Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
June 18, 2026	Action Item 6

Title

School Board Policies

Requested Action

School Board Consideration of Superintendent's Recommendation for Approval of School Board Policies on First Reading

Summary Explanation and Background

As part of this year's Policy review process, an annual staff and legal review of School Board Policies was conducted to ensure continued alignment with State and Federal Laws/regulations and Georgia Department of Education Rules.

As a result, the Superintendent is recommending modifications to the following Policies:

DO - School Properties Disposal Procedures

GAAA - Equal Opportunity Employment

GAEB - Harrassment

GAG - Staff Conflict of Interest

GAK (1) - Criminal Background Check

GAM - Drug-Free Workplace Staff Rights and Responsibilities

GBC - Professional Personnel Recruitment

GBRI - Personnel Leaves and Absences

JCAC - Harassment

JCAC (2) - Sexual Harassment Under Title IX

JCEB - Student Hearing Procedure

KN - Complaints

Financial Impact

N/A

Exhibits: (List) — Enter URL below

Policies attached

Source of Additional Information — Open URL

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~~Upon the Superintendent's recommendation, School District property may be declared surplus by the School Board. The Superintendent or designee will establish procedures for the disposal of surplus property that are the most advantageous to the School District and conform to applicable statutes and regulations governing such matters.~~

The Board of Education recognizes its responsibility to ensure that all property of the school system is managed, utilized, and disposed of in a manner that reflects sound stewardship, transparency, and compliance with applicable law.

The Board shall retain ultimate authority over the disposition of school system property and shall require that property determined to be no longer needed for educational or operational purposes be formally declared surplus in accordance with established procedures.

The Superintendent or designee is authorized to develop and implement administrative regulations governing the identification, evaluation, and disposition of surplus property. Such regulations shall ensure compliance with all applicable federal, state, and local laws, including any requirements related to public notice, competitive processes, documentation, and use of proceeds.

To the extent practicable, surplus property shall first be evaluated for reuse within the school system. When reuse is not feasible, the Superintendent or designee may recommend disposal through appropriate means, including sale, transfer, donation, recycling, or other methods determined to be in the best interest of the school system and permitted by law.

Real property determined by the Board to be no longer necessary or convenient for school purposes may be disposed of in accordance with O.C.G.A. § 20-2-520, Board action, this policy, and other applicable legal requirements.

The disposition of real property shall be subject to Board approval and shall comply with all applicable legal requirements governing valuation ~~appraisal~~, notice, and conveyance. The disposition of personal property, including equipment and materials, shall be conducted in accordance with administrative procedures established by the Superintendent or designee.

Property acquired through specific funding sources or programs shall be disposed of in accordance with all applicable restrictions and guidelines associated with those funds.The Superintendent or designee shall ensure that appropriate internal controls, documentation, and accountability measures are maintained throughout the surplus process, including records of authorization, transfer, sale, and final disposition.

The Board further directs that all disposal activities, including those involving vehicles, equipment, or other regulated assets, be conducted in compliance with applicable statutory requirements governing identification, transfer, and use.

REVISED: ~~**July 15, 2021**~~**, July 23, 2026**

Cherokee County Board of Education

BOARD POLICY **Descriptor Code: GAAA**

Equal Opportunity Employment

The Cherokee County Board of Education prohibits discrimination and harassment based upon ~~"Constitutionally Protected Differences" and other legally protected statuses (e.g.,~~ race, age, ~~gender, gender identity~~, genetic ~~status~~ information, past or present protected military service, pregnancy, color, religion, national origin, ~~or~~ disability~~).~~ s~~S~~ex, pregnancy,~~(including pregnancy, sexual orientation, and gender identify~~), or any other status protected by federal or state law. As an equal opportunity employer, the School District will not ~~consider any legally protected status~~ take adverse ~~in its~~ employment actions based on membership in a protected class. The School District will not tolerate harassment, discrimination or retaliation against any applicant or employee based upon the individual's protected class characteristics. ~~legally protected status.~~ The School District is committed to hiring, promoting and retaining the best qualified persons for all positions; and will provide equal access and opportunity ~~and respectful treatment~~ in all aspects of the employment process.

~~This commitment applies to all terms, conditions, and privileges of employment, including by not limited to recruitment, hiring, placement, promotion, compensation, discipline, termination, layoff, recall and benefits.~~ The Superintendent will establish employment procedures and designate individuals to coordinate compliance with this policy. Notice of this policy and procedures for redress with names, titles and contact information of District-level coordinators will be published and maintained on the School District website and at each work location.

This District shall comply with all applicable federal equal opportunity laws, including but not limited to Title VII of the Civil Right Act of 1964, the Americans Disability Act (ADA), the Age Discrimination in Employment Act (ADEA), and the Genetic Information Non Discrimination Act (GINA).

ADOPTED: August 2, 2001
REVISED: July 19, 2018; July 23, 2026

Cherokee County Board of Education

Harassment

Cherokee County Board of Education prohibits discrimination and harassment based upon ~~"Constitutionally-Protected Differences" and other~~ legally protected statuses (e.g., race, age, sex, ~~gender, gender identity~~, genetic status, past or present protected military service, pregnancy, color, religion, national origin or disability). ~~As such, it is the policy of the School District to address such complaints at the lowest level of administration in order to quickly and efficiently resolve all such matters~~

All employees are responsible for prevention of harassment and discrimination against students/employees, including the responsibility to report any conduct which they believe to be in violation of this policy. No person will be subject to retaliation or reprisal for making a good faith complaint under this policy or for participating in an investigation.

This Policy establishes the role and responsibility of the applicable Title Coordinator(s) ("Coordinator") and the role of the Chief Human Resource Officer (CHRO) in action steps, and the collection and analysis of reporting data in this regard.

The Superintendent will also develop administrative checklists to aid investigations.

I. DEFINITION

Harassment and discrimination may include any conduct which has the effect of unreasonably interfering with an employee's work based upon a protected characteristic, including conduct by school employees, students or others. Examples may include offensive jokes, slurs or comments; offensive touching or requests for dates or favors; different treatment of employees based upon a legally protected status ~~Constitutionally-Prote~~; display or communication of offensive photographs, writing or materials; or conditioning employment benefits on an employee's participation in, or reaction to, such conduct.

II. COMPLAINT PROCEDURES

Complaints made to the Cherokee County School District regarding alleged discrimination, harassment or retaliation for complaints about, or opposition to discrimination or harassment will be processed in accordance with the following procedure:

1. Any employee, applicant for employment, or other person with a complaint alleging a violation as described above will promptly forward a written complaint detailing the facts, witnesses and specific circumstances related to the complaint to the appropriate Title Coordinator, as annually appointed by the Superintendent and published on the school district website, or to the Chief Human Resources Officer (CHRO). In the event that a Coordinator or CHRO receives verbal or informal notice of a possible complaint, the Coordinator or CHRO will assist the complainant in making a written complaint so that the matter may be investigated. The complainant need not be the victim of the discrimination/harassment but may be any person aware of the conduct. Complaints received by any employee will be forwarded to the

appropriate work location supervisor who will then forward the complaint to the appropriate Title Coordinator.

2. Upon receipt of a discrimination/harassment complaint the Coordinator or designee will (a) facilitate a prompt investigation of the complaint, (b) take any interim action necessary to protect students, staff or operations pending the result of the investigation, and (c) make any necessary reporting of the allegations. Said investigation will consist at a minimum of interviewing the complainant, accused person(s), and persons with direct knowledge of the alleged events. Said investigation will be concluded as soon as practicable, and generally within fifteen (15) business days (defined as days when the School District central office is open for business) of receipt of the complaint. Upon completion of the investigation the Coordinator will initiate such remedial actions as are necessary to prevent any further harassment. Such steps may include counseling, suspension, termination, or any other remedial action deemed appropriate to address and eliminate further discrimination/harassment. Upon completion of the investigation the Coordinator will notify appropriate parties (which may include the alleged victim(s) and accused) in writing of the substance of the investigation and remedial measures to be taken pending any appeal. The Coordinator will retain, review and analyze the investigative file of each complaint. The CHRO will report the results of the review and analysis annually to the Superintendent.

3. The complainant may seek a review of the initial decision by written request received by the Coordinator within five (5) business days of the date of the decision.

4. Upon timely written request, the Coordinator will forward a copy of the investigative file to the CHRO. The CHRO or designee will have up to fifteen (15) business days to review the appeal, investigative file and the previous decision and determine, if additional investigation is warranted, any change in the remedial action recommended. The CHRO or designee will promptly notify appropriate parties of the appeal decision.

5. The decision of the CHRO or his/her designee will be the final decision under this policy. Additional due process will be provided for any disciplinary measures as required by law.

The complainant retains at all times the right to contact the Office of Civil Rights or the Equal Employment Opportunity Commission with regard to any allegations that the School District has violated any law.

This Policy will be distributed to all employees annually. Additionally, the Coordinator and other employees designated by the Superintendent will receive appropriate training in investigating, remediating and analyzing complaints of discrimination/harassment on an annual basis.

*Appropriate Federal agencies promulgate regulation from time-to-time to implement Federal Laws prohibiting discrimination in schools and the workplace. To the extent that this Policy is inconsistent with or conflicts with any of those regulations, the current regulation controls, and the part or parts of this Policy inconsistent with or in conflict with those regulations will be rescinded.

