

**Sylvan Heights Science Charter School  
Personnel Policies and Handbook  
Revised: October 16, 2017**

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**Adopted by SHSCS Board of Trustees, July 17, 2003**  
**Revised: October 16, 2017**

## History

### **THE STORY OF SYLVAN HEIGHTS SCIENCE CHARTER SCHOOL**

A charter school is a public school chartered by the local board of education which functions with its own board of trustees. Pennsylvania passed enabling legislation in the late spring of 1997. Grants to plan charter schools were available beginning in the winter of 1997. Patricia Schwartz, CEO of the YWCA of Greater Harrisburg, submitted a charter school planning grant to the Pennsylvania Department of Education for an elementary school that would focus on math, science and related technology. When the grant was awarded, Christie, Hansen & Associates was hired to assemble a group of volunteers and to prepare the application for a charter. A group of interested educators, community activists, businesspersons, parents and YWCA staff were brought together to form a planning committee.

Defining the mission, vision and core beliefs for the school came first. Research on charter schools and school reform movements followed through visits and telephone calls and Internet research. By the end of June 1997, the basic philosophy for the school was established and curriculum goals were set. In addition to the focus on math and science, the other distinguishing characteristics of the school included developing a family-oriented school community comprised of the school, families and the larger community. Because the Allison Hill area includes a number of Latino families, it was agreed that all the children would receive basic exposure to the Spanish language. An application was submitted to the Harrisburg School Board in September 1997.

In January 1998, the Harrisburg School Board granted the Sylvan Heights Science Charter School a provisional charter, dependent on completion of some items, which were mostly connected to the facility, the hiring of staff, and calendar items that are dependent on the Harrisburg School system calendar. An initial Board of Trustees was named, with Sheila Dow-Ford, President of the YWCA, serving also as President of the Sylvan Heights Science Charter School's Board of Trustees. Ms. Dow-Ford, an attorney and educator, was joined by five parents: Taja Barber, Julia Hoskins, Deidre Lenker, Fredrika McKain and Pamela Roberts; educators: Stinson Stroup, Cheryl Harmon, Louise Kunkel; business person: John Zarbus; and community activists: James Everett and David Wise. Articles of incorporation and bylaws were adopted, and an application was submitted to the IRS for a tax exemption called a 501(c)(3). Founding Families, a group of parents, helped organize the school lottery system and kept the office going for four months. School enrollment began with the first lottery on May 15. Parents also functioned as part of the Curriculum Committee, chaired by Louise Kunkel; the Personnel Committee, chaired by Stinson Stroup; the Finance Committee, chaired by Pamela Roberts; and other groups necessary to get the school operating. Principal/Chief Academic Officer ("CAO") Susan Spadafore, M.Ed., was hired in June 1998, and our five-year Charter was granted by Harrisburg School District's Board of Directors in July. Other staff was hired to complement the faculty soon thereafter. Parents made recommendations for the dress code, parent-school contract, and behavior code.

On August 31, 1998, Sylvan Heights Science Charter School opened its doors, becoming Harrisburg's first charter school, receiving 88 students in grades K-2. As the year progressed, the need for a new facility for our second year became apparent. In July of 1999, the new home of the Sylvan Heights Science Charter School, 915 South 13<sup>th</sup> Street, was secured. We moved into the new site in October of our second year. Expansions continued, with annual renovations and increases in student population with grade expansions. Kevin J. Moran, Ph.D. was hired in July 2001 as the new Principal/CAO.

Since that time, Sylvan Heights Science Charter School has secured three renewals from the Harrisburg School District, the most recent of which allows the school to operate through June 30, 2018. The charter allows for 220 students in grades K-4<sup>th</sup>. In recent years, emphasis has been placed on expanding the school's STEM (Science, Technology, Engineering and Math) program with the hiring of a full-time STEM coordinator, revisions and updates to the curriculum and the establishment of a dedicated STEM lab in January of 2016. Academic achievement, along with social and emotional success, remains a high priority for our students and employees.

### **Vision**

We envision our school to be a place where ...

- All students experience success.
- Students become proficient in the Sciences, Reading and Mathematics and become prepared for their next level of education.
- The sciences are infused throughout the curriculum.
- The curriculum, programs and services are routinely reviewed to ensure that they meet quality standards.
- Different learning styles and stages of development are recognized, and the School's employees help each child progress to reach his/her maximum potential.
- Students are engaged in the creative and performing arts.
- The school community reflects diversity in all of its dimensions.
- The school complements the broader educational community and works collaboratively with the community to ensure students are equipped with the necessary skills for future career opportunities.
- Learning opportunities are provided to our parents and others in the community.
- The faculty and other employees are dedicated to teaching and learning in a charter school environment, which they believe in and respect.
- The school nurtures and supports the continued learning of employees by providing ongoing professional development opportunities.

### **Mission**

The mission of the Sylvan Heights Science Charter School is to enhance children's lives through educational experiences that are grounded in a comprehensive, science-driven interdisciplinary program highlighting discovery and creativity.

### **Some Core Beliefs**

We believe that ...

- All children are entitled to a quality education in a safe, nurturing environment.
- A child's education is a shared responsibility between the family and the school.
- Successful learners demonstrate self-discipline and personal responsibility through a structured and academically challenging environment.
- The learning atmosphere promotes creativity and effective approaches to problem solving.

- Inquiry-based science and hands-on learning experiences are pathways to meet the challenges of a rapidly changing, high-tech society.
- The learning atmosphere promotes and encourages diversity.
- The school community is respectful of the beliefs, ideas and values of all people.

## **EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

Sylvan Heights Science Charter School (“School”) is an equal opportunity employer. It is the policy of the School to provide equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, creed, national origin or ancestry, age, gender, marital status, sexual orientation, disability, genetic information, veteran status, ethnicity and any other category protected by applicable federal, state or local laws.

Appropriate posters are displayed in all School locations in compliance with all local, state, and federal requirements regarding equal employment opportunities. These notices summarize the rights of employees to equal opportunity in employment and list the names and addresses of the various government agencies that may be contacted in the event that any person believes he or she has been discriminated against.

## **404 EMPLOYMENT STATUS**

All employees of the School, except the Principal/CAO, have an “at will” employment relationship, and may be terminated or resign with or without cause at any time. It is the intent of the School to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the “at will” employment relationship at any time is retained by both the employee and/or the School.

Each employee is designated as either non-exempt or exempt from federal and state wage and hour laws based upon their job duties and responsibilities. An employee’s exempt or non-exempt classification may be changed only upon written notification by the School’s management as determined by the responsibilities performed by the employee.

### **Non-Exempt Employees**

Non-exempt (hourly) employees are individuals who are not exempt from the overtime provisions of the Fair Labor Standards Act or applicable Pennsylvania law. These employees are required by law to record actual hours worked and be paid overtime for overtime work in accordance with applicable policy and federal and state labor law and regulations.

