

# **CITY CHARTER HIGH SCHOOL EMPLOYEE HANDBOOK**

August 2021

This Handbook is NOT an employment contract.

## DEFINITION OF TERMS

Throughout this Handbook, the following terms – Exempt and Nonexempt - will be used to classify City Charter High School employee roles according to the Fair Labor Standards Act:

Exempt employees:

- Activities Manager
- Administration
- Instructional Staff (Teachers, Teaching Associates, Quiet Room Managers)
- Manager of Business Affairs
- Security Manager
- Student Services Staff (Counselors, Social Workers, Nurse, Internship Managers, and Transition Managers)
- Student Information Manager
- Technology Manager

Nonexempt employees:

- Food Services Staff
- Hourly Employees
- Maintenance Staff
- School Receptionist
- School Security
- Adjunct Instructors

## VERIFICATION FORMS

All Verification Forms are available through the Manager of Business Affairs.

## I. GENERAL POLICIES

### A. Accidents and Illnesses

If an employee is injured or becomes ill on the premises or at a school sponsored event, the first respondent should attend to the person first and then notify the CEO/Principal, security and the nurse. An accident report must be completed for all injuries. Accident reports must be submitted to the Manager of Business Affairs. In addition, employees who are injured must be evaluated at a Worker's Compensation provider.

### B. Conflicts of Interest

As an employee of City Charter High School, individual staff must disclose current and potential conflicts of interest to the CEO/Principal. Conflicts of interest relate to staff member affiliations that can pose a potential threat to the viability or sustainability of the school. They also involve situations or scenarios, whereby a staff member can derive personal benefit from actions or decisions made in their official capacity.

### C. Confidentiality/Non-Disclosure

It is very important to the School that employees protect confidential school-related information. Any product designed and created for City Charter by an employee remains the sole property of City Charter and may only be used elsewhere with appropriate citation or origin. Confidential information includes the School's non-public business information that provides the School with a competitive advantage or constitutes personal information under data security laws, which are not limited to the following specific examples:

- Computer Processes
- Computer Programs and Codes
- Legal Information, such as attorney-client privilege discussion
- New Materials Research
- Pending Projects and Proposals
- Research and Development Strategies
- Scientific Data
- Social Security Numbers
- Student Information
- Technology Data

An employee improperly using or disclosing confidential school information will be subject to disciplinary action, up to and including termination of employment and legal action. This provision applies even if disclosure or use of the confidential information does not benefit the employee in any manner.

### D. Drugs and Alcohol

The possession or use of alcohol on the premises is prohibited. The use or possession of illegal drugs is prohibited. Violation of this policy is grounds for immediate termination.

### **E. Enrolling Your Son/Daughter at City Charter High School**

Staff members may register their son/daughter beginning on December 1.

### **F. Ethics and Conduct Policy**

Employees of City Charter are expected to be ethical in their conduct. Employee conduct impacts the School's reputation and success. City Charter requires employees to obey and comply with all laws and regulations and practice the highest standards of conduct and personal integrity. Ethics in the educational work space is addressed in the *Pennsylvania Code of Professional Practice and Conduct* and the *Professional Educator Discipline Act* administered by the Professional Standards and Practices Commission. The following are some examples of the kind of conduct that would warrant discipline, up to and including termination:

- Insubordination – refusal to comply with instructions of a supervisor;
- Falsifying an application for employment, time sheets or other work records;
- Malicious damage to Company property;
- Theft or inappropriate removal or possession of property;
- Use of obscene, abusive or threatening language;
- Unsatisfactory performance;
- Unsafe acts;
- Excessive absenteeism or tardiness;
- Fighting;
- Refusal to work overtime when required; and
- Violation of any policy set forth in this Employee Handbook.

### **Equal Employment Opportunity**

City Charter High School is committed to equal employment opportunities for both applicants and employees. City Charter High School ensures that employment decisions are made for job-related reasons only, and that both applicants and employees will be treated without regard to their ethnicity, race, color, gender, national origin, age, religion, disability, sexual preference, marital status or any other basis protected by federal, state or local law. This applies to all aspects of employment, including, but not limited to, hiring, transfer, benefits, compensation, training and separation.

