



Member Policy Manual



History and Location

In 1940 Little Creek Sanitarium, Hospital and School was begun in a rural location near Knoxville, Tennessee. This institution thrived in that location for over fifty years. As time went on, however, the city of Knoxville crept closer and closer to Little Creek and by 1993 surrounded it on all sides. The Little Creek Board and constituency voted in early 1993 to move the institution to a more rural location in compliance with the instruction given us through the inspired writings of Ellen G. White.

In March of 1994, The Layman Foundation purchased approximately 1100 acres on Clarkrange Highway near Monterey, Tennessee (see map on inside back cover). Little Creek Academy was organized into a new corporation and given a new name, Heritage Academy. The Little Creek Sanitarium, Corporation has remained intact and continues to operate today.

It is the wish of the administration and staff to continue the fine tradition of Christian education begun at Little Creek.

Mission Statement

The purpose of Heritage Academy is to encourage young people to learn, experience, live and share Christ.

Philosophy

Man was the crowning act of the creation of God, made in the image of God, and designed to be a counterpart of God. God gave man individuality, the power to think and to do. He could have avoided the whole episode with sin by simply withholding this power, but it is a necessary component in his make-up so that man can properly reflect the image of His maker. Therefore, at infinite cost to himself, God made man in His own image and he, himself chose to be the Lamb slain from the foundation of the world so that man might have the power to think, to choose, and to act.

The Christian teacher must respect this power and not set himself up as one who lords over the students, but as one who appeals to the intellect, to the will and to the creativity of the students. The prime directive of Christian education is to restore what was lost in Eden. Knowledge of sin has brought a transformation of character that has well-nigh effaced the precious image. A new transformation must be worked in each heart through the power of the Holy Spirit to develop within each student the mind of Christ. Apart from the new-birth experience all efforts for improvement are in vain.

The Lord established a model school in the Garden of Eden. In this environment the holy pair learned of God as they tended the garden. Every living thing gave glory to God in its own way, and they studied to find the hidden secrets of each created thing. Jesus also learned from the things of nature, and the hearts of our students will drawn to God if they learn by discovery in such an environment as well. Adam and Eve were instructed by God and angels, and our



students will grow in love if they are instructed by teachers that love them as well. The life of a Christian teacher is a powerful witness for God. As students behold Jesus uplifted in the life of one who loves them so, they are drawn to give their hearts to him. As he transforms their lives, they minister to the needs of each other as well, and the peace of God reigns in their lives.

As Christ grew in wisdom and stature, and in favor with God and man, so students are to develop mentally, physically, spiritually, and socially, through a curriculum that addresses each of these domains in an integrated overlapping fashion.

The Christian teacher teaches as Jesus taught using object lessons from nature, from the subjects under study, the experiences of life as well as the Word of God to weave within ordinary things the golden thread of salvation. In this way lessons of eternal value are brought to remembrance by the things of life. Thus, every subject is seen in a relation to the central truth of the love of God as seen through the gift of Jesus and the cross. Students are to see this in music, in art, in vocational training. Jesus is to be all in all.

The school of Christ does not live a cloistered life but lives the life of Christ: between the mountain and the multitude. Students in such a school not only study the Word themselves, but they share it with others through Bible study, evangelism, and colporteur work. As did Christ, they meet the needs of others through practical helps and emergency relief. They take an interest in the health and well-being of those around them, and thus grow in grace.

Statement of Purpose

Our purpose is to inculcate within our students the knowledge of present truth, which includes not only the Millerite teachings, and the early Adventist teachings, but also the message of righteousness by faith as given in the 1888 message and its application to the sanctuary message. To rightly train young people to be an army to carry the message of a crucified, risen, and soon coming savior, we must not only teach these truths but also equip our students with the skills to share them. In addition to our academic studies, we teach the colporteur ministry, disaster response, mission aviation, video ministry, and public speaking. Through our vocational education program, we work to form Christian character in the vocational environment and foster specific skills that are vital to performance in the work setting. All these elements are needed to answer the call to raise up an army of youth to carry the messages of the three angels of Revelation 14.