### **Exempt Employees**

Exempt employees are those whose job assignments meet the federal and state requirements for overtime exemption under the provisions of the Fair Labor Standards Act or applicable Pennsylvania law. Exempt employees are generally compensated on a salary basis and are not eligible for overtime pay. Generally, executive, administrative, and professional employees are overtime exempt. Some proper deductions from exempt employees are permitted by law. The School will not make any willful, impermissible or improper deductions from an exempt employee's salary.

### **Position Classifications**

All positions within the School have been classified by the Board into three position classifications:

**Administrative:** includes all managerial employees;

**Professional:** includes teachers, counselors, nurse, psychologist, therapists, specialist teachers, etc.; and

**Support:** includes teacher support assistant, classroom aides, secretaries, office clerks, etc.

Professional and administrative employees (Administrators, Teachers, STEM Coordinator, and Counselor) are exempt from Fair Labor Standards Act (FLSA) overtime provisions.

Support staff, including instructional and non-instructional aides, administrative assistants, and office clerks are generally non-exempt. They must be paid overtime at time and a half the hourly rate for all hours worked beyond forty in a week.

Substitute, part time and temporary employees may be classified as exempt or non-exempt depending on their status as professional, administrative or support workers.

School employees may also be classified as either full or part time employees depending on whether they are regularly scheduled to work a full-time or part-time work schedule.

### **INITIAL PROBATION FOR NEW EMPLOYEES**

New and rehired employees shall serve an initial ninety (90) day probationary period. This introductory period will serve to evaluate the employee against the standards of professional conduct and behavior that the School demands of all its employees. During that period, regular performance observations and evaluation conferences will be conducted.

Based on these observations and conferences:

- An employee may be terminated for poor performance during the initial probationary period after attempts to improve have been documented as unsuccessful;

- An employee's initial probationary period may be determined to have been successfully completed; or
- The initial probation may be extended up to an additional three (3) months, with another evaluation to be conducted.

Unsatisfactory performance or attendance may be grounds for immediate termination at any time with or without notice.

Upon satisfactory completion of the initial introductory period and completion of all necessary forms for employment, employees enter either the regular full-time or part-time employment classification of Administration, Professional or Support Employee.

Employees who leave the School's employment and then return will be required to serve an initial probationary period upon their rehire.

New employee's orientation shall be the responsibility of the Principal, and shall follow a format acceptable to the Board.

#### **405 CHANGE IN STATUS ON PROMOTION**

If an employee is hired as a temporary employee and is then hired in an exempt or non-exempt position, the date of hire for the exempt or non-exempt position becomes the anniversary date.

#### **408 SALARIES**

The Board will review and approve salaries each year. Salaries relate directly to performance, experience, and budgets. There are no guaranteed or automatic salary increases.

In addition, the Board, in its discretion, may award all employees an additional amount for extraordinary performance or service to the School. The amount will not become a permanent part of the individual's base salary.

#### **409 REIMBURSEMENTS**

The Principal must authorize reimbursement for expenses in carrying out job duties in advance. Reimbursement for attending seminars, workshops, and conferences of a professional nature that directly contribute to the effectiveness of an employee's work will receive proper consideration. No reimbursement will be provided for any seminar, workshop and conference without prior approval from the Principal.

#### **412 WORK SCHEDULE**

##### **Work Week**

The work week for full time employees is a minimum of 37.5 hours. Lunch is not included in these 37.5 hours.

**Non-Exempt Employees:** The work schedule of non-exempt employees generally corresponds with the School's regular working hours. Overtime is kept to a minimum for non-exempt employees. Overtime must be approved in advance by the Principal or designee. Approved overtime is compensated at the regular hourly rate for each hour worked up to 40 and at one and one-half times the regular hourly rate for time worked in excess of 40 hours in one week.

Both the employee and the Principal are responsible for planning irregular work schedules where necessary, which permit accomplishment of all the regular duties of the job within the regular weekly hours.

**Exempt Employees:** The annual salary of exempt employees is full remuneration for the total responsibility of their jobs.

### **Pay Periods**

Employees' salaries will be paid over 24 pay periods. Ten-month employees will receive pay for June 30, July 15, and July 31 at the June 30<sup>th</sup> pay date. Paydays will be the 15<sup>th</sup> and last day of each month. In cases where these days fall on a weekend or holiday, the payday would be the last workday prior to the 15<sup>th</sup> or last day of the month. All full-time employees will be salaried, and all employees will subscribe to direct deposit with the financial institution of their choice. Any exemption from this policy needs approval from the Principal.

### **Inclement Weather**

On days of extreme weather conditions, employees should listen to local radio, TV, and online stations for updates on School programs. A School-wide broadcast alert system is also used. The School will generally follow the Harrisburg School District's closings for inclement weather. The School will abide by state and local regulations regarding snow make-up days. Missed student days will most likely be made up later in the year. If however, it is a scheduled in-service day, employees should contact the School or Principal for direction.

All employees should report to work regardless of conditions unless they are notified to the contrary by the School-wide broadcast alert system or media. If any employee anticipates that they will be delayed or will be unable to report to work, they are to follow the proper procedures to request use of PTO time. Approval of this use will be at the discretion of the Principal.



When the School's operations are officially closed due to emergency conditions, the time off from scheduled work will be unpaid. However, with Principal approval, employees may apply accrued PTO time to cover the loss of hours.

## **Holidays**

Year round or 12-month employees shall receive the following paid holidays (unless required as make-up days):

New Year's Day;  
Martin Luther King Day;  
President's Day;  
Good Friday;  
Memorial Day;  
Independence Day;  
Labor Day;  
Thanksgiving Day;  
Friday after Thanksgiving; and  
Christmas.

If the holiday falls on Saturday, it shall be observed on the preceding Friday. If the holiday falls on Sunday, it shall be observed on the following Monday.

## **Part-time - Pay for Holidays**

Regular part-time employees who work 20 hours per week or more and who normally work at least four (4) days per week will be paid for the holiday if they are normally scheduled to work on that day. The pay will be equal to the number of hours regularly scheduled for that day.

## **417 EMPLOYEE DEVELOPMENT AND TRAINING**

Employee development is considered an integral part of work for all employees. Employees may be required to participate in employee development activities beyond their regular work hours. Employee development will range from first-aid/CPR to instructional strategies within the classroom setting. It will be developed to help the School implement its mission, achieve its vision and move the School's strategic plan forward. All employees are expected to attend professional development opportunities as assigned by the Principal. Any fees associated with such assignments will be paid by the School. Employees may request to attend other relevant training offered by organizations. Such requests must be submitted in writing to the Principal or designee no less than sixty (60) days prior to the date that the leave is requested. The Principal shall grant such leave if the program is approved by the School and such leave will not interfere with the daily operation of School. The availability of employee time and financial assistance shall be

determined by program needs and budget availability and must be approved by the Principal. All employees will be expected to participate in the required number of professional development hours identified in Chapter 49 of the 22 Pa Code and Act 48 of 1999.