### **G. Equity and Compliance**

City Charter High School is an equal opportunity education institution and will not discriminate on the basis of ethnicity, race, color, national origin, gender, sexual orientation, age or disability in its admission, activities, programs or employment practices as required by Title II of ADA, Title VI, Title IX and Section 504. It is the policy of City Charter High School to make all services, programs and activities available and to provide reasonable accommodations to persons with disabilities. Requests for accommodations should be made at least 72 hours before the scheduled event. For more information regarding accommodations, civil rights or grievance procedures, contact: Dr. Dara Ware Allen at 412-719-9410

Equity and Inclusion Policy Statement – See Appendix B.

## **H. Fraud Policy**

See Appendix A.

## **I. Harassment/Non-Discrimination and Retaliation**

Federal and State laws prohibit discrimination based on race, color, religion, sex, national origin, sex, age, disability, pregnancy, genetic information, as well as other legally protected characteristics. Unlawful discrimination on the job, including harassment, is prohibited by City Charter. For purposes of this policy, “harassment” can include, but is not limited to:

- derogatory remarks, epithets, offensive jokes, or the display or circulation of offensive printed or visual matter;
- offensive physical contact, impeding or blocking movement, and gestures or any physical interference with normal work or movement; and/or
- Visual forms, such as derogatory posters, letters, poems, graffiti, cartoons, or drawings.

Harassment also can include unwelcome and unwanted sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment;
- submission to, or rejection of, such conduct by an individual is used or is threatened to be used, as the basis for employment decisions affecting such an individual; or
- Such conduct has the purpose or effect of interfering with any individual’s work performance or creating an intimidating, hostile or offensive working environment.

The prohibition against discrimination and harassment is applicable to all employees of City Charter, which includes all staff members, teachers, and administrators. Federal and State laws also prohibit retaliation based on an employee’s protected activity, including making complaints about unlawful harassment or participating in an investigation into allegations of prohibited harassment. City Charter also prohibits such unlawful retaliation against its employees. No employee will be retaliated against for good-faith reporting of any suspected policy violation.

### **Employees Must Report Discrimination, Harassment and Retaliation**

It is important that every employee who believes he or she has been subjected to unlawful discrimination, including harassment, or retaliation report it to allow School Administration the opportunity to investigate the situation and take appropriate action. If any violation of above policy occurs, it will be a priority for School Administration to evaluate the issue and take the appropriate action necessary for resolution. It takes the complete cooperation of the entire staff for City Charter to enforce its above Discrimination, Harassment and Retaliation Policy. If an employee feels that he or she has been disrespected, discriminated against or harassed in any way, it is generally best to tell the person exhibiting such behavior that you find the behavior offensive, that such behavior is against City Charter’s policy, and that the employee wants him or

her to immediately stop. However, if the employee is uncomfortable taking this action, if the conduct does not stop after the employee has warned the offending person, or if an employee has observed discrimination, harassment or retaliation, the employee, must report it to his or her department supervisor. If the employee is unable, or does not wish to report the matter to the department supervisor for any reason, he or she should report it to the Chief Executive Officer or other School Administrator. The report will be kept confidential to the extent practicable and as necessary to complete the investigation. In order to assure that the facts are accurately understood by the person receiving the report, the Principal, Chief Executive Officer or other School Administrator will put it in written form. The Complainant will generally be asked to acknowledge the accuracy of the facts or to correct the statement to accurately describe the complaint. The steps to be taken during the investigation cannot be fixed in advance, but will vary depending on the nature of the allegations. Depending on the investigation, failure to report such behavior or situations may result in consequences ranging from a permanent letter in your employee record to legal action. Any employee who fails to cooperate fully in an investigation may be subject to discipline, up to and including termination.