Corporate Structure

Heritage Academy is a non-profit corporation chartered under the laws of the State of Tennessee. It does not have stockholders or owners and will never have any in the future. The members of the corporation are known as the Constituency. The constituency includes leaders of the Seventh-day Adventist Church, officers of The Layman Foundation, a representative from Outpost Centers International and other persons who have been accepted according to the bylaws of the corporation.



The constituency meets for an annual meeting once a year to elect trustees and conduct such business as is necessary, including the hearing of reports from the officers of the corporation and recommendations to the board of trustees.

The Board of Trustees is responsible for the business, property and affairs of the corporation. It is composed of leaders of the Seventh-day Adventist Church, officers of The Layman Foundation, a representative of Outpost Centers International and up to twenty-one other members elected from the Constituency as provided in the bylaws. The Board must meet annually, right after the Constituency meeting, and may have at least two other regular meetings a year, plus special meetings as needed. Every three years - on a rotating basis - the Board elects the officers of the corporation. These include the Chair of the Board and Constituency, President, Vice-president, Treasurer, and Secretary. The school principal is appointed by the Board.

The day-to-day operation of the corporation is under the direction of the Administrative Committee that includes the officers of the institution. Any Board of Trustee members may attend meetings of the Administrative Committee. The Administrative Committee has the power to operate the institution and its various departments under the rules, regulations and powers as provided by the Board of Trustees. The Administrative Committee meets regularly as specified throughout the year and serves as the day-to-day Board.

The Heritage Academy Corporation leases the property from The Layman Foundation. The lease contains some restrictions. The lessee is required:

1. To take good care of the premises and cut only the trees for which they have written permission from The Layman Foundation, except dead trees and down lumber which may be used for fuel or buildings on the property.
2. To reasonably preserve and maintain the properties.

Recognizing that all mankind are children of God, Heritage Academy admits students of any race, color, gender, national and ethnic origin to all the rights, privileges, programs and activities generally accorded or made available to students at Heritage. We do not discriminate on the basis of race, color, ~~gender~~, national and ethnic origin in administration of our educational policies, admission policies, scholarship and other school-administered programs.

Nondiscrimination Policy

Heritage Academy, officially and in practice, abides by the following policies relating to constituent members:

1. Equal membership opportunity shall be afforded with no discrimination in recruitment, acceptance for membership, any other term and condition of membership, or the separation of membership against any member or applicant because of his or her race,



color, age, national origin or disability/handicap, except where minimum age or sex are bona fide occupational qualifications.

2. Preferential acceptance of members is practiced only on the basis of freely chosen adherence to Seventh-day Adventist tenets as is essential to the operation of Heritage Academy as a lay Seventh-day Adventist institution.
3. Decisions for the promotion of members will be based upon the qualifications of individuals as related to the requirements of the position for which they are being considered.

Application Procedure

When seeking a position of membership with Heritage Academy, the following procedure should be followed:

1. The Member Application is available online at www.heritageatn.org.
2. Upon receipt of a completed application, the Administrative Committee, will review and consider the applicant. At this time, it may be necessary for a face-to-face interview. The applicant will be notified in advance regarding the scheduling for this meeting.
3. Written notification will be given as to the committee's decision.

Membership Agreement

1. The staff at Heritage Academy are not employees of the corporation but join the corporation by application for membership and volunteer their time.

2. **Conditions of Membership**

Members are expected to:

- A. hold membership in the Heritage Academy Seventh-day Adventist Church, and to practice wholeheartedly and consistently the ideals of the Seventh-day Adventist Church and to support those beliefs in his/her personal conduct and lifestyle. Dialogue regarding holding membership in another Seventh-day Adventist congregation should be directed to the Administrative Committee.

- B. participate in the practice of tithing. Tithe should be paid to the organized Seventh-day Adventist Church.

Heritage Academy, Inc. does not knowingly accept tithe monies.

- C. participate in church and community activities.

- D. report for duty as stipulated by the school administration.