ADOPTED: **August 2, 2001**
REVISED: **July 21, 2022, July 23, 2026**

Cherokee County Board of Education

I. REMUNERATION

A. ACCEPTING GIFTS

Gifts are defined as anything of value voluntarily transferred from one individual to another, made gratuitously to the recipient.

School District employees will not accept any individual gift in excess of $250 in value annually from any booster club, parent organizations or groups, students or family members of students without the express prior approval of the Superintendent or his/her designee.

B. ACCEPTING PAYMENTS FOR EXTRA-CURRICULAR RESPONSIBILITIES

Payments are defined as monies, or its equivalent, received by an individual for services rendered.

Employees may accept additional payments from third parties for extracurricular responsibilities upon approval of the Superintendent or his/her designee. To ensure further fiscal and tax accountability and consistency, the Superintendent will develop guidelines that authorize and govern student support organizations to provide additional payment to employees for extracurricular responsibilities.

C. PROVIDING COACHING, INSTRUCTION OR OTHER SERVICES FOR PAYMENT

~~Employees may not accept employment from third parties for School District or School District student-related activities without prior written approval of the Superintendent or his/her designee.~~

~~An eExamples of activities that may be approved includes:, but are not limited to the following: Coaching, instructing or promoting athletic/summer camps, summer leagues, etc. that involves students under that employee's authority or supervision.~~

~~1. Soliciting students or parents of students under the employee's authority or supervision to purchase equipment, supplies or services from the employee; and,~~

~~2. Providing tutoring, additional instruction or after care/respite care for payment to students under the employee's authority or supervision.~~

Employees may accept employment from third parties for School District or School District Student-related activities with written approval of the Superintendent or his/her designee.

The following activities are prohibited when they involve students under the employee's authority or supervision:

1. Soliciting students or parents of students under the employee's authority or supervision to purchase equipment, supplies, or services from the employee; and,

2. Promoting athletic/extracurricular camps in which the employee is working, or providing tutoring, additional instruction, private lessons or after care/respite care for payment to students under the employee's authority or supervision.

II. EMPLOYMENT OF RELATIVES

The School District will permit the employment of relatives of current employees as long as such employment does not, in the opinion of the Superintendent or designee, create an actual or perceived conflict. The School District will exercise sound business judgment in the placement of related employee in accordance with the following:

A. For purposes of this Policy, the following definitions control:

   a. Relative will be defined to include spouse, ex-spouse, child, step-child, grand-child, parent, grand-parent, brother, sister, half-brother, half-sister, uncle, aunt, niece, nephew, first-cousin or the spouse of any of them. The relationships will also include those arising from adoption. Persons who are common law married or who are living in a meretricious relationship are also considered as relatives under the intent of this Policy.

   b. Personnel Actions include, but are not limited to, recommendations for new hires, promotions, pay raises, transfers, duty assignments and disciplinary matters of an employee or any individual employed by the School District, including the Superintendent.

B. Relatives are permitted to work in the same school or other facility, provided no direct reporting or supervisory/management relationship exists between employees. That is, no employee is permitted to work within the "chain of command" of a relative such that one relative's work responsibilities, salary, or career progress could be influenced, or give that appearance of having been influenced, by the other relative. No employee may recommend any personnel actions for or on behalf of any relative.

C. Relatives are not permitted to work in the same department or in any other position which the Superintendent believes an inherent conflict of any interest may exist.

D. Employees who marry while employed are treated in accordance with these guidelines, if following the marriage one spouse has any supervisory authority over the other spouse one of the employees will be transferred if a like position is available or, if a like position is not available, employee will need to resign at the earliest practical time as directed by the Superintendent of and/or designee.

E. The Superintendent will adopt and maintain employment application forms for all persons seeking employment within the district which shall require each applicant to disclose if the applicant is related to a current employee or School Board Member.

F. Employees who are already related at the time of the adoption of this section; or who would be in violation of this section upon the election or appointment of a relative to an elected or appointed supervisory position; or who become related subsequent to their employment on account of the marriage or of some other person; may continue their employment subject to the following conditions: Employees who become subject to the prohibitions of this policy as a result of its adoption or amendment; the employee's or Relative's job change, or the election of a Relative may continue their employment subject to the following:

1. Board Members will be informed prior to any employment decision of the existence of any actual or potential Relative(s) within any agenda item to afford the Board Member an opportunity to recuse them from such decision. Effected employees must disclose in writing to their supervisor, the Superintendent, or the Board Chair depending upon the nature of the conflict any actual or potential conflict of interest that may arise as a result of the employment or election of a Relative.

2. Department directors and supervisors will make every effort to transfer any relative to a different division or section so as to avoid any direct supervision and will not participate in any personal actions involving a relative.

G. This Policy will not be construed and shall not be enforced so as to deny employees those rights guaranteed by O.C.G.A. §20-2-940, et seq.

All other Policies of the Cherokee County School District in conflict herewith are specifically repealed.

REVISED: July 21, 2016, July 23, 2026

Cherokee County Board of Education

Prior to Employment

In accordance with O.C.G.A. § 20-2-211.1 (c),, all personnel, certified and classified, employed by the Cherokee Board of Education will be fingerprinted and have a criminal history record check completed. All fingerprints and criminal history record checks will be conducted by the Cherokee County School Police Department. The method of obtaining fingerprints and of submission to the Georgia Crime Information Center and National Crime Information Center will be as prescribed by O.C.G.A. § 20-2-211.1, as amended, and by the State Board of Education's policies, rules and regulations.

In addition, substitutes, lay coaches (paid/non-paid and volunteer) and others working in the School District who may potentially be in an unsupervised capacity with students on a regularly scheduled basis will be required to be fingerprinted and have a criminal history record check conducted.

Volunteers, student teachers and others working in a non-paid position in the School District who work with students on a regularly scheduled basis in an unsupervised capacity will be required to have a criminal history record check conducted but will not incur fingerprinting fees.

Fingerprints and/or criminal history record checks will be required even though the applicant may have undergone fingerprinting and criminal history record checks by another School District, or from previous employment with the Cherokee County Board of Education.

At the time of initial employment, or when initially selected to provide substitute, lay coach or other services as described in this policy, the person so employed/utilized will be required to pay all cost associated with fingerprinting.

Provisional Employment

- **Certified Positions**

~~Each person employed to fill a certificated position in the School District will be issued a temporary contract which will expire on the date the criminal history record check has been received by the School District and the Superintendent or designee has notified the employee in writing the criminal record check has been received or after 20 days, whichever will first occur. If the criminal history record check reflects that the certified employee has not been arrested, charged, plead guilty or no contest, or been convicted of any criminal offense other than a minor traffic violation, the Superintendent will have the authority without further authorization from the School Board to sign on behalf of the School Board a standard employment contract as previously approved by the School Board.~~

In the event the criminal history record check reflects that the certified employee has been charged with, pled to or been convicted of an offense other than a minor traffic violation, the Office of Human Resources will have authority to request additional information or explanation from the applicant, the Cherokee County School Police Department, any other

governmental agency, or any individual having information about the incident. The purpose will be to clarify information contained in the applicant's record, determine if there were attempts to falsify, misrepresent, or omit pertinent information, and to ensure that the applicant meets hiring guidelines. Failure to fully and accurately disclose pertinent criminal history, including any falsification or omission of such information, may result in the contract being deemed null and void.

- **Classified position (Non-Certified)**

Each person employed to fill a classified position in the School District will be employed contingent upon completion of the criminal history record check. If the criminal history record check reflects that the classified employee has not been arrested, charged, plead guilty or no contest, or been convicted of any criminal offense other than a minor traffic violation, the Superintendent will have the authority to continue the employment without further authorization from the School Board.

In the event the criminal history record check reflects that the classified employee has been charged with, plead guilty or been convicted of an offense other than a minor traffic violation, the Office of Human Resources will have authority to request additional information or explanation from the applicant, the Cherokee County School Police Department, any other governmental agency, or any individual having information about the incident. The purpose will be to clarify information contained in the applicant's records, determine if there were attempts to falsify, misrepresent, or omit pertinent information, and to ensure that the applicant meets hiring guidelines.

- **Volunteers/Substitutes/Lay Coaches/Other**

Persons working within the School District in a paid or non-paid capacity are permitted to do so contingent upon completion of a criminal history record check.

Continuous Verification

All certified personnel whose employment is renewed in the School District after July 1, 2000 will have a criminal history record check completed as required for any certificate renewal application as required by the Professional Standards Commission. All certified personnel who were hired prior to July 1, 2000 and were not fingerprinted at the time of employment will be required to be fingerprinted and have a criminal history record check completed. All fees associated with this process will be paid by the employee. Any criminal history record information will be forwarded with the renewal application to the Professional Standards Commission.

All classified (non-certified) personnel who continue in employment in the School District will have a criminal history record check completed every fifth year of employment or more frequently if determined necessary by the Superintendent. All classified (non-certified) personnel who were hired prior to July 1, 2000 and were not fingerprinted at the time of

employment will be required to be fingerprinted and have a criminal history record check completed. All fees associated with this process will be paid by the employee.

All volunteers, substitutes, lay coaches, and others working in the system will have a criminal history record check completed each year at the time of renewal for service.