All employees must attend regularly scheduled employee or staff meetings.

#### **417.1 TUITION REIMBURSEMENT FOR PROFESSIONAL EMPLOYEES**

The School will reimburse each full-time teacher for graduate or approved undergraduate courses for up to twelve (12) credits per year as provided below:

1. The professional employee must notify the Principal in writing of the request before college classes begin.
2. The Principal may deny or approve reimbursement based on the quality or relevance of the course to the professional employee's assignment. The course must be related to the professional employee's current job duties or a foreseeable future position with the School.
3. The credit must be earned at a fully accredited institution, the credits of which are acceptable for Pennsylvania teaching certification.
4. No reimbursement will be made for video course, correspondence course, Internet course, course by computer or travel course, unless approved by the Principal on an individual basis at his or her discretion.
5. Evidence of completing the course with a grade of at least a "B" or "Pass" shall be submitted within one (1) month of the date of receiving the grade.
6. Tuition will be reimbursed at the lesser of actual tuition cost paid or the prevailing Pennsylvania State University-Main Campus rate per graduate or undergraduate credit
7. The School will not provide reimbursement for courses which are funded by a fellowship, grant or other non-reimbursable financial assistance program.
8. In order to be eligible for tuition reimbursement, the professional employee shall agree to teach one (1) school year immediately following the tuition reimbursement at the School.
9. Availability of tuition reimbursement is contingent on the School's receipt of professional development grants or other funding for tuition reimbursement. If grants are not received, reimbursement will not be provided. Professional employees will be notified by the Principal if such grants are available.

In the event an employee voluntarily terminates employment prior to the expiration of one full school year following the successful completion of approved credits for which reimbursement has been paid, the employee shall be required to repay the full amount of such reimbursement to the School.

To maintain eligibility, employees must remain on the active payroll and be performing their job satisfactorily through completion of each course or educational activity. The School is not obligated to provide reimbursement should an employee resign or terminate before receipt of the grade for the course.

## 417.2 TUITION REIMBURSEMENT FOR PARAPROFESSIONALS

The School will reimburse each paraprofessional employee who provides instructional support for courses or workshops toward an associate's, bachelor's, or other advanced degree as provided below.

1. The employee shall have received written approval from the School prior to commencing work on the course.
2. The credit shall be earned at a fully accredited institution of higher education.
3. Unless otherwise agreed in writing by the Principal, the credit shall be toward an associate degree, or toward a bachelor or advanced degree in the field of education. Determination of what constitutes the field of education shall be at the discretion of the Principal/CAO.
4. The School will not reimburse employees for additional associate degrees after the employee has earned one.
5. No reimbursement will be made for any video course, correspondence course, Internet course, course by computer, or travel course, with the exception of total immersion courses, except that such courses must be approved by the Principal on an individual basis at his or her sole discretion.
6. While pursuing an associate degree, the employee must submit evidence of completing the course with a grade of at least "C" or "Pass" within one (1) month of the date of receipt of the grade. Reimbursement will only be made after receipt of grade.
7. While pursuing a bachelor or advanced degree, the employee must submit evidence of completing the course with a grade of at least "B" or "Pass" within one (1) month of the date of receipt of the grade. Reimbursement will only be made after receipt of grade.
8. Tuition will be reimbursed at the lesser of actual tuition cost paid or the prevailing Harrisburg Area Community College rate per undergraduate credit toward an associate degree or at the Pennsylvania State University-Main Campus rate for a bachelor or advanced degree.
9. The aggregate reimbursement for texts, registration fees, activity fees, laboratory fees and materials fees shall be \$15.00 per credit per course while pursuing an associate degree. Reimbursement for texts shall be paid up to the established limit upon presentation of a course number and the texts required for the course. Employees will not receive reimbursement for texts, registration fees, activity fees, laboratory fees, and materials fees after earning an associate degree or 48 credits while pursuing a bachelor or advanced degree.
10. Employees will not be reimbursed for more than fifteen (15) credits during a school year.
11. Employees may only continue to be reimbursed for college credits after receiving an associate's degree if they pursue a degree in an education related field.
12. The School will not provide reimbursement for courses which are funded by a fellowship, scholarship, grant or other non-reimbursable financial assistance program.

13. In the event an employee voluntarily terminates employment prior to the expiration of one full school year following the successful completion of approved credits for which reimbursement has been paid, the employee shall be required to repay the full amount of such reimbursement to the School.
14. Availability of tuition reimbursement is contingent on the School's receipt of professional development grants or other funding for tuition reimbursement. If grants are not received, reimbursement will not be provided. Paraprofessional employees shall be notified by the Principal if such grants are available.

**419 PAID TIME OFF (PTO)** Paid time off (PTO) provides regular full time employees with an entitlement of days away from work with pay upon the completion of a 30 day Introductory Period. PTO days may be used for vacation, personal time, illness or time off to care for family or dependents. PTO must be scheduled at least five (5) days in advance and approved by the Principal or designee, except in the case of an illness or emergency. In the case of illness or emergency, a full time employee is required to contact the Principal or designee at least two (2) hours before his/her shift begins, if possible. Employees using extended PTO time (in excess of 3 days) must submit a request at least two (2) weeks before the extended PTO time, or, if used as sick time, the employee must submit a doctor's release upon return to work. Employees who use extended PTO time for reasons of illness must notify the Principal or designee each day that the employee is to miss work in accordance with School policy. The Principal or designee may use his/her discretion to approve PTO without advance notice.

PTO may not be taken the last week of the school year, or on scheduled in-service and/or training days, or immediately before or after holidays without the Principal's permission. From their date of hire, all 10-month employees are eligible to earn up to ten (10) days of PTO during their scheduled work year.

Temporary employees, part time (non-exempt) employees, and workers being paid workers' compensation are not eligible to receive or accrue PTO.

All 12-month employees are eligible to earn up to twenty-seven (27) days of PTO during their scheduled work year. Each employee may carry over 15 days of accrued PTO over into the next school year. Employees are responsible for monitoring their PTO over the course of the school year.

Should an employee use all PTO and quit or be terminated prior to the school year's end, a reconciliation of wages will be made to compensate for PTO time not "earned." PTO time in excess of 15 days not taken by the end of the school year (for 10 month employees) or by June 30 (for 12 month employees) will be lost.

Employees, who miss more than three consecutive unscheduled days, may be required to present a doctor's release to Principal/CAO that permits them to return to work.

A physician's statement verifying illness will be required for PTO requests submitted after an employee has submitted a notice of resignation. Failure to provide verification will result in unpaid PTO time. PTO days are not paid at termination or separation.