- E. carry out job assignments customarily associated with the staff member's job and as delineated in the staff member's job description, and follow a supervisor's directives, and recommendations, direct or implied.
- F. have a high sense of loyalty to the aims and ideals of Christian education, particularly the philosophy of education given by the Lord through Ellen G. White.
- G. uphold the same standard of dress and deportment as required by the students. (See *Heritage Academy Student Bulletin*)
- H. recognize that the institution is not responsible for any personal property or equipment placed in service by the member. Any damages, wear, etc. are the member's responsibility.
- I. recognize that all members are expected to share weekend duties and additional weekly duties outside of their regular responsibilities.
- J. maintain an understanding of this policy manual and take responsibility for the applicable policies.

Duties and Responsibilities

The Christian Educator (Staff Member) is responsible to:

1. meet promptly all appointments associated with his/her responsibilities.
2. cultivate friendly relationships with faculty, staff, and students.
3. allow all faculty, staff and students the freedom to express their views and give the assurance of careful and objective consideration of opinions expressed by them.
4. guard in professional confidence the ideas, needs, weaknesses, and failures of faculty, staff, and students.
5. refrain from discussing personal problems with students.

Vehicle Insurance Coverage

Members transporting students in their personal vehicles must have liability insurance coverage as follows:

1. A minimum of \$1,000,000 per person/\$1,000,000 per occurrence limits of liability. Current evidence of insurance shall be kept on file in the Administrative offices.



2. A list of approved drivers will be maintained in the President's office. Only members on this list will be permitted to transport students.
3. Staff students may drive themselves to and from school; however, no student may drive personal vehicles on campus unless accompanied by a parent. There is absolutely no transporting of students by a student at any time.

Firearms

Heritage Academy staff shall not have guns, firearms or ammunition in their homes or on campus at any time.

Television

At all times, students, while in staff homes, should not watch television or play video games without permission from the administration. Watching television or movies is reserved for only certain events and should be cleared through the Deans' and Principal's Committee.

Dietary Policy

Heritage Academy has chosen to maintain a predominantly non-dairy cafeteria. However, honoring the fact that staff and students are at their own level of conviction, the following procedures will be followed in applying this policy campus-wide.

1. When student activities (i.e. class parties, home suppers, etc.) are held in staff homes, both vegan and dairy products can be served with the expectation that vegan options will be available for those who are vegan.
2. When staff members have students to their homes by personal invitation, both vegan and dairy products can be served with the expectation that vegan options will be available for those who are vegan.
3. In the dormitories or while on school activities, students may with supervisory permission, purchase products that align with their convictions excluding meat and caffeine.

Pets and Livestock Policy

Staff shall be entitled to keep no more than a total of three animals, e.g., domestic dogs, cats, or birds; however, at such time as the staff shall actually keep any such animal on the premises, they shall pay Heritage Academy a pet fee of Three Hundred Dollars (\$300), which shall be non-refundable and shall be used upon the expiration of occupancy for the purposes of cleaning and sanitization of the home.

Heritage Academy allows members to have a maximum of two dogs. The owners are responsible for all damages incurred by their pets, including fumigating for fleas and odor. Staff members are



responsible for the conduct of their pets at all times. All pets **must** be confined via a fenced yard, leash, or within a house, at all times. If this becomes a problem, the Administration may revoke permission to keep the pet.

Heritage Academy does not allow livestock without express permission from the Administrative Committee. This committee can make decisions based upon current livestock and how the presence of livestock might affect the management of the institution.

Benefits and Allowance

1. Housing.

Housing is provided at no charge when all eligible household members are working full time for the institution. Households with one spouse working on campus and one spouse working off campus will be asked to pay half rent and utilities (\$600/month). Households with one spouse working and one retired, disabled or a mother of young children may be provided housing at no charge. Members may choose to keep retired parents or care for dependent parents in their home at a cost of \$200 per person per month. This cost is deducted from the member's stipend on a monthly basis. The institution assumes no responsibility financial or otherwise for such an arrangement.

Housing is assigned by the Administrative Committee according to institutional availability and need. Appliances are not furnished. Staff will, at his or her sole expense, keep the home and appurtenances in good and sanitary condition and repair during the term of their occupancy. Staff are expected to report any maintenance needs to the administration.