Use and Handling of Criminal Record Information

For all personnel, if the criminal history record reveals a charge, conviction, or plea, the information must be forwarded to the Office of Human Resources for review and evaluation. Consideration for continued employment will be based upon the nature of the offense(s), when the offense(s) was committed, and the employee's work record. The final decision will focus on conduct, morality, and other good and sufficient cause. The safety and security of students will receive primary emphasis.

Criminal history record information will be used by the School District and its authorized officials and employees only for the purpose of determining employment status, and in the administrative or judicial proceeding calling such employment in question, and will be stored, restricted and disposed of in such manner as may be required by federal or state authorities. When deemed appropriate, criminal history record information may be referred by the Superintendent to the Professional Standards Commission for further investigation. Fingerprints and criminal history record information will be the property of the School District.

ADOPTED: August 2, 2001
REVISED: July 18, 2019, July 23, 2026

Cherokee County Board of Education

The Cherokee County Board of Education is committed to providing a safe work environment and to fostering the well-being and health of its employees. This commitment is jeopardized when any School District employee illegally or improperly uses illegal and/or illicit drugs on or off the job; comes to work under the influence; possesses, distributes or sells illegal and/or illicit drugs in the workplace; or abuses alcoholic beverages to an extent that tends to affect workplace performance. The School District recognizes that a drug-free workplace encourages employee productivity and promotes the accomplishment of its missions and goals. Therefore, the following Policy is established:

I. POLICY STATEMENTS

1. It is a violation of School Board Policy for any employee to use, possess, sell, trade, offer for sale, or offer to buy any illegal drug, or to otherwise engage in the illegal use of drugs on or off the job. It is a violation of School Board Policy for any employee to report to work under the influence of, or while possessing in his or her body, blood, or urine, illegal drugs in any detectable amount.

2. It is a violation of School Board Policy for any employee to report to work under the influence of any prescribed medication that has been used and /or ingested contrary to medical advice or label instructions.

3. It is a violation of School Board Policy for any employee to report to work under the influence of, or impaired by any detectable amount of alcoholic beverages.

4. It is a violation of School Board Policy for any employee to improperly use, possess, sell, trade, offer for sale or offer to buy any prescribed medication. Provided however, that nothing in this Policy is construed to preclude the appropriate use of legally prescribed medications.

5. It is a violation of School Board Policy for any employee to refuse to submit to a substance abuse test, based upon reasonable suspicion; as part of a fitness-for-duty examination; or as otherwise directed by a person in authority and in accordance with this Policy.

6. Any and all employees of the School District will have the affirmative duty to immediately report any violation of this Policy to the ~~Cherokee School Police~~ Office of Human Resources.

7. In accordance with School Board Policy GAMC, any employee who is arrested, charged, indicted, bound over by or to a grand jury, convicted, exonerated, enters a plea, or who is nolle prosecuted for any crime or criminal offense in violation of a criminal drug statute in the State of Georgia or any other state in the United States, whether the crime or criminal offense is a felony or misdemeanor, is required to report each and all of these events, occasions, or developments to the Superintendent of Schools or appropriate designee as soon as reasonably practical, but no later than five (5) calendar days after its occurrence. This also includes any arrest or conviction

outside of the United States. Driving Under the Influence (DUI) is not exempt from the requirement and must be reported.

8. A violation of this Policy will subject an employee to disciplinary action which may include, but is not limited to, reprimand, suspension from duty without pay, demotion, job reassignment or restructure, and/or termination.

9. A violation of this Policy will subject an employee to referral for criminal prosecution as circumstances dictate.

10. An internal investigation may be authorized by the Superintendent of Schools. Notification of employee misconduct will be submitted to the Georgia Professional Standards Commission (PSC) or other agency when appropriate.

11. At the School District's discretion, employees who violate this Policy may be required to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

The School District adheres to the provisions of the "Drug Free Workplace Act of 1988."

II. EMPLOYEE EDUCATION

The Superintendent will develop a drug-free awareness program to inform employees of the dangers of drug and alcohol abuse, the availability of employee assistance and drug rehabilitation, and the terms of this Policy.

III. EMPLOYEE ASSISTANCE PROGRAM

The School District offers an Employee Assistance Program (EAP) benefit for employees and their dependents. The EAP provides confidential assessment, referral and short-term counseling to employees and their dependents for personal problem resolution. The EAP can be accessed by an employee through self-referral or referral by a supervisor. If a referral for treatment outside the EAP is necessary, the costs of such outside services will be the responsibility of the employee. These costs may be covered by the employee's medical insurance. Community-based services will be accessed for the employee as available.

Any employee who seeks assistance from or refers himself or herself to the EAP, prior to being involved in any drug or alcohol related incident and/or prior to being notified of an upcoming drug and/or alcohol test, will not be subject to termination, discipline or other adverse employment related action solely on the basis of such self-referral. Participation in the EAP will not affect an employee's career advancement or employment. Participation in the EAP will not protect an employee from disciplinary action that is based upon substandard job performance.

An employee, who has taken advantage of confidential self-referral to the EAP with or without the knowledge of the School District, will not be excused from required drug and alcohol testing in compliance with this Policy even when the self-referral of the employee occurred prior to the testing in question. No employee will be permitted to use voluntary self-referral to the EAP to avoid otherwise legitimate disciplinary action against said employee by the School District.

IV. EMPLOYEE DRUG TESTING

It is a condition of employment for employees to submit to substance abuse testing under the following circumstances:

A. When there is reasonable suspicion to believe that an employee is using illegal drugs or abusing alcohol in the workplace.

"Reasonable suspicion" is based on a belief that an employee is using or has used drugs or alcohol in violation of School Board Policy; drawn from specific objective and describable facts and reasonable inferences; and drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon, but not limited to, the following:

1. Observation of actions while at work such as substance abuse or the physical symptoms of being impaired due to substance abuse;
2. Abnormal conduct or erratic behavior of the employee while at work or a significant deterioration in the employee's work performance;
3. A report of substance abuse provided by a reliable and credible source;
4. Information that an individual has tampered with any substance abuse test during his or her employment with the current employer;
5. Information that an employee has caused or contributed to an accident or injury while at work; or
6. Information that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

B. When an employee is involved in an accident while on School District business that results in an injury and/or damage to District property and/or loss of work time. For purposes of this Policy "loss of work time" will mean any period of time during which an employee stops performing normal job duties due to injury and/or property damage.

An employee must submit to a substance abuse test at a School District-designated testing location immediately, and no later than 24 hours, following a work-related accident or injury. An exception may be granted only if an employee experiences extenuating circumstances (i.e., emergency room visit, hospitalization/admission) due directly to the work-related accident or injury. All exceptions will be reviewed for validity. Once emergency treatment is obtained, the employee is required to follow protocol of reporting to a designated facility for substance abuse testing.

C. When a substance abuse test is conducted as part of a scheduled employee fitness-for-duty medical examination that is part of the School District's established guidelines or that is scheduled for all members of an employment classification or group.

D. As part of a follow-up program to treatment for drug abuse when an employee has entered a rehabilitation program because of a positive confirmed test result. The frequency of such testing will be a minimum of at least once a year for a two-year period after completion of the rehabilitation program. Advance notice of testing will not be given to the employee.

An employee with a confirmed positive test result may, at said employee's option and expense, have a second confirmation test made on the same specimen. An employee will not be allowed to submit another specimen for testing. Both the initial screen test and the first confirmation test will be at School District expense.

Employees will not tamper with specimens of bodily fluid collected pursuant to this Policy. Any tampering will result in employee discipline. For purposes of this Policy, tampering includes, but is not be limited to: 1) substitution of fluid 2) adulteration either internally or externally of the fluid 3) any other action which is intended to provide false results of drug or alcohol use or abuse.

V. ALCOHOL ABUSE

An employee who is under the influence of alcoholic beverages at any time while on School District business or at any time during the hours between the beginning and ending of the employee's work day, and whether on School District property or not, will be guilty of misconduct and is subject to discipline up to and including termination.

An employee will be determined to be under the influence of alcoholic beverages if the employee's normal faculties are impaired due to the consumption of alcohol, or if the employee has a detectable blood alcohol level. For purposes of this Policy a detectable blood alcohol level will be .02% alcohol concentration or greater in the blood, breath or urine.

If an employee is called into work during non-scheduled hours on an emergency basis, the employee must inform the supervisor or manager of any recent off-duty consumption of alcoholic beverages, legally prescribed or over-the-counter medication that may cause impairment. Under such circumstances an employee may not begin working if said employee's performance would be impaired. Under such circumstances, the use of alcoholic beverages or medication does not violate this Policy.

VI. NOTICE REGARDING USE OF CBD OIL PRODUCTS

The Food and Drug Administration (FDA) does not currently certify levels of tetrahydrocannabinol (THC), the primary psychoactive component of marijuana, in Cannabidiol (CBD) products. There is no Federal oversight to ensure that labels are accurate.

Therefore, CBD products may be misleading because the products could contain higher levels of THC than what the product label states.

It is a violation of School Board Policy GAM: Drug Free Workplace, for employees to use illegal drugs, including marijuana, for any reason. CBD use is not a legitimate medical explanation for a laboratory-confirmed marijuana positive result, even if an employee claims they only used a CBD product.

Employees should exercise caution when considering the use of CBD products.