PTO taken in excess of the PTO accrued can result in disciplinary action up to and including employment termination. This time will be unpaid. In the event an employee has exhausted his or her PTO, any additional time off must be approved by your supervisor and will be taken without pay.

**Part-time professional (exempt) employees who work more than 22.5 hours will be awarded one (1) day of PTO leave per every two months of employment.**

PTO is not a paid benefit at termination or separation, except for twelve month employees who provide one (1) month's written notice of resignation will be eligible for PTO leave based on the number of months of completed service in the current service year.

#### **421 FAMILY AND MEDICAL LEAVE**

The School will comply with the Family and Medical Leave Act (FMLA) of 1993 (PL 103-3) enacted on February 5, 1993, as revised, regardless of whether or not it meets or is covered by the definition of "employer" set forth in the Act. The School posts the mandatory FMLA Notice at the designated employee area, and upon hire provides all new employees with notices required by the U.S. Department of Labor (DOL) on [Employee Rights and Responsibilities under the Family and Medical Leave Act](#). This policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law. If you have any questions, concerns, or disputes with this policy, you must contact the Human Resources Office or CAO/Principal.

FMLA leave includes PTO time to be used first, as well as unpaid leave time. The employee will be notified of the designation of paid leave as FMLA leave within two (2) business days of when the School learns that leave is being taken for an FMLA qualifying reason.

A leave of absence may be granted for employees who, at the time leave is requested, have been employed for at least twelve (12) months and/or have completed at least 1,250 hours of service during the twelve (12) months preceding leave. Employees who meet the minimum service requirements are entitled to a total of twelve (12) weeks of unpaid leave during a twelve (12) month calendar year. In general, a twelve (12) week leave may be taken for:

- Incapacity due to pregnancy, prenatal medical care or birth of the employee's child.
- To care of the employee's child after birth or placement of a child with the employee for adoption or foster care;
  - To care for a spouse, child or parent of the employee who has a serious health condition, as defined by the FMLA, requiring the employee to care for the person;
  - To care for the employee if s/he becomes unable to perform his or her job functions due to a "serious health condition," as defined by the FMLA; or
- Other reasons as defined in Board policy, the FMLA notices present at the School, and federal law.

Notice of leave - Employees must provide the School with at least 30 (30) days' notice if the need is foreseeable or as much notice as practicable if the need is not foreseeable and generally must comply with the School's normal call-in procedure. In addition, employees requesting leave for treatment of a serious health condition must make a reasonable effort to schedule the treatment so the School's operations will not be unduly disrupted.

The School will inform employees requesting leave whether they are eligible under the FMLA and state any additional information that employees are required to provide (such as a health care certification), as well as the employee's rights and responsibilities. If they are not eligible, the School will provide a reason for the ineligibility.

The School will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the School determines that the leave is not FMLA-protected, the School will notify the employee.

Notice of intended return - Employees on FMLA leave must contact the Principal or designee and report plans to return to work. This report must occur within thirty (30) calendar days of the health situation necessitating the leave. A medical certification to return to work must be provided to the School, regarding the specific health condition, upon return to work.

Benefits during leave - Individual medical benefits will continue to be paid by the School during an approved FMLA leave. An employee enrolled in family coverage will be responsible for that additional cost during an unpaid FMLA leave, payable to the School.

Intermittent Leave – Leave may be taken intermittently or on a reduced leave schedule when medically necessary to care for a spouse, parent, or child or to receive planned medical treatment for the employee him or herself.. The term “intermittent leave” refers to leave taken in separate blocks of time due to a single illness or injury rather than for one continuous period of time. Moreover, it may include leave of periods from an hour or more to several weeks. Examples of intermittent leave include leave taken on an occasional basis for medical appointments or leave taken several days at a time spread over a period of six (6) months. The term “reduced leave schedule” refers to a leave schedule that reduces an employee's usual number of working hours per work week or hours per work day. In other words, a reduced leave schedule is a change in the employee's schedule for a period of time, normally from full-time to part-time.

Certification – The employee's or ill family member's health care provider may be required to certify the medical necessity for any medical or family care leave requested on U.S. Department of Labor Form WH-230. The School may require, at the expense of the School, that the eligible employee obtain the opinion of a second health care provider



designated by the School. In the event the physician of an employee shall be of a contrary opinion to that of the physician selected by the School, then the employee and the School shall mutually agree to obtain the opinion of an impartial third physician, at the School's expense, whose medical opinion shall be conclusive and binding.

Reinstatement Rights - An employee returning from FMLA leave is entitled to the same position or a similar position with equivalent benefits, pay, and other terms and conditions of employment. Under very limited circumstances, the School may deny restoration rights to highly salaried "key employees." A "key employee" is defined in the regulations as a salaried employee who is among the highest paid 10 percent of all the employees employed by the employer. However, the employer must notify the employee of his or her status as a "key employee" and the consequences of being a key employee at the time leave is requested. A written notice must be delivered to the "key employee" in person or by certified mail, and must provide the employee an opportunity to return to work within a "reasonable time."

Failure to Return from Leave -- If an employee fails to return to work on the agreed upon return date, the School will assume that the employee has voluntarily resigned. If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the School will require the employee to reimburse the School the amount it paid for the employee's health insurance premium during the leave period.

When an employee fails to return to work, except for reasons stated above, health premiums paid by the School during a period of family medical leave are a debt owed the School by the non-returning employee and may be recovered by the School through deduction of any sums due the employee or through legal action.

Concurrent Use of Paid Leave and FMLA Leave – The School may designate any PTO time to which the employee is entitled as substituting for all or some portion of the FMLA leave entitlement. Once the School has acquired knowledge that the leave is being taken for an FMLA required reason, the School must promptly (within five (5) business days absent extenuating circumstances) notify the employee that PTO time is designated and will be counted as FMLA leave.

## **423 BEREAVEMENT**

Full-time employees shall be entitled to three (3) working days' leave in the event of a death in the immediate family or stepfamily. Members of the immediate or stepfamily shall be defined as father, mother, brother, sister, husband, wife, son, daughter, parent-in-law, or individual who resides in the same household. Full-time employees shall be entitled to one (1) working days' leave in the event of a death of a grandparent, aunt or uncle.

Request for leave shall be made to the Principal or designee. Unused PTO time may be

added to bereavement leave.

#### **424 EXTENDED LEAVES**

Extended leaves without pay may be granted at the discretion of the Board on recommendation of the Principal. In no case will the leave extend beyond one (1) calendar year, unless agreed upon as a reasonable accommodation under the Americans with Disabilities Act.