Staff shall make no alterations to the buildings or improvements on the premises or construct any building or make any other improvements on the premises without the prior written consent of the Administration. This includes but is not limited to painting. If a staff member wishes to paint (at their own expense) colors must be approved by the Administration prior to painting. Any and all alterations, changes, and/or improvements built, constructed or placed on the premises by staff shall, unless otherwise provided by written agreement, be and become the property of Heritage Academy and remain on the campus at the expiration of the staff member's term of service.

Staff shall not keep on the premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the premises or that might be considered hazardous by any responsible insurance company.

Staff are not to park vehicles on the lawn. Staff shall not obstruct the driveways, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only.

All windows, glass, window coverings, doors, locks, and hardware are to be kept in good, clean order and repair. Staff are not to obstruct or cover the windows or doors, nor are they to leave windows or exterior doors in an open position during any inclement



weather. Furthermore, staff are not to cause or permit any locks to be placed upon any door or window without the prior written consent of the administration. A copy of the key to the home is required to be kept at the administrative office.

Staff are to replace heating/air conditioning filters monthly at their own expense. Staff must keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and report any maintenance needs to the administration.

Staff families and guests shall at all times maintain order in the premises and shall not make or permit any loud or improper noises, or otherwise create disturbances.

Trash, garbage, rubbish, or refuse are to be taken to the county waste site. Staff shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building.

Heritage Academy's maintenance personnel shall have the right at all reasonable times during the term of occupation to enter the premises for the purpose of inspecting the premises and all buildings and improvements thereon, and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by the Administrative Committee for the preservation of the premises or the building.

Heritage Academy shall not be liable for any injury to the staff, staff family, guests, invitees, or to any person entering the premises. Heritage Academy recommends that staff obtain a content insurance policy.

Staff who will not be returning for the subsequent school year must vacate the housing by no later than the end of June, unless other arrangements are made. The institution will charge rent in the event that the residence is not vacated by the end of June.

Upon the expiration of the staff occupancy, the premises shall be surrendered in as good a state and condition as they were at the commencement of occupancy, reasonable use and wear and tear thereof and damages by the elements excepted. An evaluation will be made of the condition of that home and the last month's stipend will be held until it can be determined that no repairs are necessary at the member's expense.

Upon termination of occupancy for any reason, staff shall remain fully liable to Heritage Academy for (i) any financial obligation imposed by this housing agreement; (ii) Heritage Academy's cost of repairs to the premises that are beyond normal wear and tear.

2. Utilities

Water, heat and electricity are provided. Homes with wood furnaces are to be burning wood for heat.

3. Dependent Benefit

Each member giving full time service to the institution will receive the following



benefits for up to two dependents: (A dependent can be counted only once)

- A. Dependent allowance - A dependent allowance of \$75.00 per month is given for each eligible dependent up to two per full-time member, one per part-time member.
- B. Food benefit (see # 4 below)
- C. Elementary or Secondary Education (see #5 below) (Dependents will be defined by IRS standards)

4. Food Benefit

Staff members and their family may eat all meals in the cafeteria. This policy is for the purpose of encouraging fellowship with the students throughout the week whether a member is on or off duty.

5. Education Benefit

Elementary and secondary education is provided for eligible dependents. (Incidental expenses, i.e. field trips, hot lunch, and graduation expenses are the responsibility of the parents). Elementary age children attend the local SDA elementary in Crossville. Home schooling is an option, however, reimbursement for home-schooling costs must be approved, prior to incurring the expense, by the Administrative Committee and is detailed as kindergarten up to \$400 per year and grades 1-8 up to \$650 per year.

Secondary education is provided at Heritage Academy. Academy age staff students are expected to participate in the vocational training program during the school year and six weeks of the summer in order to receive educational benefits. Staff students may work off campus for the summer but will then be responsible for their entrance fee, textbooks in addition to other cash charges such as graduation expenses, field trips, etc. If staff students choose not to work at all, they are responsible to pay for entrance fee, textbooks and all extracurricular activities such as Bible Conference, Music Festival, Bell Festival, mission trips, class trips and music uniforms.