VII. OPPORTUNITY TO CONTEST OR EXPLAIN TEST RESULTS

Employees who have a positive confirmed test result may explain or contest the result to the School District, through the Division of Human Resources, within five (5) working days of receiving notice from the School District of the positive test result.

VIII. CONFIDENTIALITY

The confidentiality of any information received by the School District through referrals to or participation in the EAP, and of any treatment for addictive disorders or diseases, and records of drug and alcohol screening test results, will be maintained, except as otherwise provided by law. Said information will be maintained in files separate and distinct from employee personnel files.

IX. DRUG AND ALCOHOL TESTING FOR APPLICANTS AND EMPLOYEES WHO MUST HOLD A COMMERCIAL DRIVER'S LICENSE

In accordance with School Board Policy GCRA(1), U.S. Department of Transportation ("DOT"), Federal Motor Carrier Safety Administration's anti-alcohol and controlled substances policies and regulations will apply to an employee of the School District who holds a Commercial Driver's License ("CDL"), and who operates or has reason to move a school bus or other commercial motor vehicle (as that term is defined by Federal regulations). To the extent that any provision in this Policy conflicts with or is superseded by the U.S. DOT, Federal Motor Carrier Safety Administration's policies and regulations, the regulations promulgated thereunder, will control.

X. COMPLIANCE WITH THE AMERICANS WITH DISABILITY ACT

Pursuant to the provisions of the Americans with Disabilities Act ("ADA"), an employee may not be discriminated against on the basis of medical history related to either drugs or alcohol; however, the School District will take into proper account any evidence of an employee's current abuse of such substances, violation of this Policy, or any history of criminal activity involving such use.

The Superintendent will establish guidelines as necessary for the administration of the Drug-free Workplace Staff Rights and Responsibilities Policy.

ADOPTED: **August 2, 2001**
REVISED: **July 15, 2021, July 23 2026**

Cherokee County Board of Education

The Cherokee County Board of Education is committed to securing and retaining highly qualified and properly certified or licensed professional staff. The Cherokee County Board of Education prohibits discrimination and harassment based upon ~~"Constitutionally Protected Differences" and other legally protected statuses (e.g.,~~ race, age, gender, gender identity, genetic ~~status~~ information, past or present protected military service, pregnancy, color, religion, national origin, ~~or~~ disability~~).~~ sex(including pregnancy, sexual orientation, and gender), or any other status protected by federal or state law.

An educator requiring or holding a non-renewable certificate will not be recommended unless, in the discretion of the Superintendent or a designee, that applicant is the most qualified for the position in question.

As education positions become available, these positions are posted on local, state and national electronic job search websites. Written announcements for certified positions are sent to appropriate colleges and universities and to the State Department of Education.

Other ways in which recruitment for certified/licensed positions may occur include:

1. Encouragement of capable high school students into the profession through career-related classes and clubs, orientations and scholarship programs.

2. Strategic partnerships with Colleges of Education around the State to foster teacher placement.

3. Technology usage to identify and acquire highly qualified and talented applicants.

4. Active recruitment at University and College Recruitment fairs held throughout the year.

ADOPTED: August 2, 2001
REVISED: July 19, 2018, July 23, 2026

Cherokee County Board of Education

ACCRUAL OF SICK LEAVE AND ABSENCE FOR MEDICAL AND RELATED REASONS

In accordance with Georgia law, regular (not temporary) employees will accrue sick leave with pay at the rate of one and one quarter workdays for each completed month of service. Employees regularly working less than 100% but at least 50% will accrue sick leave prorated for the percentage of time worked. Employees working less than 50% will not accrue sick leave. All unused sick leave will be accumulated from one work year to the next. Employees are entitled to transfer up to 45 days of accumulated, unused sick leave from one School District in the State of Georgia to another and to or from the State Department of Education ~~upon verification from the prior employer as required by School District procedures~~.

Employees are expected to maintain regular attendance. Absences not authorized under this Policy, School District procedures, or applicable law may be treated as unauthorized leave and may result in appropriate disciplinary action.

Sick leave provided for under this Policy is available only for personal illness, injury, exposure to contagious diseases and ~~medical~~ medically related reasons, for absences necessitated by illness or death in the employee's immediate family, as defined by applicable law and School District procedures, for any reason(s) required by State or federal law or emergency executive orders. For any absence in which sick leave is used, the Superintendent of Schools or appropriate designee will have the right to require adequate proof of the reasons giving rise ~~for~~ to the need for leave, limited to information reasonably necessary to administer the leave request.

Sick leave will be charged only for absences occurring on days the employee would otherwise work.

An employee will not be charged with sick leave for absence due to an injury caused by a physical assault while employee was engaged in the performance of his or her duties; provided, however, that this paragraph will apply only to the first seven workdays of absence resulting from a single injury. An employee who is absent for up to seven days due to such an injury also will not have his or her regular pay reduced because of such absence or be required to pay the cost of a substitute.

Employees who do not qualify for participation in the State of Georgia Teacher Retirement System and, as such, cannot utilize unused sick leave accumulated toward retirement service, will be allowed, upon completion of service with the School District, to cash in unused sick leave days earned in the service of the School District at one-half of their value up to a maximum reimbursement of 45 days.

An employee may make a one-time donation of up to 10 sick leave days to his or her spouse if such spouse is also an employee of the School District for purposes of maternity leave, illness, illness of a family member or death of a family member.

SICK LEAVE BANK

A Sick Leave Bank is established and replenished from employee contributions of accumulated sick leave to provide its members with sick leave for catastrophic illness after their own sick leave has been exhausted. Membership in the Sick Leave Bank is voluntary by each eligible employee. Members may withdraw sick leave days from the Sick Leave Bank only in accordance with the guidelines established by the Sick Leave Bank Committee as appointed by the Superintendent.

ANNUAL (VACATION) LEAVE

Twelve-month employees regularly working in a position full-time (100%) will accrue annual leave at a rate of one day per month up to 12 days per year with a total maximum accumulation of 45 days. Employees regularly working less than 100% but at least 50% will accrue annual leave prorated for the percentage of time worked with a total maximum accumulation of 45 days. Employees working less than 50% will not accrue annual leave. Annual leave in excess of the maximum accrual will be forfeited after June 30 of each fiscal year. Upon retirement or completion of service with the School District, all eligible employees will be paid for accrued annual leave at their current daily rate of pay.

The annual leave schedule will be arranged so that each school and department can maintain effective service levels. Leave may be taken only after approval by the Superintendent or appropriate designee.

PERSONAL LEAVE

~~Three~~ Five days of any accumulated sick leave may be utilized during each school year for personal or professional reasons as authorized by O.C.G.A. § 20-2-851 and effective July 1, 2026, provided prior approval of the absence is given by the Superintendent or appropriate designee and provided the presence of the employee requesting absence is not essential for effective school operation. Personal leave may be granted at the discretion of the Superintendent or appropriate designee. Personal leave does not accrue from year-to-year; however, an employee who does not utilize personal leave does not lose any accumulated sick leave. Employees shall not be required to disclose the specific reason for the absence beyond identifying whether the leave is requested for personal or professional reasons, unless disclosure is otherwise required by law or necessary to administer another applicable leave or accommodation benefit.

PERSONAL LEAVE FOR EMPLOYEES ELECTED TO PUBLIC OFFICE

The School District recognizes and affirms the right of a citizen of Georgia to seek and hold public office. Accordingly, personal leave may be requested and granted to employees who are duly elected to a public office.

During the absence of an employee serving in a public office, a substitute (if necessary) will be employed. Upon completion of public service, the employee will immediately resume his/her employment responsibilities. Salary will not be provided for days absent from school duty after the "Personal Leave" allotment is used. Earnings will be reduced based on the individual employee's terms of employment.

Other benefits granted to employees may remain in force during the time of public service upon payment of the full cost of such benefits by the employee if not prohibited by law, contracts or other agreements with service providers.

Pursuant to O.C.G.A. § 20-2-51(c): no person employed by a local board of education will be eligible to serve as a member of that board of education.

AUTHORIZED PROFESSIONAL LEAVE

Authorized professional leave is leave for which the School District has granted permission and is providing a substitute (if applicable) for the employee to attend a professional development or work- related activity provided prior approval for the absence is given by the Superintendent or appropriate designee.

ADMINISTRATIVE AND SUSPENSION LEAVE

The Superintendent will have the authority to place an employee on administrative or suspension leave with or without pay in accordance with applicable School Board Policies and procedures and State law.

OBSERVANCE OF RELIGIOUS HOLIDAYS

~~Employees may use personal leave, for the observance of recognized religious holidays If an employee desires to take leave for the observance of recognized religious holidays in excess of the days allowed for personal leave, the employee may take unpaid leave for such purposes provided that such leave is not excessive and does not interfere with fulfilling the obligations of his or her job~~

Employees may use personal leave, or where required by law, other available leave or reasonable accommodation, for sincerely held religious observances, practices, or beliefs, including religious holidays, unless doing so would impose an undue hardship under applicable law. If an employee seeks leave for a sincerely held religious observance, practice, or belief in excess of the days allowed for personal leave, the employee may request unpaid leave, a schedule adjustment, or another reasonable accommodation. The School District will evaluate the request on an individualized basis and may deny a requested accommodation if it would impose an undue hardship under applicable federal law.