##### **Military**

A regular full-time employee who is a member of any reserve component of the United States Army, Navy, Air Force, Marine Corps or PA National Guard shall be entitled to a leave of absence, without loss of pay or benefits, for the duration of verifiable reserve duties. The School will compensate the employee the difference between the regular rate of pay and the military pay including any per diem or housing or subsistence allowances.

The School administers its leave, job protection and reinstatement policies in accordance with The Uniformed Services Employment and Reemployment Rights Act ("USERRA") and the Pennsylvania Military Leave of Absence Act.

Under USERRA, a qualified employee who leaves his/her job to perform military service has the right to elect to continue his/her existing employer-based health plan coverage for him/herself and his/her dependents for up to 24 months while in the military. Such an employee has sixty (60) days to make his/her elections based upon the date that notification is mailed to him/her. It is the employee's obligation to notify the School of any changes in his/her status within thirty (30) days of the event.

Benefit accruals, such as vacation, PTO time, or holiday benefits, will be suspended during the leave and will resume upon the employee's return to active employment.

Even if the employee does not elect to continue coverage during his/her military service, s/he has the right to be reinstated in his/her employer's health plan when s/he is reemployed, generally without any waiting periods or exclusions (e.g. pre-existing condition exclusions) except for service-connected illnesses or injuries.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

#### **425 JURY DUTY**

Employees shall receive leave for jury duty for the duration of service without loss of pay

or benefits. The School will compensate the employee the difference between the regular rate of pay and jury pay. The employee shall present a copy of the subpoena to the Principal or designee.

#### **426 MEDICAL AND DISABILITY**

Health Insurance benefits will be the same as those offered by the Harrisburg School District.

Changes in enrollment of benefits can be made **ONLY** during open enrollment.

**IMPORTANT:** To make a change in coverage during the plan year due to a change in family status, contact the Principal or designee immediately, as changes must be made within thirty (30) days of the change in family status. Otherwise, this status change may not be made until the next open enrollment period. Changes in family status are defined as:

- Marriage;
- Divorce;
- Birth or adoption of a child;
- Change in your spouse's employment status, resulting in loss or gain of coverage through his or her employer's plan;
- Death of a spouse or child; or
- Loss of coverage under another Health Plan.

#### **COBRA**

COBRA (Consolidated Omnibus Budget Reconciliation Act) is a program for departing employees to continue health care coverage at group rates at their own expense. The School complies with all COBRA regulations. Extension of health benefits to employees who separate or are terminated is available through COBRA.

#### **Hospital and Major Medical Waiver**

The School agrees to pay \$1,500.00 to any full-time, benefits-eligible employee who voluntarily terminates her/his hospital and major medical coverage with the School for one (1) year. This payment will be made in twenty-four (24) parts, with each regularly scheduled payday. To be eligible for this payment, the employee must give notice in writing to the Principal or designee no later than December 1 of the year preceding the year in which disenrollment is desired.

This option will be offered up to 25% of the full-time employees, based on seniority.

Employees wishing to terminate coverage with the School must show proof of coverage with another entity.

If employees wish to reenroll in the hospital and major medical plan, they may do so, subject to limitations imposed by the medical insurance plan or carrier.

Future employees will be given the opportunity to decline insurance coverage subject to the above limitations and shall be paid a pro rata portion of the stipend indicated based upon the number of months remaining in the fiscal year.

#### **428 TERM LIFE AND LONG TERM DISABILITY**

Term life insurance is automatically included with an employee's healthcare plan. Long term disability may be purchased by the employee if s/he is a member of the School's healthcare plan. For those employees who choose not to participate in the School's healthcare program, the School shall provide disability and term life insurance in accordance with the contract (or summary plan descriptions).

#### **431 RETIREMENT**

The School participates in the Pennsylvania Public School Employees' Retirement System (PSERS).

#### **Additional Benefits**

The School shall pay contributions to Social Security for all employees as required by federal law.

The School shall maintain Workers' Compensation coverage for all employees as required by state law.

The School, as required by state law, shall pay Unemployment Compensation costs.

The Board may add additional benefits from time to time, or existing benefits not mandated by law may be discontinued.

#### **432 PROFESSIONALISM AND DRESS CODE**

As a member of the School Community, each employee is expected to represent the School in a professional and dignified manner through words, actions, and appearance. No employee may represent himself or herself as a spokesperson for the School without prior approval of the Principal or designee.

All School employees are expected to maintain a neat appearance appropriate to the activities expected during the day. As a member of the School Community, all employees, should model appropriate professional dress.

Questions regarding this policy may be directed to the Principal or designee. Anyone attending School or a School function in inappropriate dress may be requested to change.

The wearing of clothing or other fashions deemed inappropriate for the School setting is not allowed.

### **433 ATTENDANCE AND PUNCTUALITY**

The efficient operation of the School requires all employees to work their assigned times. Timely attendance is a matter of primary concern to the Administration. Employees who are repeatedly late or absent are subject to discipline up to and including termination.

An employee absent for three (3) consecutive days without properly notifying the Principal or designee will be considered to have abandoned his/her job and resigned without notice.

Non-exempt employees will be expected to use a timeclock to record the times that they arrive at and leave from school. The number of minutes late to work or departing early will be aggregated. When the minutes reach sixty (60), one hour's wage will be deducted from the person's salary (PTO time cannot be used).

### **434 EVALUATIONS**

Performance evaluations are an opportunity to recognize employee achievements as well as identify areas for necessary improvement and planning. The objectives of evaluation are to assess and improve performance, encourage professional growth, promote positive behavior, and facilitate attainment of the School's goals and objectives.

Performance evaluations of all employees shall be conducted at least annually at the end of each school year. The evaluation shall be prepared by the Principal prior to discussion with the employee. The Principal and the employee both sign the evaluation. A copy of the evaluation shall become a part of the employee's personnel file. The employee may comment on the evaluation, in writing, and a copy of any such comments shall also be placed in the employees' personnel file. Comments to the evaluation will be done within ten (10) working days of the review. The evaluation process will be based on the evaluation system required by the Pennsylvania Department of Education and will be done in accordance with statutory and regulatory obligations.

### **435 PHYSICAL EXAMINATION**

In order to certify the fitness of administrative, professional and support employees to discharge efficiently the duties they will be performing and to protect the health of students and employees from the transmission of communicable diseases, physical examinations of all School employees shall be required prior to beginning employment.

A physical examination shall mean a general examination by a licensed physician, certified registered nurse practitioner or a licensed physician assistant.

The Board requires that all employees undergo a tuberculosis examination provided by the School upon initial employment, in accordance with regulations of the Pennsylvania

Department of Health.

The results of all required medical examinations shall be made known to the Principal/CAO on a confidential basis and discussed with the employee. Medical records of an employee shall be kept in a file separate from the employee's personnel file.