### Resolution of Complaints

The results of the investigation will be discussed with the complaining employee. If it is determined that there has been discrimination, harassment or retaliation, the Chief Executive Officer, Principal or other School Administrator will discuss the procedure for resolving the complaint with the employee. If there is a situation in which an employee believes that he or she is being physically threatened, it should be reported to the nearest School Administrator and temporary protection against the harassment or hostility will be provided.

For the full Sexual Harassment Policy and Unlawful Harassment, Physical Abuse, Sexual Abuse, Sexual Misconduct, and Sexual Molestation Prevention Policy, see Appendix C, page 27.

### **J. HIV and AIDS Policy**

It is the policy of City Charter High School to provide a concerned and nondiscriminatory environment for individuals with the Human Immunodeficiency Virus (HIV) and Acquired Immunodeficiency Syndrome (AIDS) and other blood borne diseases. Employees shall not be discriminated against on the basis of their HIV, AIDS or other blood borne disease status, or perception thereof, as set forth in the Pennsylvania Human Relations Act, the Americans with Disabilities Act (ADA), the Federal Rehabilitation Act of 1973 and the Confidentiality of HIV-Related Information Act (Act 148 or 1990).

No current or prospective employee shall be required to receive an HIV antibody test or any other diagnostic test for HIV as a condition of employment.

### CONFIDENTIALITY

Employees with knowledge of an infected employee's HIV/AIDS status shall not discuss or divulge that information without prior written and oral consent from the employee, consistent with the requirements of the Pennsylvania Confidentiality of HIV-Related Information Act.

#### UNIVERSAL PRECAUTIONS

All employees shall be educated on universal precautions and are required to complete an HIV education program.

Employees shall consistently follow universal precautions at all times. Since an HIV antibody test or other diagnostic tests for HIV are not required for employment or matriculation, employees shall treat all body fluids as hazardous and follow universal precautions.

#### **K. Intellectual Property**

Unless otherwise agreed upon, City Charter High School maintains all rights and copyrights associated with inventions, methods and materials its employees/contractor may develop because of access to information or resources available due to their employment or contractual relations with the school. Such inventions, methods and materials are the sole property of the school and are to be used only for the school, unless otherwise reviewed and approved by the CEO/Principal.

#### **L. Key Control Policy**

Key control - all locksmith services, including repair, key or lock change, replacements, and duplications - shall be the responsibility of the Security Manager.

- Upon resignation or termination, employees shall turn in all keys to school administrators.
- In the event of a lost or stolen key, it will be necessary to change the core to maintain security of the premises.
- Key and lock records shall be safeguarded at all times.
- Master keys will be issued to key personnel as deemed by Administration.
- Personal property is exempt from this policy and is the responsibility of the individual. No personal lock may be used within the school.
- Keys issued in accordance to this policy shall not be duplicated by the holder. Such action may be grounds for disciplinary action, including termination.
- Keys issued in accordance to this policy shall not be loaned by the holder. Such action may be grounds for disciplinary action.
- Key transfers will require both an issue and return transaction notation in the Key/Lock Record.
- At the end of the school year, all staff moving to a new location must turn in keys to the former location to the Security Manager before the final paycheck can be issued.

#### **M. Mandated Child Reporting**

If any employee believes or suspects there to be an issue concerning the health, safety or welfare of a student in accordance with 23 Pa. Code § 6311, Subchapter B Provisions and

Responsibilities for Reporting Suspected Child Abuse the employee must immediately report the concern to Child Line 800-932-0313. Only after the employee makes the report to Child Line may the employee report an Official Complaint to an Administrator.

### **Outside Employment**

Employees may not accept outside employment or volunteer activities that in any way interfere with their job responsibilities, reflects adversely on the school or gives the appearance of impropriety.

### **N. Personnel Records**

Only the Manager of Business Affairs and the Administrators have access to personnel records. An employee may review his/her own personnel record by requesting the record from the Chief Executive Officer/Principal (CEO/Principal) and examining it in the office. If you have any questions, please discuss them with the CEO/Principal or the Education Manager.