JURY AND WITNESS LEAVE

Each regular (not temporary) employee will be allowed leave with pay for the purposes of serving as a juror in any court or when subpoenaed to testify in a case arising out of the individual's job duties with the School District. Jury and/or witness leave will not be deducted from an individual's accumulated vacation or sick leave. No employee utilizing jury leave will be required to pay the cost of employing a substitute to serve during his or her absence for jury or witness leave. The School District will not penalize an employee for lawful jury service or for responding to a lawful subpoena.

MATERNAL BIRTH LEAVE

~~Under 2026 revisions of O.C.G.A. § 45-20-23, employees who are considered full-time by the School District and who have completed six continuous months of employment and have worked a minimum of 700 hours over the six-month period immediately preceding the requested paid maternal birth leave date will be eligible for paid maternal birth leave for the~~

~~qualifying life event defined as giving birth to one or more children in a single or multiple pregnancy. The employee will be required to provide satisfactory documentation of birth.~~

~~The maximum amount of paid maternal birth leave that may be taken by an eligible employee is 120 work hours. Maternal birth leave shall only be taken during the three-week period immediately following the eligible employee's qualifying life event to recuperate from such birth and shall precede the taking of any paid parental leave authorized under Code Section 45-20-17.~~

~~An eligible employee, regardless of whether the employee is eligible for paid or unpaid leave under federal law, will be eligible for paid maternal birth leave. Leave of absence related to paid maternal birth leave will run concurrently and in coordination with any approved Family and Medical Leave Act (FMLA) leave. Any remaining maternal birth leave at the end of the three-week period following the qualifying life event will not carry over for future use. Unused paid maternal birth leave has no cash value at the time of an employee's separation of employment with the School District.~~

Under O.C.G.A. § 45-20-23, eligible employees shall receive paid maternal birth leave in accordance with law and School District procedures. Employees who are considered full-time by the School District, who have completed six continuous months of employment, and, for employees employed on an hourly basis, who have worked a minimum of 700 hours over the six-month period immediately preceding the requested paid maternal birth leave date, will be eligible for paid maternal birth leave for the qualifying life event of giving birth to one or more children in a single or multiple pregnancy. The employee will be required to provide satisfactory documentation of birth as permitted by law.

The maximum amount of paid maternal birth leave that may be taken by an eligible employee is 120 work hours. Maternal birth leave shall be taken during the three-week period immediately following the eligible employee's qualifying life event and shall precede the taking of any paid parental leave authorized under O.C.G.A. § 45-20-17, unless a different order is required by applicable law.

An eligible employee, regardless of whether the employee is eligible for paid or unpaid leave under federal law, will be eligible for paid maternal birth leave to the extent provided by applicable Georgia law. Leave related to paid maternal birth leave will run concurrently and in coordination with any approved Family and Medical Leave Act ("FMLA") leave to the extent permitted by the FMLA and after any notice or designation required by law. Any remaining maternal birth leave at the end of the three-week period following the qualifying life event will not carry over for future use. Unused paid maternal birth leave has no cash value at the time of an employee's separation from employment with the School District.

PARENTAL LEAVE

Paid Parental Leave

Under applicable Georgia law, including ~~2021 revisions of~~ O.C.G.A. § 45-20-17, employees who are considered full-time by the School District and who have completed six continuous months of employment will be eligible for paid parental leave for qualifying life events of birth

of a child, placement of a minor child for adoption, or placement of a minor child for foster care. The employee will be required to provide satisfactory documentation of birth, adoption or foster care.

The maximum amount of paid parental leave that may be taken by an eligible employee during a rolling 12-month period is 240 work hours, regardless of the number of qualifying events that occur within such period. The rolling 12-month period will be measured backward from the date an eligible employee first uses paid parental leave. Such leave may be taken in increments of less than eight hours. Any remaining paid parental leave 12 months after the qualifying life event will not carry over for future use. Unused paid parental leave has no cash value at the time of an employee's separation ~~of~~ from employment with the School District. The School District will provide notice of paid parental leave benefits upon hiring and annually thereafter as required by law, and will not interfere with, discriminate, or retaliate against an eligible employee for lawfully exercising paid parental leave rights.

Leave ~~of absence~~ related to paid parental leave will run concurrently and in coordination with any approved ~~Family and Medical Leave Act~~ ~~(~~FMLA~~)~~ leave to the extent permitted by the FMLA and after any notice or designation required by law. If both parents who experience a qualifying event as described under paid parental leave are employees of the School District, both employees are eligible for up to 240 hours of paid parental leave. If spouses who are parents of a newborn child, newly adopted child, or newly placed foster child are employed by the School District, FMLA leave for birth and bonding, adoption, or foster-care placement will be limited to a combined 12 workweeks only to the extent permitted by the FMLA.

Eligible employees who do not qualify for leave under the FMLA may receive paid parental leave as required by O.C.G.A § 45-20-17. ~~are provided up to 30 calendar days of a combination of paid or unpaid parental leave~~. ~~Once paid parental leave reaches the maximum of 240 hours, the employee's accrued leave may be utilized up to the maximum of 30 calendar days~~. Once paid parental leave reaches the maximum of 240 hours, the employee's accrued leave may be utilized as permitted by School District guidelines and applicable law. In cases of pregnancy, childbirth or related medical conditions, ~~maternity~~, unpaid Parental Leave may be extended as required by applicable law.

Unpaid Parental Leave

Employees who have been employed for at least 12 months and have at least 1,250 hours of service in the preceding 12 months may receive up to 12 cumulative weeks, or 60 workdays, ~~weeks (60 work days)~~ of unpaid parental leave during pregnancy, within one year of the birth of a child, as a result of proceedings to prepare for the adoption or foster care of a child, or within one year following the adoption or foster care placement of a child. The employee will be required to provide satisfactory proof of pregnancy, birth, adoption or foster care as permitted by the FMLA and other applicable law.

Leave ~~of absence~~ related to paid or unpaid parental leave runs concurrently and in coordination with any approved FMLA leave to the extent permitted by the FMLA and after any notice or designation required by law. ~~Under FMLA guidance, if both parents of a newborn child, newly adopted child or foster child as described above~~ If spouses who are parents of a newborn child, newly adopted child, or newly placed foster child are employed by the School District, ~~the 12-~~

~~work week leave will be limited to a combined 12 work weeks total leave.~~ FMLA leave will be limited to a combined 12 workweeks only to the extent permitted by the FMLA.
Employees who do not qualify for unpaid leave under the FMLA or paid parental leave under O.C.G.A. § 45-20-17 are provided up to 30 calendar days of unpaid parental leave. In cases of pregnancy, childbirth, or related medical conditions ~~maternity~~, unpaid parental leave may be extended as required by applicable law. ~~beyond 30 calendar days, not to exceed the doctor's estimated length of physical disability.~~

Employees may utilize accrued leave during the term of Parental Leave, except that the School District will not require substitution of accrued leave where prohibited by applicable law or where paid maternal birth leave or paid parental leave must be provided as a separate statutory leave benefit.

MILITARY FAMILY LEAVE
Regular (not temporary) employees who have spouses deployed overseas by the United States Military for service in a war zone or war zone support area may request up to a maximum of seven days of School District-paid leave during a 12-month period for Military Family Leave, for days immediately prior to deployment, days immediately upon returning from deployment, or during a spouse's temporary furlough. The 12-month period will be measured back from the date the employee begins using any Military Family Leave.

MILITARY LEAVE
Regular (not temporary) employees are eligible for paid leave not to exceed 18 days in any calendar year for the purpose of complying with ordered military leave duty with the armed forces of the United States or State of Georgia, including duty as a voluntary member of the militia or reserve component of the United States or State of Georgia. Regular employees also are eligible for paid leave not exceeding 30 days in any one calendar year if ordered to duty as a result of the declaration of any emergency by the Governor or the appropriate officials of the United States Armed Forces. Employees who have military commitments will inform the Superintendent or appropriate designee annually and will cooperate to the extent possible in scheduling such leave so as to minimize the disruption in those employees' duties and the mission of the School Board. Military leave, reemployment rights, seniority, benefits, and other employment protections will be administered in accordance with applicable Georgia law and the Uniformed Services Employment and Reemployment Rights Act ("USERRA").

FAMILY MEDICAL LEAVE
~~The School Board adheres to the provisions of the Family and Medical Leave Act ("Act") as adopted by the U.S. Congress on February 5, 1993 and which became effective August 5, 1993 and which was later amended by the National Defense Authorization Act on January 28, 2008. This School Board does not intend by this Policy to create any additional rights to leave not provided by the Act; provided, however, the School Board does wish to extend the rights of the Act to certain employees who have worked at least 12 months for the School District. The School Board does intend to elect certain options as the Act authorizes. Any portion of this Policy inconsistent or contrary to the Act is unintentional and will not be given effect. As to the interpretation of this Policy, the School District's employees should look to the Act itself and its regulations.~~ The School Board will administer leave under the Family and Medical Leave Act ("FMLA") in accordance with the FMLA and its implementing regulations, as amended.

This Policy does not create rights to FMLA leave beyond those required by the FMLA, except where this Policy or applicable state law expressly provides additional leave or paid leave. Any portion of this Policy inconsistent with the FMLA will not be given effect. The School District will provide required notices, designate qualifying leave, maintain benefits, restore eligible employees, and coordinate paid leave with FMLA leave as required or permitted by the FMLA.