#### **436 TERMINATION OF EMPLOYMENT**

Employment with the School is based on mutual consent and is classified as "at will." As such, the employee or the School has the right to terminate employment at any time, for any reason, with or without cause or advance notice. The School does not guarantee your continued employment. All property of the School must be returned prior to or at the time of termination.

Employees who voluntarily resign or retire from the School are requested to submit a written resignation letter including proposed last day and reason for resignation. The School requests that administrators and professional employees give at least one (1) month's notice. Other employees are requested to give at least two (2) weeks' notice. If an employee does not provide advance notice as requested, the employee will be considered ineligible for rehire.

An employee's date of separation is determined by the employee's last day worked. The employee is required to conduct himself/herself in a professional manner and continue to be productive through the resignation period. Failure to do so may affect the employee's last day of work, pay and benefits. The School reserves the right to reduce the duration of the resignation period.

The employee's benefits cease on the last day of his/her work; however, COBRA coverage is available to eligible employees.

Eligibility for the following benefits terminate on the last day worked:

- Healthcare Benefits

Employee benefits will be affected by employment termination in the following manner: all accrued, vested benefits that are due and payable at termination will be paid; some benefits may be continued at the employee's expense if the employee so chooses; the employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

A physician's statement verifying illness will be required for PTO requests submitted after an employee has submitted a notice of resignation. Failure to provide verification will result in unpaid time off. PTO days are not paid at termination or separation.

Either the Principal or a member of the Personnel Committee will conduct an exit interview with each departing employee.

#### **436.12 EXIT INTERVIEW POLICY (Board Approved 6-16-14)**

Exit interviews shall be conducted in accordance with Board policy.

#### **437 EMPLOYEE MISCONDUCT POLICY (Board Approved March 21, 2016)**

All administrative, professional and support employees are expected to conduct themselves in a manner consistent with appropriate and orderly behavior. Effective operation of the School requires the cooperation of all employees working together with a system of Board policies, rules and procedures applied fairly and consistently.

The Board requires employees to maintain professional, moral and ethical relationships with students and co-workers at all times.

The Board directs that all employees shall be informed of conduct that is required and is prohibited during work hours and the disciplinary actions that may be applied for violation of Board policies, rules and procedures.

All School employees shall comply with state and federal laws and regulations, Board policies, supervisor directives, rules and procedures. The School's employees shall endeavor to maintain order, perform assigned job functions, and carry out directives issued by supervisors.

Discipline will be administered in accordance with Board Policy 438 (Discipline). In the event that it becomes necessary to remove employees from positions for disciplinary/emergency purposes, the Principal/CAO shall have the right to temporarily suspend employees pending final Board action. In these cases, the Principal/CAO will prepare a recommendation and present it to the Board as soon as possible, but no later than the next regularly scheduled Board meeting.

The School's employees shall not participate in activities that include, but are not limited to, the following:

1. Violation of Board policies, rules or procedures; any deliberate action that is extreme in nature and is obviously detrimental to the School's efforts to educate students and/or to fulfill the School's Vision as stated in the Personnel Policies and Handbook;
2. Violation of law and/or the School's security, safety and/or health rules and practices, including child abuse or failing to report child abuse;
3. Negligence or any careless action which endangers the life or safety of another person or leads to damage of the School's property or property owned by a parent/guardian of a student who attends the School;
4. Failure for professional employees to maintain teacher certification as required by PA Department of Education;
5. Failure to maintain proper clearances as required by Act 34, Act 114, and

- Act 151;
6. Physical or verbal abuse or threat of harm to any person;
  7. Non-professional relationships or interactions with students;
  8. Causing intentional damage to School property, facilities or equipment;
  9. Forceful or unauthorized entry to or occupation of School facilities, buildings or grounds;
  10. Use, possession, distribution, or sale of alcohol, drugs or other illegal substances;
  11. Use of profane or abusive language at any time during working hours or while on premises owned or operated by the School;
  12. Breach of confidential information;
  13. Failure to comply with directives of the School's administration, security officers, or law enforcement officers;
  14. Carrying onto or possessing a weapon on School grounds without authorization from the Principal/CAO;
  
  15. Violation of federal, state, or applicable municipal laws or regulations;
  
  15. Conduct that may obstruct, disrupt, or interfere with teaching, research, service, operations, administrative or disciplinary functions of the School, or any activity sponsored or approved by the Board;
  16. Misuse of the School's e-mail, voicemail, equipment and other electronic communication systems;
  17. Failure to record time according to the School's procedures; alteration of time sign in records or attendance documents; recording the work time of another employee or allowing another employee to record employee's own work time;
  18. Falsification, misrepresentation or omission on an application for employment or other work records, including timekeeping and payroll records; alteration of School records or documents; deception or fraud;
  19. Engaging in or failing to report criminal conduct which could impact the School's reputation or operations;
  20. Misappropriation of School funds; and
  21. Abuse of privileged School's student, family, or employee information.

These examples of impermissible behaviors are not intended to be an all-inclusive list.

### **Child Abuse Reporting**

School employees shall report suspected child abuse in accordance with the Child



Protective Services Law. The School shall provide training to all employees on child abuse and reporting procedures as required by law. Failure to comply with this duty may result in disciplinary action, up to and including termination.

### **Arrest or Conviction Reporting Requirements**

Employees shall use the designated form to report to the Principal/CAO or designee, within seventy-two (72) hours of the occurrence, an arrest or conviction that is required to be reported by law under Section 111 of the Public School Code as it applies to the School under Section 1732-A of the Charter School Law.

Employees shall also report to the Principal/CAO or designee, in writing, within seventy-two (72) hours of notification, that the employee has been listed as a perpetrator in the Statewide database, in accordance with the Child Protective Services Law.

A current or prospective employee who willfully fails to disclose a conviction or an arrest for any offense referred to above shall be subject to discipline up to and including termination or denial of employment.

An employee shall be required to submit a current criminal history background check report if the Principal/CAO or designee has a reasonable belief that the employee was arrested or has been convicted of an offense required to be reported by law, and the employee has not notified the Principal/CAO or designee. Failure to accurately report such arrests and convictions may subject the employee to disciplinary action up to and including termination and criminal prosecution.

### **438 DISCIPLINE**

The School has a policy of progressive discipline. The progressive disciplinary steps include:

- Verbal reprimand;
- Written reprimand;
- Disciplinary probation;
- Suspension without pay; and/or
- Termination.

Discipline may start at any step including termination, depending on the severity of the misconduct. Disciplinary probation lasting from three (3) weeks to three (3) months may be used to offer the employee time and opportunity to overcome performance or behavior deficiencies. During disciplinary probation, the employee is not eligible for an increase in pay.

The policies contained in the Personnel Policies and Handbook are to be followed by employees of the School. Employees who disregard the intent of the Personnel Policies and Handbook, or any of the policies contained herein, are subject to disciplinary action, up to and including termination of employment. The School may add, modify or delete any of the contents of this Personnel Policies and Handbook. Employees will be provided

such changes when they occur.