### **O. Professional Appearance**

Business attire is expected for all employees. It includes collared shirt and tie for men; dresses, skirt outfits or pant suits for women. It is essential that staff members dress a step above the students' dress code. Note: Tattoos must be covered at all times.

Dress Code, see Appendix D.

### **P. Professional Responsibilities**

The following list of professional responsibilities is expected of all City High staff:

- Being on time for work, classes (whether on-line or in person), meetings and all appointments (whether in person or remote)
- Having no food or drink in any student area
- Locking all classrooms when they are not in use
- Supervising students at all times
- Completing paperwork, attendance, grading and reports in a timely fashion
- Notify the Manager of Business Affairs if there is any change in your personal information

### **Q. School Property**

School property may not be removed from the school without prior approval from the CEO/Principal.

### **R. Smoking**

Smoking: It is against Pennsylvania law to smoke on any school property. This law applies equally to all employees, vendors, and visitors. School policy concerning smoking, smokeless, e-cigarettes, vaping products and/or chewing tobacco use states that such use must occur fifty (50) or more feet from any building owned, leased or being used for school purposes, such as testing, graduation, and at any school activities.

## **S. Social Media**

The Social Media policy includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or dairy, personal web site, social networking or affinity website or web bulletin board or a chat room, whether or not associated or affiliated with City Charter. The Social Media policy also applies to, but is not limited to: multi-media, social networking websites, blogs, texting, twitter, YouTube and wikis for both professional and personal use. Staff should not use social media websites for personal use during the work day.

Social media is an open forum accessible everywhere and anywhere. Staff should recognize that use of Social Media allows them to be continuously observed by students, other employees, parents, and community members, and that their actions and demeanor may impair their effectiveness as educators and employees.

Social Media Policy, see Appendix E.

## **T. Suicide Prevention Policy**

All staff receive training on risk factors associated with suicide ideation and suicide. For the full policy, see Appendix Q.

## **U. Technology – Acceptable Use Policy**

Acceptable Use of Technology Policy, see Appendix F.

## **V. Telephones and Cell Phones**

Telephones are for business use. However, if it is necessary to make a personal call, please make it as short as possible. Employees will be billed for personal long distance calls made from school phones. Cell phones are to be kept on silent during class times and are not to be visible to the students. Teachers should refrain from making personal calls during scheduled classes.

City Charter High School maintains a school cell phone. This cell phone is housed with the Security Staff. The phone number for this cell phone is 412-216-0495. Staff using this cell phone must agree to the cell phone policy and guidelines outlined in Appendix G before they can sign out the cell phone.

School Cell Phone Policy, see Appendix G.

## **W. Unlawful Harassment, Physical Abuse, Sexual Abuse, Sexual Misconduct, and Sexual Molestation Prevention Policy**

Also noted under our Sexual Harassment policy, our Unlawful Harassment, Physical Abuse, Sexual Misconduct, and Sexual Molestation Prevention Policy outlines procedures to prevent such abuse and that must be taken when suspected abuse occurs. See [page 30](#) for the full policy.

## **X. Weather Related Emergencies**

City Charter High School closing or delay announcements will appear on television channels KDKA, WTAE, WPXI as well as on the City High website. Staff will not report to work on snow days. If there is a two-hour delay, all City Charter High School staff will report at 9:00 a.m.

## **Y. Whistle Blower Policy**

This policy, adopted on July 8, 2009, is intended to protect an employee who makes a good faith report of wrongdoing or waste to a superior, from discharge, discrimination or retaliation.

### STATEMENT OF THE POLICY

A “good faith report” is a written or oral report of wrongdoing or waste, made without malice or consideration of personal benefit, when the person making the report has reasonable cause to believe is true.

### WHERE TO GO FOR HELP

Staff and non-students of the City Charter High School may contact the CEO/Principal or the Education Manager.