Student relatives of staff who stay in staff homes will not be charged the \$1500 dorm charge for the year; However, the staff may will be assessed the additional charge for an added resident (see # 1 in housing). Student relatives of staff may stay in staff homes only after approval by the Acceptance Committee. A relative is defined as a niece, nephew or grandchild.

Academy staff students are expected to follow the same schedule and guidelines as a dorm student.

6. Day Care

Working members are provided childcare on an individual basis as necessary.

7. Stipend

- A. Philosophy of Remuneration. Staff members at Heritage Academy are considered volunteers and will receive a monthly stipend, as funds are available.



Our practice is to operate within our income. All staff members have a part to play in making the operation of the institution successful. Heritage Academy believes in equal pay for all levels of employment: e.g. administration, teachers, and staff.

- B. Stipend. A full-time member receives \$675.00. A half-time member receives \$337.50/month.

No remuneration is given for non-working staff members.

Moonlighting is allowed provided the staff member uses his/her discretionary time. The administration has the express right to terminate a staff member's moonlighting if it is deemed to interfere with the staff member's primary responsibilities at Heritage Academy. If it is found that a staff member is moonlighting during the time dedicated for the staff member's primary responsibilities it will be considered grounds for termination.

- C. Tax forms. Federal law requires withholding taxes on stipends of members. Therefore, each member will complete a W-4 form declaring exemptions and supplying a correct Social Security Number. Members are required to file a new W-4 at any time the number of exemptions changes.

All members must provide information regarding immigration status due to the fact that a non-US citizen must have the proper papers to volunteer at Heritage Academy. Therefore an I-9, Employment Eligibility Verification, must be completed and filed in the office before the member is considered at Heritage Academy.

8. Worker's Compensation

Members at Heritage Academy are covered by Worker's Compensation Insurance. The Tennessee law requires that all injuries or occupational diseases be reported immediately. The required forms for reporting to the state are available from the business office. The member is responsible for reporting promptly to the school. The medical designee will report to the state. Worker's Compensation covers medical costs for work-related accident or injury, and in some cases, provides salary benefits while the worker is disabled.

9. Transportation Expenses

All authorized travel and local trips for work-related business will be reimbursed to members at \$0.15 per mile for personal vehicles.

Authorized lodging expense and per diem will be reimbursed at cost after submission of receipts. The Business Office reserves the right to disallow costs that it considers to be unreasonable and excessive.



10. Moving Allowance

At the discretion of the Administrative Committee, Heritage Academy will pay moving costs incurred while moving to Heritage. The reimbursement shall not exceed \$1000, with half paid up front and the remainder will be reimbursed monthly over a 36-month period on a pro-rated basis. Should the member move prior to the end of the 36-month period, the balance would be forfeited.

11. Cash Advances

Cash advances are not advised; however extenuating circumstances may precipitate a request. Therefore, cash advances to members should not exceed 75% of the net amount of a month's stipend. Larger cash advances are not to be made to members without special action of the Executive Administrative Committee.

12. Professional Development Allowance

- A. Administrative Committee approval is required prior to registration for all professional development classes taken by the staff member.
- B. Approved summer classes and workshops taken at Southern Adventist University may be provided tuition-free to Heritage Academy teachers. Teachers desiring to attend summer classes at Southern must first gain the approval of the Conference Education Department. The cost for housing and meals, while at Southern Adventist University, are at the responsibility of the staff member.
- C. Online professional development classes are available through Southern Adventist University at \$150 per credit hour and are not necessarily reimbursed by Heritage Academy. Reimbursement is by request to the Administrative Committee and is based upon the needs of the institution and the availability of funds.

Vacations and Leaves

1. Prior Service

Heritage Academy accepts denominational experience either from Conference or self-supporting institutions as approved by the Administrative Committee.