#### **439 UNLAWFUL HARASSMENT**

It is the policy of the School to maintain a workplace that is free from harassment in any form is not tolerated.

All forms of harassment of employees and third parties by the School's students and employees, contracted individuals, vendors, volunteers and third parties in School are prohibited. The Board encourages those who have been harassed to promptly report such incidents to the Principal/CAO or designee. The Board directs that complaints of harassment shall be investigated promptly, and corrective action be taken when allegations are substantiated. Confidentiality of all parties shall be maintained, consistent with the School's legal and investigative obligations. Neither reprisals nor retaliation shall occur as a result of good faith charges of harassment.

For purposes of this policy, harassment shall consist of verbal, written, graphic or physical conduct relating to an individual's race, color, religion, creed, national origin or ancestry, age, gender, marital status, sexual orientation, disability, genetic information, veteran status, ethnicity and any other category protected by applicable federal, state, or local laws when such conduct:

1. Is sufficiently severe, persistent, or pervasive that it affects an individual's ability to perform job functions or creates an intimidating, threatening or abusive work environment;
2. Has the purpose or effect of substantially or unreasonably interfering with an individual's work performance; or
3. Otherwise adversely affects an individual's employment opportunities.

For purposes of this policy, sexual harassment consists of unwelcome and unsolicited advances, propositions; graphic verbal commentaries about an individual's body; sexually degrading statements to describe an individual; displaying sexually suggestive objects or pictures in the workplace; or engaging in any other unwelcome verbal or physical conduct of a sexual nature where:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of the employee's employment, including receipt or maintenance of an employee benefit, promotion, performance evaluation, pay adjustment, discipline or work assignment;
2. Submission to or rejection of such conduct by an individual is used as the basis for tangible employment decisions affecting the individual; or,
3. 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.

For purposes of this policy, harassment because of race, color, religion, creed, national origin or ancestry, age, marital status, sexual orientation, disability, genetic information, veteran status, or ethnicity consists of unwelcome verbal or physical conduct relating to an individual's protected classification, where:

1. Submission to or rejection of such conduct by an individual is used as the basis for tangible employment decisions affecting the individual; or,
2. 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.

In order to maintain a work environment that discourages and prohibits unlawful harassment, the Board designates the Principal/CAO or designee as the School's Compliance Officer. The Compliance Officer shall publish and disseminate this policy and the complaint procedure annually to students, parents, employees, independent contractors, vendors and the public. The publication shall include the position, office address and telephone number of the Compliance Officer.

The administration shall be responsible to provide training for students and employees regarding the aspects of unlawful harassment. Each employee shall be responsible to maintain a working environment free of forms of harassment.

The Compliance Officer shall be responsible to complete the following duties when receiving a complaint of unlawful harassment:

1. Inform the employee or third party of the right to file a complaint and the complaint procedure.
2. Notify the complainant and the accused of the progress at appropriate stages of the procedure.
3. Refer the complainant to the Personnel Committee Chair if the Compliance Officer is the subject of the complaint.

All complaints will be investigated promptly and discreetly. Should it be determined that unlawful harassment has taken place, appropriate corrective action shall be taken immediately. The complainant shall be notified of the results of the investigation, to the extent permitted by law. Complaint forms shall be available in the administrative assistant's office.

This policy prohibiting unlawful harassment shall be posted in a conspicuous place in the School. It shall be a violation of this policy for any employee to retaliate against complainants or against persons who testify, assist or participate in the investigation. Retaliation includes any form of intimidation, reprisal or harassment. The School shall discipline any employee who retaliates in the manner described above.

#### **442 PROBLEM SOLVING PROCEDURE (PSP)**

It is the policy of the School to provide employees with a procedure for bringing work-related problems to the attention of the administration, and to resolve such problems promptly and fairly.

Employees are encouraged to present the problem to the involved co-worker or administrator as soon as possible, but in no event more than fifteen (15) days after the problem occurs. S/he should present objective facts and offer solutions for solving the problem. If this discussion does not resolve the issue, explanation of the problem should be presented to the Principal as soon as possible but in no event more than fifteen (15) days after the failure to resolve. The Principal will gather the facts and assist in identifying alternatives and in implementing a solution. If the matter concerns a disputed policy, or cannot be settled, to the satisfaction of the employee, the Principal shall refer the concern to the Personnel Committee. If the dispute is not resolved at this level, the Personnel Committee will refer the matter to the Board or its designee, which will make a final and binding decision. Concerns will be investigated in a confidential manner and should be discussed only with employees who have a need to be apprised of the issue.

Circumstances may warrant the presentation of a concern directly to the Principal, to the Personnel Committee, or to the Board or its designee. If the Principal, Personnel Committee, or Board determines that special handling of the PSP is not warranted, the employee will be expected to follow the regular PSP procedure as described above. Retaliation in the form of harassing or penalizing an employee for use of the PSP process will not be tolerated and is cause for disciplinary action.

#### **445 OUTSIDE EMPLOYMENT**

The School employees may engage in outside employment as long as those activities do not adversely affect performance of their School job duties, do not create a conflict of interest or the appearance of such, and do not violate applicable laws and regulations. However, employees may not provide business services of any nature to families whose children are enrolled in the School unless granted written permission from the Principal. Employees may not receive any income or material gain from individuals outside the School for materials produced or services rendered while performing their jobs with the School. Employees may be subject to discipline for attempting to do business through personal services, sale of merchandise or any transaction, which creates an exchange of money or other consideration, which the employee would not otherwise receive. (Also see "Conflict of Interest.")

The Principal/CAO shall obtain prior approval from the Board for any outside employment.

Outside employment may not be used as grounds for refusal to perform an assigned schedule or duty. If the School determines that an employee's outside work interferes with the School, the employee may be asked to terminate the outside employment.

#### **446 POLITICAL ACTIVITY STATEMENT**

The School will not attempt to regulate employee participation in the political process, unless it interferes with the performance of duties or creates an apparent conflict of interest. Employee participation in political activities shall be regulated by federal and state laws, including, but not limited to, the Hatch Act.

School resources shall not be used for political activity. Employees may be disciplined for participating in political activity while on School grounds. Collection of and/or solicitation for campaign funds or workers is prohibited on School property during working hours. The use of students for writing, addressing or distributing partisan political materials is prohibited.

#### **449 CONFLICT OF INTEREST**

The School is dependent upon the maintenance of unquestionably high standards of honesty, integrity, impartiality, and professional conduct by its employees to maintain the proper performance of School business. Such characteristics are essential to the School's commitment to earn and keep the public's confidence in the School. Therefore, the Board adopts the following policy guidelines to assure that conflicts of interest do not occur and that the School operates in compliance with the Public Official and Employee Ethics Act ("Ethics Act"). This policy establishes only the framework within which the Board wishes the School's business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. These guidelines are not intended to be all inclusive, or to substitute for good judgment on the part of all employees. If you have any questions about conflicts of interest, please contact the Principal/CAO.

