to enter);
  + Make sure the blinds are closed;
  + Have the students move away from all windows and sit silently on the floor;
  + Take attendance and call the office if they are missing any students (they may be in the bathroom or in another classroom);
  + Under NO CIRCUMSTANCES are teachers to open their classroom doors until they hear the code word or are directed to do so by local law enforcement or fire officials.

Volunteers/guests must also follow the above procedures for a fire alarm and lock-down.

**8.6 Parking Lot Policy**

**Policy:** Parking lot related incidences are not covered under any school insurance policy. The organization assumes no liability for damage to cars.

**Section 9: Accountability**

**9.1 Performance Review and Evaluation**

We believe that in order to constantly improve as a school, staff members must continuously reflect upon and endeavor to improve their knowledge, skills, and approach to their work. Performance reviews and evaluations, both informal and formal, will be an integral part of every staff member’s professional development.

**Informal Performance Reviews:** Performance reviews may take place any number of times during the year, and may be in the form of a scheduled meeting or more informal talks during the school day. Performance reviews may be utilized as tools to improve employee performance with regard to management expectations. Employees should expect classroom observations and feedback as often as multiple times per day.

***Formal Staff Evaluations:*** Formal evaluations will be scheduled at least annually; the mid-year review will occur during January.

Staff will be evaluated per the evaluation distributed during summer professional development every year. For the mid-year review, teachers will complete the performance evaluation as a self-evaluation and the Supervisor will complete the same checklist. The Supervisor will give a copy of his or her version of the teacher evaluation to the teacher at least 24 hours before the scheduled mid-year review meeting. The staff member is asked to give the principal a copy of his or her self-evaluation at least 24 hours before the meeting as well. During the mid-year review meeting, the teacher and principal will discuss areas of strength, areas of concerns, and areas of discrepancy. Teachers who require a formal follow-up based on the mid-year review may also receive an end-of-year review.

We expect all teachers to succeed and will work with them to make that happen. Teacher quality is one of the main determinants of student success, and the job of the administration is to hire excellent teachers, establish high standards, and enable teachers to reach those standards. Teachers should also let the administration know how best to support them.

Employees’ performance evaluation reports will be filed in the employees’ official personnel file. The records are confidential by law and are not open for public review. Employees will be given a copy of their performance evaluation upon completion and may also request a replacement copy if needed.

**9.2 Open Door Policy**

If an employee has a work-related problem or feels that procedures are not properly applied, the School has an “open door policy.” However, employees are encouraged to take their problems to the party involved, prior to proceeding to the Executive Director, as the majority of misunderstandings can be resolved between employees themselves.

Most performance problems will be addressed using progressive discipline, which may include an oral warning, a written warning, a probation period, and then termination. In cases of serious misconduct, however, certain steps of the progressive discipline process may be skipped or immediate discharge may be warranted.

**9.3 Bonus Pay**

At Resurgence Hall, we believe in rewarding our team members based on student outcomes and school community contributions that are above and beyond standard. Bonuses are not guaranteed. However, when the budget allows, returning staff will be eligible for bonuses.

**ACKNOWLEDGMENT OF RECEIPT OF PERSONNEL HANDBOOK**

This Personnel Handbook covers employees who work for Resurgence Hall, referred to through this Handbook as “School.”

I hereby acknowledge receipt of Resurgence Hall’s Personnel Handbook, which outlines the personnel policies of the School. I understand that the information contained in the Handbook represents guidelines only, and that the School may change, rescind or add to any policies, benefits or practices described in this Handbook at any time at its sole and absolute discretion with or without prior notice.

I understand that my employment is at-will and both the School and I are free at anytime to end it, with or without notice or cause.

**I understand and agree that I cannot and should not rely upon any statements contained in this handbook as either creating or attempting to create any type of employment contract.** I further understand that no manager or representative of the School, other than the Executive Director, has any authority to enter into any employment agreement with me for a specified period of time, or under any specific conditions, or to make any promises or commitments contrary to at-will employment.

I understand and agree that I am to familiarize myself with the contents of this handbook. As a condition of employment, I agree to abide by School rules and policies as stated herein or as subsequently changed. I understand that I can ask my supervisor at any time for further information on any subject contained in this handbook.

Please sign and return to the Operations Manager

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Employee’s Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee’s Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

**EMPLOYEE HARASSMENT ACKNOWLEDGMENT FORM**

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ have received and read the School’s Sexual and Other Unlawful Harassment Policy.

It is the policy and practice of Resurgence Hall Charter School to promote a productive work environment and not to tolerate verbal or physical conduct by any employee that harasses, disrupts, or interferes with another’s work performance or that creates an intimidating, offensive, or hostile work environment. I have reviewed the Harassment Policy and understand that it is my responsibility to read and comply with all of the policies contained in this Handbook and any revisions made to it. I understand and agree to abide by this Policy.

Please sign and return to the Operations Manager.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Employee’s Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee’s Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

**MEDIA RELEASE FORM**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ give permission for Resurgence Hall staff to record, film, photograph, interview, and/or publicly exhibit, display, distribute or publish my name, appearance and spoken words for Resurgence Hall promotional purposes, whether undertaken by school staff, students, or anyone outside the school, including the media. I agree that the school may use, or allow others to use, those works without limitation or compensation. I release Resurgence Hall Charter School staff from any claims arising out of my appearance or participation in these works.

Please sign and return to the Operations Manager.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Employee’s Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee’s Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

APPENDIX

1. 2017-2018 Calendar
2. Critical Dates