2. Vacation Accumulation

Both full-time and part-time members accumulate vacation time. A full-time member participates a **minimum** of 40 hours a week, and a part-time member participates a **minimum** of 20 hours a week. PTO accumulation is noted on the member's time card as PTO in the form of hours, not days, and is accrued as 8 hours for full time, 6 hours for three-quarter time, 4 hours for half-time and 2 hours for one-quarter time for each day noted in the chart below.



Vacation time for full-time staff members is calculated as follows:

Years of Service	Personal Time Off (PTO)
One to Three year period	5 days (in summer)
Four to Seven year period	10 days (in summer)
Eight to Fifteen year period	15 days (in summer)
Sixteen years or more	20 days (in summer)

An additional 35 days off are provided during the student breaks and do not count against the staff member's personal time off.

3. **Provisions for Special Leaves**

Provision is made for certain leaves for full and part-time members. These include the following:

A. **Bereavement (Compassionate Leave)**

1. The member will receive three days leave upon the death of an immediate family member, including in-laws, grandparents, and grandchildren.
2. The member is eligible for five days (one work week) if he/she is responsible for settling the business affairs of the deceased.
3. Additional time may be granted for hardship cases by the Administrative Committee.

Travel costs incurred as a consequence of bereavement leaves are borne by the member.

B. **Maternity Leave**

After one year of service, a member is qualified to receive a six-week maternity leave, receiving all of their benefits. Following the first six-weeks, a member may take an additional six-week leave but will receive no remuneration.

Paternity Leave

During the first two weeks following delivery, paid leave time for a member's spouse may be requested and schedules coordinated by their division head.

C. **Jury Duty**

Members selected to serve on jury duty may accept this responsibility as required of a contributing citizen. However, if selection as a member of a



particular jury requires a prolonged absence from the school, the member should request to be excused.

Purchasing Policy

1. All purchases must be approved through the division heads.
2. Division heads may approve all expenditures within their division up to \$200.00. The Administrative Committee must approve purchases over \$200.00.
3. All purchases in excess of budgeted funds must have the approval of the President of the institution.
4. Equipment purchases and expenses in excess of \$25,000 must be referred to the Board of Trustees.

The purchasing process is as follows:

1. Fill out a requisition for items needed. Be sure all information is on the requisition, including the account to be charged.
2. Have requisition signed by the division head.
3. Give requisition to the business office.
4. The business office will make the necessary arrangements for the purchase.

If a member chooses to make a purchase on his/her own, the following procedure should be followed:

1. Fill out a requisition for items needed. Be sure all information is on the requisition, including the account to be charged.
2. Have requisition signed by the division head.
3. After purchase is made, the requisition and sales receipt must be given to the Business Office. No cash reimbursement will be given without both the requisition and sales receipt. For a credit sale, if the requisition and sales receipt are not turned in at the Business Office, the charge will be deducted from the member's stipend.

When personal funds are used to purchase items for the school, the funds and expenditures should run through the school account records.



Institutional Power Equipment

An authorized member of the school staff must operate all institutional power equipment that is used off the Heritage Academy campus.

Harassment Policy

1. **Personal Conduct:** Members of Heritage Academy should avoid all appearance of wrongdoing. They should not engage in behavior that is harmful to themselves or others or that casts a shadow on their dedication to the Christian way of life.
2. **Mutual Respect:** Members should respect and uplift one another. They must never place another member or student in a position of embarrassment, disrespect, or harassment because of their sex, race, ethnicity or disability/handicap.
3. **Definitions:**
 - A. Sexual harassment includes, but is not limited to, the following:
 - 1) Unwelcome sexual advances, requests for sexual favors and other verbal, visual or physical conduct of a sexual nature which affects an individual's member status or the terms, conditions or benefits of his or her membership. Such conduct constitutes sexual harassment when:
 - a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's membership;
 - b. Submission to or rejection of such conduct by an individual is used as the basis for membership decisions affecting an individual;
 - c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment;
 - d. Where threats or suggestions are made that an individual's membership, future promotions, stipend, etc, depend on whether or not he or she submits to sexual demands or tolerates harassment.
 - 2) Unwelcome sexually oriented statements (i.e. kidding, teasing, jokes, degrading or offensive sexual comments, sexual tricks, etc.)
 - 3) Unnecessary or inappropriate touching of a sexual or abusive nature (i.e. patting, pinching, hugging, repeated brushing against another person's body, etc.).