The School may conduct business with any partnership, firm or company with which one or more Board member, employee, or parent or guardian of an enrolled student is associated, provided any business relationship is established and maintained at an arm's length basis and the subsequent provisions of this Section are met. Each Board member, employee, or decision-making volunteer shall disclose any actual, potential or apparent conflict of interest between the Board member's, employee's, or volunteer's personal interests and duty to the School.

An actual, potential or apparent conflict of interest occurs when a Board member, employee, or volunteer is in a position to influence a decision that may result in a personal gain for that individual or for a relative as a result of the School's business dealings. For the purposes of this policy, Board members, employees, or decision-making volunteers, in accordance with the Ethics Act, are prohibited from participating directly or indirectly in the procurement without full disclosure to the Board when the individual knows that he/she or any member of the employee's immediate family has a financial interest in the business seeking or obtaining a contract. "Contract" means any agreement for the procurement of items of tangible personal property, services, or construction. "Immediate family" is defined as a spouse, children, parents, brother, or sister.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if Board members, employees, or volunteers have any influence on

transactions involving purchases, contracts, or leases, it is imperative that they disclose the existence of any actual or potential conflict of interest to the Principal/CAO or his/her designee as soon as possible so that safeguards can be established to protect all parties. The Board is responsible for making any decisions about the possible contract, and will err on the side of caution in its determination of whether there is a conflict of interest.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which the School does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the School.

In addition, this policy prohibits a Board member, employee or volunteer who is participating directly or indirectly with the procurement process to become, or to be, the employee of any person or business contracting with the School while employed with the School.

### **Entertainment or Gifts**

The School considers it a conflict of interest for an employee to accept gifts or entertainment from a vendor, student, or a student's parents of more than \$20.00 in value without the prior written approval of the Principal/CAO.

## **451 SMOKE AND TOBACCO FREE WORKPLACE**

Smoking is forbidden on School premises and on the grounds within 50 feet of any area where a child could come in contact with smoke or could be seen by children. "Smoking" shall mean all use of tobacco, including cigars, cigarettes, pipes, whether lighted or unlighted, and smokeless tobacco, including e-cigarettes or vaping.

## **452 DRUG-FREE WORKPLACE**

It is the policy of the School to provide a drug-free workplace for our employees. The unlawful manufacture, distribution, dispensation, sale, possession, or use of a controlled substance is grounds for disciplinary action up to and including termination. In addition, mishandling or abusing legal drugs or alcohol is grounds for disciplinary action up to and including termination. Any employee reasonably suspected of such activities may be required to submit to a drug and/or alcohol test or examination. Failure to do so may result in disciplinary action, up to and including termination.

In addition, employees convicted of a drug related charge or any of the enumerated offenses listed in Section 111 of the Public School Code are subject to termination.

The School will establish or obtain a drug-free awareness program to inform our employees of the dangers of drug abuse in the workplace, our policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug

abuse violations occurring in the workplace.

#### **453 PERSONNEL FILE ADMINISTRATION**

Personnel files are the property of the School and shall be kept for each paid employee. The files will contain, at the minimum:

- Date of hire;
- Evidence of the employees' qualifications for their position;
- Salary information at date of hire and each change;
- Commendations and disciplinary actions;
- Performance evaluations;
- Position change documents;
- Any information determined by the School to be relevant to the employer/employee relationship both individually and generally;
- Attendance records;
- Termination information;
- Three (3) professional references;
- Act 34, Act 114, and Act 151 clearances
- Mandated Reporter training certificate;
- College transcript, if applicable; and
- Teaching certificate, if applicable.

Personal information that must be kept current in the file includes:

- Address;
- Phone numbers (including any alternate numbers for quick contact);
- Emergency contact numbers (next of kin);
- Medical conditions affecting employment, including physicals certifying that the employee is free of communicable disease, where applicable contact physician;
- Social security number;
- Family information pertinent to benefits administration;
- Proof of employability;
- Date of birth;
- Education and training;
- EEO related information; and
- Any claims against the School or its agents.
- 

#### **Medical Information**

All information obtained from medical examinations shall be kept in a separate file and treated as a confidential medical record in accordance with applicable federal and state laws or regulations. Such information shall be available to only those supervisors or health care personnel who need to know about restrictions or reasonable accommodations in accordance with Americans with Disabilities Act confidentiality requirements.

Employees are responsible for notifying the School of any changes in personal information within five (5) working days of the change. Any adverse circumstances caused by a failure to notify the School of changes shall be the responsibility of the employee.

Access - All active employees shall be permitted to review their own personnel files at a time convenient to the Principal and within regular business hours. Employees who wish to review their personnel file must request access in writing to the Principal. The files may not be removed from the administrative area without permission of the Principal or designee in charge during the Principal's absence. File review must be done in the presence of the Principal or designee. Employees will not be allowed to make any alterations to their file, remove any documents or add documents to their personnel file, but may take notes during an inspection.

### **Employee-Generated Materials**

Active employees may respond to anything in their personnel file, and if requested by the employee, the response shall be placed in the file. Within five (5) days of providing said response, the employee is responsible for providing the Principal with a copy of the response. Employees may request placement of other materials, subject to Principal approval.

Personnel files of contractors/volunteers shall include personal information, evidence of qualifications and proper clearances as required by law. The file shall include a copy of the letter of agreement or contract even though the fiscal office contract files may also contain a copy or original.

Reference Checks – The School, through the Principal or designee, will verify written requests for information as follows for employment or credit purposes:

- Dates of employment;
- Job title(s) and general description of duties and; and
- Last salary.

Employee must sign a waiver for releasing this information.

## **454 PRIVACY AND CONFIDENTIALITY OF STUDENT RECORDS**

Employees must be committed to respecting the privacy and integrity of students and their families. All student records will be maintained in accordance with the federal and state law and regulations, specifically The Family Educational Rights and Privacy Act of 1974 (FERPA) and 22 PA Code Sec.1233. Additionally, the School complies with the confidentiality requirements of the Individuals with Disabilities Education Act (IDEA), Chapters 14 and 15 of the Pennsylvania Department of Education's Regulations, and



Section 504 of the Rehabilitation Act.

Non-directory information about students and their families will not be shared unless authorized by parent/guardian.

Employees are also prohibited from providing School enrollees or employee lists to others.

#### **456 PRINCIPAL**

The Principal is hired, compensated and evaluated by the Board. The Principal works under a specific contract negotiated with the Board. For circumstances, policies, and procedures not specifically covered in the contract, the School's Personnel Policies and Handbook shall govern.