### CONDUCT WHICH MAY CONSTITUTE WRONGDOING OR WASTE:

- An employee’s actions or failure to act which results in abuse, misuse, destruction or loss of funds or resources of City Charter High School.
- Violations of any City Charter High School Policies including but not limited to the Employee Handbook.
- Violations of Federal, State or Local Laws.
- Wrongdoing does not include violations that are merely technical or minimal in nature.
- Conduct, which may constitute retaliation, discrimination or threats
- Discharge or threaten to discharge an employee who has made a good faith report.
- Change or threatened change of compensation, terms, conditions, location or privileges of employment because of a good faith report.

### PENNSYLVANIA STATE LAW

43 P.S. §§ 1421-1428 provides the statutory basis for this Whistleblower Policy. If this policy is violated state law provides that a person who claims a violation of this Policy may bring a civil action and may receive injunctive relief, damages, or both.

### NOTICE

Notice pursuant to 43 P.S. § 1428 has been provided to each employee of the City Charter High School in the form of an acknowledgment of the receipt of the Whistleblower Policy. The acknowledgment form must be signed by the employee and returned to the Administration. Any change in the policy will be communicated to every employee. (The Staff Handbook Sign-off sheet will serve as the acknowledgement form.)

### REPORTING TO OUTSIDE AGENCIES

- PA Human Relations Commission

- Pittsburgh Commission on Human Relations

## II. EMPLOYMENT

### A. At Will Employment

Even though you have signed a letter commencing your employment, working at City Charter High School is “at will.” “At will” means that employees are free to resign at any time, with or without cause or advance notice. Likewise, “at will” means that City Charter may terminate your employment with or without cause or advance notice at any time. The “at will” nature of an employee’s employment cannot be altered or modified by a City Charter administrator or other City Charter representative. Rather, when City Charter seeks to alter “at will” employment, it does so through a written agreement specifically guaranteeing employment consistent with terms approved in writing by the CEO or authorized designee.

The policies in this Employee Handbook are not intended to create a contract. The policies should not be construed to create contractual obligations of any kind or a contract of employment between City Charter or any employee. The provisions of this Employee Handbook have been developed at the discretion of Administration and may be amended or cancelled at any time, at the sole discretion of City Charter.

These provisions replace all other existing handbooks and may not be changed or added to without the express written approval of the CEO of City Charter and its Board of Trustees.

### B. Clearances/Certifications

All City Charter employees are required to have all clearances required by the Commonwealth of Pennsylvania including Act 34, Act 151, Act 168, and FBI Fingerprint. Every employee is required to obtain a Child Abuse History Clearance and Criminal Background Check as stipulated under PA Act 151, PA Act 34, Act 168 and FBI fingerprint verification. These documents must be kept on file in the employee’s personnel file and must be kept current. No employee will be permitted to work without these clearances. Employees are responsible for providing City Charter administration with updated clearances every five (5) years.

### Employee Relations

Any employee complaint/concern should be addressed to the CEO/Principal who will resolve the issue.

### C. Employment Application/Employment Verification

City Charter relies upon the accuracy of information contained in the employment application, as well as other data represented throughout the hiring process and employment. Any misrepresentations, falsifications or material omissions in any of this information or data may result in City Charters’ exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment. All individuals employed at City

Charter are also expected to comply with the employment eligibility verification requirements of the U.S. Department of Justice. All workers must produce the appropriate identification documents and complete a Form I-9 at the time of hire. Employment verification and assessment may only be provided by the CEO/Principal. Please refer all calls and mail to the CEO/Principal.

**D. Exempt/Nonexempt**

According to the Fair Labor Standards Act employees considered exempt are not entitled to overtime pay or time off for hours worked in excess of 40 hours in any given work week. (Excess hours include field trips, meeting with parents, or any other City Charter High School sponsored event.)

Nonexempt employees are entitled to time and one-half for hours worked in excess of 40 in any given work week. They may also be granted compensatory time off within the pay period during which the overtime was worked. All overtime must be approved by the CEO/Principal.

Staff members who participate in Professional Development sessions beyond their regularly scheduled work year, in the evening or on weekends will be provided with Act 48 credit and/or paid at the rate of \$20 per hour. Staff members will not be paid hourly rates for participating in conferences, etc. that are hosted by groups other than the school.