- B. Harassment on account of age, race, ethnicity or disability/handicap includes, but is not limited to, the following:
- 1) Subjecting members to derogatory remarks, insults, slurs, jokes or tricks based on age, race, ethnicity or disability/handicap.
 - 2) Denying members opportunities to participate in training or education on account of their age, race, ethnicity or disability/handicap.
 - 3) Limiting opportunities for promotion, transfer or advancement on account of age, race, ethnicity or disability/handicap.
 - 4) Requiring members to perform physically more difficult tasks or less desirable work assignments in order to force them to retire or resign from employment.
4. **Reporting Incidents:** Members who believe that they have been harassed on account of sex, age, race, ethnicity or disability/handicap by supervisors, fellow members or non-members should immediately take the following steps:
- A. Make it clear that such conduct is offensive and should be stopped immediately.
 - B. Report the incident to their direct supervisor or to the President. The initial report shall be followed by a written statement describing the incident and identifying potential witnesses.
 - C. The member should not discuss the incident but maintain the harassment complaint in confidence. The person to whom the complaint is made shall keep information received in confidence, except as necessary to investigate or rectify the matter.
5. **Third-Party Reports:** Members who are aware of incidents of potential workplace harassment toward others on account of their sex, age, race, ethnicity or disability/handicap are urged to report such incidents to their direct supervisor or the President for investigation.
6. **Investigation:** Complaints of harassment on the basis of sex, age, race, ethnicity or disability/handicap shall be investigated promptly. The investigation must be a genuine attempt to identify and remedy the problem. The Administration (or designee) will direct the investigation of all harassment complaints. The investigation will include, at a minimum, confidential interviews with all involved persons and obtaining, if possible, written statements regarding the incident(s). The investigation and results will be documented in writing.



The determination of whether or not a particular action constitutes harassment shall be made from the facts on a case-by-case basis. In determining whether alleged conduct constitutes harassment on account of sex, age, race, ethnicity or disability/handicap, Heritage Academy shall look at the record as a whole and the totality of the circumstances, including the nature of the conduct and the context in which it occurred. The designated Administrator will review the results of the investigation with both parties and explain any corrective action to be taken. Both employees will be cautioned to maintain the investigation and results in confidence.

7. **Corrective Action:**

- A. If the investigation indicates that harassment on account of sex, age, race, ethnicity or disability/handicap has not occurred, the complainant and accused employee will be notified of the results and cautioned' regarding future compliance with Heritage Academy's harassment policy.
- B. If the investigation indicates that harassment has occurred, Heritage Academy shall take prompt corrective action. Depending on the severity of the conduct, the corrective action may range from a written warning that will be placed in the member's personnel file to immediate dismissal.

- 8. **Retaliation:** Heritage Academy prohibits supervisors and co-workers from retaliating, intimidating or harassing members complaining of harassment on account of sex, age, race, ethnicity or disability/handicap.
- 9. Upon member acceptance, a signed copy of the sexual harassment policy will be expected and maintained in the member's personnel file found in the Administrative offices.

Grievance Procedures

1. **Purpose**

The purpose of this grievance policy is to promote unity and harmony while reconciling differences that may arise. It outlines a process by which problems may be resolved and a sound member/institution relationship strengthened.

Christians should make every effort to avoid tendencies that would divide them and bring dishonor to their cause. Reconciliation of differences should be possible without recourse to civil litigation, much of which is carried on in a spirit of contention that results from and reveals human selfishness.

The emphasis of this policy is placed on candid and open communication between those involved. The process emphasizes the solution of problems at the level closest to their



origin and is based on the premise that each party is interested in fair and just solutions to grievances.

Inasmuch as these are collegial proceedings, the reconciliation procedure shall be conducted by the member or the academy without an appearance or participation of legal counsel.