MEDICAL LEAVE FOR ORGAN AND BONE MARROW DONATION

Under 2025 revisions of O.C.G.A. § 20-1-12, the "Georgia Supporting Living Donor Educators Act" enables public school employees to receive paid leave for purposes of bone marrow and organ donation. Public school teachers and employees may receive up to seven days of paid leave for bone marrow donation and up to 30 days for organ donation ~~with these days not being deducted from annual or sick leave counting towards retirement or pension benefits~~ without deducting those days from annual or sick leave and without reducing retirement or pension benefits to the extent provided by law. To qualify, employees must provide a medical statement from a practitioner or hospital administrator detailing the donation procedure at least seven days before the planned leave. The ~~bill defines~~ law defines an organ as any human body part capable of transplantation, including eyes. Organ and bone marrow donation leave may also qualify as FMLA leave and will run concurrently with FMLA leave when the absence qualifies and concurrent designation is permitted by law.

COORDINATION WITH STATE AND FEDERAL LAWS

To the extent that any provision in this Policy conflicts with or is superseded by ~~State or Federal law, the applicable controls.~~ applicable state or federal law, the applicable law will control.

The Superintendent will establish and maintain guidelines as necessary for administration of Board Policy: GBRI, Personnel Leaves and Absences.

ADOPTED: August 2, 2001
REVISED: July 24, 2025, July 23, 2026

Cherokee County Board of Education

The Cherokee County Board of Education prohibits discrimination and harassment based upon race, age, color, religion, national origin, sex, disability or any other constitutionally protected class or status). As such, it is the policy of the School District to address such complaints at the lowest level of administration in order to quickly and efficiently resolve all such matters. ~~Due to the May 6, 2020 amendment to Title IX, Board Policy JCAC will no longer address sexual harassment. For the Cherokee County Board of Education's Policy and Grievance Procedures on sexual harassment, please refer to JCAC (II), which specifically addresses sexual harassment as defined in Title IX.~~

All employees are responsible for prevention of harassment and discrimination against students/employees, including the responsibility to report any conduct which they believe to be in violation of this policy. No person will be subject to retaliation or reprisal for making a good faith complaint under this policy or for participating in an investigation.

This Policy establishes the role and responsibility of the applicable Title Coordinator(s) ("Coordinator") and the role of the Chief School Leadership and Operations Officer (CSLOO) in action steps, and the collection and analysis of reporting data in this regard.

The Superintendent will also develop administrative checklists to aid investigations.

I. DEFINITION

Harassment and discrimination may include any conduct which has the effect of unreasonably interfering with a student's participation in an educational program or activity, including conduct by school employees, students or others. Examples may include racially offensive jokes, slurs or comments; different treatment of students based upon legally protected statuses; display or communication of racially offensive photographs, writing or materials; or conditioning educational benefits on a student's participation in, or reaction to, such conduct. Discipline and/or supportive measures may be imposed for such conduct without regard to whether it rises to the level of a violation of law.

II. COMPLAINT PROCEDURES

Complaints made to the School District regarding alleged discrimination, harassment or retaliation for complaints about, or opposition to discrimination or harassment will be processed in accordance with the following procedure:

1. Any student or other person with a complaint alleging a violation as described above will promptly notify the Coordinator, as annually appointed by the Superintendent, and/or principal of the school or work site location supervisor attended by the person believed to have suffered discrimination/harassment. If a report is made to a principal or work location supervisor, the principal or work location supervisor will forward the complaint to the Coordinator. The complainant need not be the victim of the discrimination/harassment~~,~~ but may be any person aware of the conduct.

2. Upon receipt of a discrimination/harassment complaint, the Coordinator will (a) facilitate a prompt investigation of the complaint, (b) take any interim action necessary to protect students, staff or operations of the school or work location pending the result of the investigation, and (c) make any necessary reporting of the allegations. Said investigation will consist at a minimum of interviewing the complainant, ~~accused~~ alleged respondent ~~person(s)~~, and persons with direct knowledge of the alleged events. Said investigation will be concluded as soon as practicable, and generally within fifteen (15) business days (defined as days when the School District Central Office is open for business) of receipt of the complaint. Upon completion of the investigation, the Coordinator will initiate such remedial actions as are necessary to prevent any further harassment. Such steps may include: counseling, suspension, expulsion, or any other remedial action deemed appropriate to address and eliminate further discrimination/harassment. Upon completion of the investigation the Coordinator will notify appropriate parties (which may include the alleged victim(s), accused, and/or their parents or legal guardians) in writing of the substance of the investigation and remedial measures to be taken pending any appeal. The Coordinator will retain, review and analyze the investigative file of each complaint and will report the results of the review and analysis annually to the Superintendent.

3. The complainant may seek a review of the initial decision by written request received by the District Title Coordinator within five (5) business days of the date of the decision.

4. Upon timely written request, the Coordinator will forward a copy of the investigative file to the CSLOO or designee. The CSLOO or designee will have up to fifteen (15) business days to review the appeal, investigative file, and the previous decision ~~and to~~ determine~~,~~ if additional investigation is warranted, and/or if any change in the remedial action recommended. The CSLOO or designee will promptly notify appropriate parties of the appeal decision.

5. The decision of the CSLOO or his/her designee will be the final decision under this policy. Additional due process will be provided for any disciplinary measures as required by law.

The complainant retains at all times the right to contact the Office of Civil Rights or the Equal Employment Opportunity Commission with regard to any allegations that the School District has violated any law.

This Policy will be distributed to all students annually. Additionally, the Coordinator and other employees designated by the Superintendent will receive appropriate training in investigating, remediating and analyzing complaints of discrimination/harassment on an annual basis.

*Appropriate Federal agencies promulgate regulation from time-to-time to implement Federal Laws prohibiting discrimination in schools and the workplace. To the extent that this Policy is inconsistent with or conflicts with any of those regulations, the current regulation controls, and

the part or parts of this Policy inconsistent with or in conflict with those regulations will be rescinded.

ADOPTED: **August 2, 2001**
REVISED: **November 19, 2020, July 23, 2026**

Cherokee County Board of Education

BOARD POLICY **Descriptor Code: JCAC(2)**
Supplement School Board Policy JCAC
Sexual Harassment under Title IX

The Cherokee County Board of Education adheres to all federal, state and local civil rights laws prohibiting discrimination in education. As a recipient of federal financial assistance for educational activities, the School District is required by Title IX of the Education Amendments of 1972 to ensure that all of its educational programs and activities do not discriminate on the basis of sex as required by Title IX. The School District also prohibits retaliation against any person opposing discrimination or participating in any discrimination investigation or complaint process.

The School District will respond promptly and in a manner that is not deliberately indifferent when it has actual knowledge of conduct that may constitute sexual harassment under Title IX in its education program or activity.

This Policy is intended to reflect the requirements of the ~~-~~current applicable federal regulations pertaining to Title IX of the Education Amendments Act of 1972. The Grievance Procedures included in this supplemental Policy are structured according to requirements of the current applicable Title IX regulations.

While all forms of discrimination and harassment are prohibited in the School District and addressed under Board Policy JCAC, the purpose of this supplemental policy is to address, and only to address, sexual harassment as defined in Title IX that occurs within the educational programs and activities of the School District, and to provide a grievance process for investigating and reaching a final determination of responsibility for a formal complaint of sexual harassment.

Reports or complaints outside the scope of this Policy may be addressed under other applicable Board policies, the School District's Code of Conduct, or applicable law.

This Policy establishes the roles and responsibilities of the applicable Title IX Investigator(s), Title IX Coordinator, Decision-Maker, and Appeals Decision-Maker. The Superintendent of Schools will also develop administrative guidelines and checklists to aid investigations.

Nothing in this Policy limits the School District's mandatory reporting obligations, including reporting to law enforcement, child protective services, the Professional Standards Commission, or other authorities when required by law.

I. DEFINITION

Sexual harassment (Title IX Prohibited Conduct) is conduct on the basis of sex as defined by applicable Title IX regulations and controlling law, occurring in the School District's educational programs or activities against a person in the United States that satisfies one or more of the following:

1. An employee of the School District conditioning the provision of an aid, benefit, or service of the School District on an individual's participation in unwelcome sexual conduct; **OR**,

2. Unwelcome sex-based/related conduct occurring in the United States determined by a reasonable person to be so severe, pervasive, **AND** objectively offensive that it effectively denies a person equal access to the education program or activity (this standard requires consideration of all the facts and circumstances, including, but not limited to, the ages and disability statuses of the harasser and victim and the number of individuals involved and their authority); **OR**,
3. Sexual assault, dating violence, domestic violence or stalking as defined by applicable federal law.

Behaviors that constitute sexual harassment may include, but are not limited to: Sexually suggestive remarks or jokes; verbal harassment or abuse; displaying or distributing sexually suggestive pictures, in whatever form (e.g., drawings, photographs, videos, irrespective of format); sexually suggestive gesturing, including touching oneself in a sexually suggestive manner in front of others; harassing or sexually suggestive or offensive messages that are written or electronic; subtle or direct propositions for sexual favors or activities; touching of a sexual nature or groping; and teasing or name-calling related to sexual characteristics or other sex-based conduct. Note: incidents of the above conduct would still need to satisfy one or more of the criteria in paragraphs 1-3 of this definition.