**E. Hiring and Staff Work-days**

The CEO/Principal is responsible for all hiring. Full-time employees are salaried employees and entitled to all benefits. Part-time employees are paid for hours worked and are not entitled to benefits.

Teachers, School Safety, and the School Nurse will work all of the designated school work days within the approved school calendar. Annually, the Cafeteria Manager/Staff work 6 fewer designated work days than teachers. Designated staff will work the following days in addition to the number of school work days in a calendar year:

<u>Category</u>	<u>Days</u>
Activities Manager	10
Assistant Principal	20
Chief Executive Officer/Principal	20
Counselors/Social Workers	5
Educational Leaders	5
Education Manager	20
Internship Manager	10
Facilities Manager	30
Office Staff	25
Technology Manager	20
Transition Manager	10

All of the above days are scheduled in coordination with the CEO/Principal.

Please note that designated holidays within the approved school calendar are included among work days. Work days do not include trimester breaks.

All staff members will scan in each morning and out each evening. Non-exempt employees must also scan in and out for lunch. The scan record is the official documentation of staff attendance.

When openings and opportunities for employment occur, postings will be placed externally (such as the City High website, PA Educator, and Monster.com).

As the COVID-19 pandemic has had a profound impact on educational operations throughout the country, City High has developed a working remotely policy. The Board of Trustees recognizes that working remotely at home or at another alternative location may be necessary. A full-time, part-time, or short-term remote work arrangement may also be granted by the CEO or designee to an individual employee, upon request, provided that the position is suitable for remote work; the employee has consistently demonstrated the ability to work independently and meet performance expectations; and the work arrangement does not hinder school operations. For more details, employees should refer to the full Working Remotely Policy.

#### **F. Nepotism**

The nepotism policy prohibits any employees who are family members from working in the same chain of command. Family members are defined as an employee's parent, child, spouse, domestic partner, brother, sister, grandparent, and any step relationships within the preceding categories. The policy also prohibits the hiring of any related family members of the Board of Trustees. Employees are required to disclose changes in their personal situations, which may be covered under the nepotism policy.

#### **G. Performance Evaluations**

Instructional Staff: City Charter High School complies with the Pennsylvania Department of Education's (PDE) requirements regarding the evaluation and support of teachers as they move from Induction through Instructional I to Instructional II certification. It is the educator's responsibility to maintain certifications, apply for Instructional II status with the state and complete ACT 48 hours according to state guidelines. Non-certification or not complying with ACT 48 regulations are grounds for dismissal.

Performance reviews occur within the context of classroom observations and promotion evaluations.

The CEO and/or an Administrator will hold an annual goal setting conference with each staff member during the first trimester of the school year.

Personnel records are kept in the Administrative Office pertaining to certifications, ACT 48 compliance, observations, annual evaluations (PDE 426 or 428) and performance reviews.

Non-instructional Staff: Performance reviews occur annually in June, July and August. Reviews are based on job descriptions and actual performance. Salary adjustments are made at that time.

#### **H. Professional Development**

Every teacher is provided with 2 hours and 5 minutes of Professional Development time daily. This time may be used for the following purposes:

- To attend seminars/courses relating to their current positions
- To plan with other staff
- To meet with parents and/or students
- To research and perfect lessons
- To design curriculum for course management.

Professional Development sessions are scheduled during the half-days and as part of the regular work calendar, and prior to the beginning and/or at the conclusion of each trimester.

Third trimester of senior year is a shortened trimester. Senior class teachers will have added opportunities for further staff development once the senior class has graduated. Some of these opportunities may be scheduled by City High Administration and some of these opportunities may be developed and/or initiated by teachers.

#### **I. Promotion Rubrics**

Promotion Rubrics can be found in the Business Office and on the City Charter High website (CityHigh.org).

#### **J. Reimbursement – Expenses**

Staff members will be reimbursed for supplies for classrooms, clubs or school-sponsored activities. Reimbursement requests must be submitted to the Manager of Business Affairs with proofs of purchase. Any purchases over \$50.00 must be approved by CEO/Principal or Education Manager prior to purchase.