2. Procedures

If grievances cannot be solved between the parties involved, the following steps should be taken:

Step One

A member with a grievance shall first present it to his immediate administrator in an informal conference within fifteen (15) working days of the incident. In cases involving discontinuance of membership, the grievance should also be presented to the administrator within 15 days.

Step Two

If the member is not satisfied with the results of the informal conference, the member may present the grievance in writing to the administrator within fifteen (15) working days following the informal conference referred to in step one.

The administrator may reply in writing to this formal complaint within fifteen (15) working days from the postmark of the letter, indicating a decision based on the information regarding the grievance.

Step Three

If the decision contained in the written response from the administrator in Step Two is not satisfactory, the member may appeal the decision by requesting, in writing within five (5) working days following receipt of the decision, that the matter be referred to the officer's committee. A timely request of appeal is to be honored and is to be considered at the next officer's committee meeting not to exceed thirty (30) days following the request of appeal. The decision voted by the committee is to be communicated in writing to the member within five (5) working days following the officer's meeting.

Step Four

If the decision contained in the written response from the Officer's committee is not satisfactory to the member, he/she may appeal the decision in writing to the Board of Trustees within five (5) working days of receipt of the Officer's Committee's decision. A timely request for appeal is to be honored and is to be considered at the next regular or special meeting of the Board of Trustees following receipt of appeal. The decision voted by the Board of Trustees is to be communicated in writing to the member within five (5) working days following the Board meeting.



3. **General Provisions**

- A. The member shall be given the opportunity to be present at each of the meetings at which an appeal is being considered. The decision regarding the grievance may be made in executive session.
- B. Notifications specified in steps one through four above will be either hand delivered to the member or sent by certified mail, return receipt requested.
- C. Extension of time limits may be made by mutual consent. Such agreements should be put in writing, signed by both parties, and a copy filed at the next higher level. However, if the administrator fails to respond within the prescribed time limits (where there has been no mutual extension) the grievance will automatically be processed to the next step. If the member fails to appeal within the prescribed time limits, when there has been no mutual extension, the grievance will be dropped.
- D. By mutual written agreement between the administrator and the member, one or more steps may be omitted in processing a grievance.
- E. A grievance may be withdrawn by the member at any time by so designating to the administrator in writing.
- F. No retaliation shall be taken against any participants in the reconciliation procedure by reason of such participation.
- G. Access shall be made available to records and files of all privileged information necessary to the determination and processing of any grievance.
- H. Agreement, consents or understandings must be in writing bearing the signature of the member and appropriate administrator, a copy of which will be maintained in the member's personnel file.

Conflict of Interest

Members of Heritage Academy are expected to accept the conflict of interest policy as adopted by the Board of Trustees. Situations which are considered to be in violation of this policy are as follows:

- 1. Engaging in outside business or employment that permits encroachment on the organization's call for the full services of its members even though there may not be any other conflict.
- 2. Engaging in business with or employment by an employer that is in any way competitive or in conflict with any transaction, activity or objective of the organization.
- 3. Engaging in any business with or employment by an employer that is a supplier of goods or services to the organization.



4. Making use of the fact of membership by the organization to further outside business or employment or associating the organization or its prestige with an outside business or employment.
5. The ownership or leasing of any property with knowledge that the organization has an active or potential interest therein.
6. Lending money to or borrowing money from any third person who is a supplier of goods or services or a trustee or is in any fiduciary relationship with the organization or is otherwise regularly involved in business transactions with the organization.
7. The acceptance of any gratuity, favor, benefit or gift of greater than nominal value beyond the common courtesies usually associated with the accepted business practice, or of any commission or payment of any sort of connection with work of the organization other than the compensation agreed upon between organization and the member.
8. Making use of any confidential information acquired through membership by the organization for personal profit or advantage, directly or indirectly.
9. It is further understood that no staff member shall have any outside business or employment without administrative approval.

Revisions

Heritage Academy retains authority to modify or delete any provisions in this Policy Manual. The Administrative Committee may at any time make exceptions to the policies in this manual.

Policies and procedures may change at any time and members will be notified of changes. The most current policies will be available at the Administrative office.



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