II. TITLE IX GRIEVANCE ~~PROCEDURES~~ PROCESS

The Title IX Grievance Process is initiated by way of a Formal Complaint ("complaint" or "formal complaint") filed by the Complainant, the Complainant's parent/guardian or the Title IX Coordinator. The School District may offer supportive measures and may respond under other applicable policies even when no Formal Complaint is filed.

A. Formal Complaint Requirements

At a minimum, a formal complaint must:

1. Contain the name and address of the Complainant and the student's parent or guardian if the complainant is a minor student;
2. Describe the alleged sexual harassment in sufficient detail to include the known identities of persons involved, the conduct allegedly constituting sexual harassment, and the date and location of the incident;
3. Request an investigation of the matter; and,
4. Be signed by the Complainant, Complainant's parent or Title IX Coordinator, as applicable.

The complaint may be filed with the Title IX Coordinator in person, by mail, or by email. Complaint forms may be obtained from the Title IX Coordinator, the School District's Student Code of Conduct, or on the School District's websites. The Title IX Coordinator may be contacted in person, by mail, by telephone, or by email, using the contact information contained within the Student Code of Conduct or posted on the School District's website. Unless otherwise designated by the Superintendent and posted on the School District's Title IX website notice, the School District Title IX Coordinator will be the individual designated

by the Superintendent, with current contact information posted on the School District's website and included in applicable notices.

B. Initial Steps and Notice of Formal Complaint.

1. The Title IX Coordinator will provide a Notice of Formal Complaint to the Complainant and the Complainant's parent/guardian, and to the Respondent (if known) and the Respondent's parent/guardian within five calendar days of receiving a Formal Complaint, which will include the following:

    a. The School District's Title IX Grievance Process Administrative Guidelines;
    b. A notice of the right to pursue informal resolution provided both the Complainant and Respondent agree;
    c. The Rights and Responsibilities of Parties and Witnesses in Title IX Investigation;
    d. The specific allegations of sexual harassment including any additional information obtained by the Title IX Coordinator;
    e. A statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;
    f. Notice that each party may have an advisor of their choice, who may be, but is not required to be an attorney;
    g. Notice that each party is entitled to inspect and review evidence; and
    h. A reference to the School District's Code of Conduct that prohibits knowingly making false statements or knowingly submitting false information.

2. The Title IX Coordinator will then examine the allegations in the Formal Complaint, to determine whether even if assumed true, the allegations are sufficient to sustain a finding of sexual harassment under this Policy.

3. The Title IX Coordinator will contact the Complainant to discuss and offer supportive measures. The Title IX Coordinator may contact the Respondent to discuss, and offer, non-disciplinary supportive measures. Supportive measures may be offered as appropriate, as reasonably available, and without fee or charge.

4. If the Formal Complaint fails to satisfy the definition of sexual harassment in this Policy or otherwise must or may be dismissed under applicable Title IX regulations, the Complaint will be dismissed, or may be dismissed, as required or permitted by applicable Title IX regulations by the Title IX Coordinator. If a Complaint is dismissed, the decision to dismiss the Complaint may be appealed in accordance with the procedures described in Section E. Appeals of this policy to the Appeals Decision-Maker designated by the Superintendent and posted on the School District's Title IX website notice. Dismissal under this Policy does not preclude the School District from addressing the alleged conduct under another applicable Board policy, the Student Code of Conduct, employee policy, or applicable law.

5. If the Formal Complaint is not dismissed or informally resolved, the Title IX Coordinator will designate a school-based trained Title IX Investigator (Title Investigator), to conduct an investigation into the allegations. The Title Investigator will not be the Decision-Maker or Appeals Decision-Maker in the same matter.

C. Investigation.

1. The Title Investigator will:

    a. Provide an equal opportunity for the parties to present witnesses, and other inculpatory and exculpatory evidence;
    b. Provide the parties with the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice;
    c. Provide, to a party (e.g., Respondent, Complainant, parent/guardian, and/or advisor, as appropriate), written notice of the date, time, location, participants, and purpose of investigative interviews or other meetings, with sufficient time for the party to prepare to participate within the timeframes established within this Policy; and,
    d. Provide both parties an equal opportunity to inspect and review any evidence submitted and/or obtained as part of the investigation that is directly related to the allegations raised in a Formal Complaint.

2. The Title Investigator may collect relevant evidence, other information and may also interview parties and/or witnesses. In addition, a Complainant or Respondent may:

    a. Submit evidence to the Title Investigator;
    b. Submit a list of witnesses to be interviewed by the Title Investigator; and/or
    c. Request that the Title Investigator attempt to collect non-privileged information not accessible to the requesting Party.

3. The School District will not require, allow, rely upon, or otherwise use questions or evidence protected by a legally recognized privilege unless the privilege has been waived as permitted by law.

4. At the conclusion of the investigation and response timeline, the Title Investigator will prepare a written investigative report.

5. The Title Investigator will provide the investigative report to the Title IX Coordinator, to each party, and each party's advisor, if any.

6. The Title Investigator will endeavor to complete the investigation and provide the Investigative Report within one calendar month of the date the Written Notice of Formal Complaint is sent to the Parties. With the Title IX Coordinator's express permission, this timeframe may be extended in complex matters or matters with

multiple witnesses to give the Title Investigator enough time to gather relevant evidence and schedule witness interviews.

7. The Title IX Coordinator will forward the investigative report and all evidence collected by the Title Investigator to the Decision-Maker for consideration and decision.

D. Decision-Maker

1. The Decision-Maker is the individual with the responsibility of making determinations of responsibility with respect to formal complaints of sexual harassment in accordance with the Title IX Grievance Process. The Decision-Maker will have adequate training and will not be the Appeal Decision-Maker, the Title Investigator(s), or the Title IX Coordinator. Unless otherwise designated by the Superintendent and posted on the School District Title IX website notice, the School District's Title IX Decision-Maker will be the individual designated by the Superintendent and posted on the School District's Title IX website notice.

2. After the Title Investigator has concluded the collection of evidence and provided the Investigative Report, the Decision-Maker will afford each party 10 calendar days to submit written, relevant questions to the Decision-Maker for any party or witness.

3. The Decision-Maker may omit any questions as not relevant. Should the Decision-Maker exclude a question, the Decision-Maker will explain to the party proposing the questions why the question(s) was not relevant.

4. Questions and answers considered by the Decision-Maker should be included in the Decision-Maker's Written Determination of Responsibility. Questions not posed as being irrelevant along with a rationale regarding the question's relevance will also be included in the Decision-Maker's Written Determination of Responsibility.

5. The Decision-Maker will then provide the relevant questions to the party/witness, with copies to each party, and provide no less than 10 calendar days for written responses, likewise to be provided to each party.

6. The Decision-Maker will then provide five calendar days each for supplementary, limited follow-up questions and five calendar days for answers, and may provide for additional rounds of follow-up questions, as long as the provision is extended to both parties equally.

7. The School District bears the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility.

8. The standard of proof to be used for Formal Complaints in determining whether a violation has occurred and/or that the Respondent is responsible will be the

preponderance of the evidence standard, which is only met when the evidence shows that it is more likely than not that the alleged conduct occurred

9. The Decision-Maker must issue a Written Determination of Responsibility within 10 calendar days after the close of the period for responses to the last round of follow-up questions.

10. The Decision-Maker may impose disciplinary sanctions and remedies if the Written Determination of Responsibility substantiates the allegations contained in the Formal Complaint. For student respondents, any disciplinary sanctions will be coordinated with the School District's Code of Conduct and applicable student disciplinary procedures. For employee respondents, disciplinary action will be coordinated with applicable employee policies, contracts, and law.

E. Appeals

Either party may appeal the Decision-Maker's Written Determination of Responsibility or the dismissal of a Formal Complaint by notifying the Appeals Decision-Maker designated by the Superintendent in writing ("written appeal") with a copy of the appeal to the Title IX Coordinator. The written appeal must be received by the Appeals Decision-Maker within 10 calendar days of the Decision-Maker issuing the Written Determination of Responsibility or the written notice of dismissal being communicated to the parties.

The Appeals Decision-Maker has the responsibility to decide any appeal with respect to formal complaints of sexual harassment in accordance with the Title IX Grievance Process. The Appeals Decision-Maker will have adequate training, be free from conflict of interest, and will not be the Decision-Maker, the Title Investigator(s) or the Title IX Coordinator.

For the purpose of this Policy, unless otherwise designated by the Superintendent and posted on the School District's Title IX website notice, the School District's Appeals Decision-Maker will be the individual designated by the Superintendent and posted on the School District's Title IX website notice.

1. Within three school days of receipt of the written appeal, the Appeals Decision-Maker will provide a Notice of Appeal to each party and to the Title IX Coordinator, with a copy of the written appeal.

2. Each party will have five school days from the date the Notice of Appeal is delivered to the parties to submit a written statement ("appeal statement") in support of or challenging, the determination of responsibility or dismissal with copies to Title IX Coordinator and other party.

3. Appeals will be considered on the grounds required by applicable Title IX regulations, including procedural irregularity that affected the outcome, new evidence not reasonably available at the time of the determination or dismissal that could affect the

outcome, conflict of interest or bias affecting the outcome, and any other basis offered equally to the parties by the School District.

4. The Appeals Decision-Maker may refer an appealed issue back to a prior point in the grievance process for clarification and/or further investigation with written notice to the parties and the Title IX Coordinator.

5. The Appeals Decision-Maker will provide a written appeals decision within 10 calendar days after considering the record and the parties' appeal statements.

F. Timeframe of Grievance Process.

The School District will make a good faith effort to conduct a fair, impartial grievance process in a timely manner designed to provide all parties with a prompt and equitable resolution. It is expected that in most cases, the School District will seek to complete the investigation and make a determination within 80 calendar days from the filing of a Formal Complaint. In any event, the School District will not compromise a thorough and fair process in order to meet the 80-day timeframe from the filing of a Formal Complaint to the conclusion of the investigation and determination of responsibility by the Decision-Maker. If any party chooses to appeal the outcome, the timeframes below provide for an additional 30-day period to submit, respond to, and for the Appeals Decision-Maker to make a decision regarding the appeal. If any deadline under the guidelines set forth below falls on a weekend or holiday, there will be an automatic extension to the next business day. Timelines may be temporarily delayed or extended for good cause with written notice to the parties as required by applicable law.

If the Parties elect to engage in an Informal Resolution, the timeframes below will be suspended during the pendency of that process.

A person may also file a complaint with the appropriate federal, state or local agency within the time frame required by law. Depending upon the nature of the complaint, the appropriate agency may be the Federal Equal Employment Opportunity Commission (EEOC), Office for Civil Rights (OCR) of the U.S Department of Education, the Department of Justice and/or the Georgia Department of Education.

~~Office for Civil Rights, Atlanta Office~~ ~~U.S. Department of Education~~ ~~61 Forsyth Street S.W., Suite 19T10~~ ~~Atlanta, GA 30303-8927~~ ~~Telephone: (404) 974-9406~~ ~~Facsimile: (404) 974-9471~~ ~~Email: OCR.Atlanta@ed.gov~~	~~Equal Employment Opportunity Commission~~ ~~Atlanta District Office~~ ~~Sam Nunn Atlanta Federal Center~~ ~~100 Alabama Street, SW, Suite 4R30~~ ~~Atlanta, GA 30303~~ ~~United States~~

~~U.S. Department of Justice~~ ~~Civil Rights Division~~ ~~950 Pennsylvania Avenue, N.W.~~ ~~Housing and Civil Enforcement Section, NWB~~ ~~Washington, D.C. 20530~~	~~Georgia Department of Education~~ ~~205 Jesse Hill Jr. Drive SE~~ ~~Atlanta, GA 30334~~ ~~Local (404) 656-2800~~ ~~Toll-Free: (800) 311-3627 (GA)~~ ~~Fax: (404) 651-8737~~ ~~Email: askdoe@gadoe.org~~

Within any resolution process related to this Policy, the School District will provide reasonable accommodations required by and consistent with state and federal law.

This Policy will be distributed to all students annually and published as required by law. Additionally, the Title IX Investigator(s), Title IX Coordinator, Decision-Maker, and Appeals Decision-Maker and other employees designated by the Superintendent will receive appropriate training in investigating, remediating and analyzing complaints of sexual harassment as required by law.

The School District will maintain records related to reports, supportive measures, investigations, determinations, appeals, informal resolutions, remedies, sanctions, and training materials for at least seven years or as otherwise required by applicable law.

To the extent this Policy conflicts with applicable federal or state law, applicable law will control. This Policy will be administered consistent with applicable law and does not create procedural rights beyond those required by applicable law.

APPROVED: November 19, 2020
REVISED: July 23, 2026

Cherokee County Board of Education

I. DUE PROCESS HEARINGS

~~A hearing by a disciplinary panel will determine what, if any, disciplinary action will be taken in instances when schools have recommended long term suspension or expulsion. Any student suspended for more than 10 days will be afforded the opportunity~~ of ~~a hearing.~~

A hearing by a disciplinary panel or tribunal will determine what, if any, disciplinary action will be taken when a suspension or expulsion of longer than ten school days is recommended, or when a hearing is otherwise required by O.C.G.A. § 20-2-753 or applicable law.

~~Any student recommended for suspension for more than 10 school days or expulsion will be afforded the opportunity for a hearing and due process consistent with applicable federal and state law.~~
Hearings, notices, and extensions will comply with O.C.G.A § 20-2-754 and other applicable law.

~~Any student subject to a disciplinary hearing who withdraws from the school system prior to the hearing ust appear before a Disciplinary Tribunal to determine the student's eligibility to return to the school system in the event the student seeks to return. Alternatively, the school district may, in its discretion, proceed with the tribunal hearing despite the student's withdrawal from school.~~

A student's withdrawal from the School District after an alleged disciplinary violation will not divest the School District of authority where the School District had jurisdiction at the time of the alleged violation. The School District may proceed with the tribunal hearing despite the withdrawal or address the pending matter through appropriate procedures if the student seeks to enroll or re-enroll, to the extent permitted by law.

Disciplinary matters involving students with disabilities will be administered consistent with applicable law.

II. SELECTION OF DUE PROCESS HEARING PANEL MEMBERS

The Superintendent of Schools will recommend to the School Board for approval active and/or retired personnel to serve as a hearing panel or ~~T~~tribunal to conduct due process hearings in accordance with ~~S~~state and ~~F~~federal law and impose ~~punishment~~ disciplinary consequences, if necessary, including suspension or expulsion for violations of the School District's Code of Conduct.

III. COMPOSITION AND CHARGE OF THE DUE PROCESS HEARING PANEL

At least three members will be selected to serve on ~~a~~ the tribunal panel to hear the facts surrounding disciplinary cases and to provide due process ~~with~~ through an evidentiary hearing. The tribunal panel's decision will be in writing, ~~and~~ based solely on the evidence received at the hearing, and provided to the parties within the time required by law. A verbatim electronic or written record of the hearing will be made and made available to the parties as required by

law. The Superintendent will arrange and provide annual training to the members of the tribunal panel as required by law.

IV. RIGHTS OF STUDENTS

In due process hearings, students have the right to present and respond to evidence and to be represented at their own cost by legal counsel, or be assisted by the parent(s) or legal guardian as required by law.

Additionally, students have the right to testify on their own behalf or to remain silent. If they remain silent, the panel will draw no adverse inference of a violation of school rules based on the student remaining silent. ~~imply no inference of violation of school rules~~.

Students have the right to present witnesses and to examine and cross-examine witnesses as required by law.

Students and/or their parents/guardians may obtain copies of ~~any~~ documents ~~introduced at the hearing.~~ relating to the disciplinary proceeding as required by applicable student-record laws and School District procedures.

V. RIGHTS OF APPEAL

Decisions made by the panel may be appealed to the School Board. The request for appeal must be in writing to the Superintendent within 20 days of the date the tribunal renders its ~~of the~~ decision. ~~Any Tribunal decision may be upheld, modified or suspended at the Superintendent's discretion pending the outcome of the appeal~~. The School Board will review the record and issue a written decision as required by law. Any decision of the School Board may be appealed to the State Board of Education in accordance with O.C.G.A. § 20-2-1160 and applicable State Board rules.

The Superintendent will develop and recommend annually to the School Board a "Student/Parent Handbook" and "Student Code of Conduct" that will contain, among other things deemed necessary by the Superintendent, due process hearing procedures.

In the event of a conflict between this Policy and applicable law, ~~current~~ applicable law will prevail. This Policy will be administered consistent with applicable federal and state law and does not create procedural rights beyond those required by applicable law.

ADOPTED: August 2, 2001
REVISED: July 16, 2020, July 23, 2026

Cherokee County Board of Education

BOARD POLICY **Descriptor: KN**

Concerns, Complaints and Grievances

The Cherokee County Board of Education ~~welcomes constructive criticism from its community and other stakeholders when it is motivated by a sincere desire to improve the quality of the educational program or to equip the schools to do their tasks more effectively.~~ believes that individuals should be provided with appropriate and expedient means to address and resolve concerns that may arise in a professional and consistent way. On occasion, a parent may have a concern, complaint, suggestion or request related to a school matter. Many questions are easily and completely answered by communicating directly with the educator in charge of the class or program.

~~The School District believes that~~ Concerns, complaints and grievances are best handled and resolved as close to their origin as possible. Therefore, the school district will establish clear protocols for reviewing and addressing concerns, complaints, and grievances as they arise. The protocol for specific matters, Communication Protocol: Issue and Point of Contacts, is attached to the policy as a document link.

~~Therefore, the proper channeling of complaints other than those involving instruction, discipline, or learning materials will be as follows:~~

~~Teacher~~

~~Principal~~

~~Office of School Operations~~

~~Superintendent~~

Any complaint ~~about~~ related to school personnel will ~~always~~ be ~~referred back~~ referred through proper administrative channels. For any matter in which further review is required, after exhausting all levels of review set forth in the Communication Protocol, the individual may elect

to file a Formal KN Complaint through the guidelines established by the Superintendent of Schools.

Constituents who contact Board Members with a concern, complaint, or grievance will be referred to the Superintendent.

~~When a complaint is made directly to an individual School Board member, the School Board member will request the person making the complaint to reduce the complaint to writing and transmit or deliver the written complaint to the Superintendent.~~

ADOPTED: August 2, 2001

REVISED: August 17, 2023, July 23, 2026

Cherokee County Board of Education