The school will pay for school related expenses if they have been approved in advance. Expense Report forms are available from the Manager of Business Affairs. The current IRS Standard Mileage Rate is used to calculate the deductible costs of operating an automobile for business purposes. Expense reports should be completed and signed by the CEO/Principal within ten days of the incurred expense.

Reimbursements are included in employee paychecks.

#### **K. Reimbursement – Tuition, Educational Reimbursement**

City Charter High School provides an educational reimbursement for staff who obtains added college/education credits/degrees in the area that he/she is working. An annual \$3000 reimbursement is available. This reimbursement is per school year. A school year is August 15 to August 14 of following year.

Prior approval, by CEO/Principal, of college/education credits is required.

Staff must submit transcripts, and grades must be C or higher. The reimbursement is paid once all course work is completed and a transcript has been submitted.

Teachers may use the educational reimbursement for Praxis test fees. The educational reimbursement may be used to pay for the same Praxis test twice. Teachers taking the same Praxis test a third time may not apply the education reimbursement for this fee.

### III. PAYROLL

#### **A. Attendance Bonus**

A \$2,000 bonus is typically paid if an employee works every scheduled workday, whereby every day absent reduces the bonus by \$200. The bonus is prorated, based upon the actual hire date and the number of days worked in the contract year. If an employee does not complete their contract, they forfeit the attendance bonus.

The attendance bonus is paid with the August 15 payroll which is the final payroll of the contract year.

#### **B. Change of Status**

In order to maintain accurate records and provide employee benefits – medical, dental, vision, retirements - the Manager of Business Affairs must be notified within 30 days of the birth of a child, change in marital status, address, telephone number, insurance, payroll deductions, etc.

#### **C. Class Coverages and Additional Classes**

Occasionally, teachers may be asked to take over an additional class and become the teacher-of-record for that class for an extended period. Taking on an additional class, over and above the standard course load of 4 classes or 2 blocks, is strictly voluntary. The teacher managing an additional class for more than ten (10) consecutive days will be compensated at a rate of \$40/day beginning with day one of the coverage.

#### **D. Extracurricular Activities**

Staff that manages non-stipend, after-school activities will be compensated for their time at a rate of \$20/hour. Staff must meet with the CEO/Principal or designee prior to the start of the activity to sign a Memorandum of Understanding. The MOU must be signed yearly. Non-stipend activities will be paid monthly on the 30<sup>th</sup> of each month.

AV Club, Costa Rica, Drama, Robotics, SAGE, and Select Choir, are not paid on an hourly basis but on a stipend. The amounts below represent total stipends for these activities. Prior to the start of the activity, the staff member must provide the CEO/Principle with a budget and a timeline for the activity.

AV Club:	\$3,000	Costa Rica:	\$2,500*
Performing Arts:	\$8,000	Robotics:	\$7,000
SAGE:	\$4,000	Select Choir:	\$1,500
Yearbook:	\$2,500	Transportation:	\$1,500

\*-Split between two staff members: A designated Internship Manager received \$2,000 for year-round coordination while the Activities Manager receives \$500 for assisting with logistical student/family issues leading up to the trip.

**AFTER-SCHOOL TUTORING AND SAT PREP CLASS**

The coordinator of the SAT program and the after-school tutoring program will meet with the CEO/Principal or designee before the start of the activity to sign a Memorandum of Understanding. It is expected that the coordinator of the program will attend all sessions.

The pay rate for the coordinator of after-school tutoring is at \$38/hour. The pay rate for participating staff of after-school tutoring is at \$28/hour. The pay rate for SAT Prep class is at \$30/hour.

Study Club and SAT time sheets are due at the end of the trimester. Study Club and SAT program staff will be paid with the last paycheck of each trimester.

The coordinator of the SAT program and the Tutoring program will submit an Annual Report to the Education Manager at the end of each trimester. The Annual Report must include the following sections – Summary of Activity, Number of Students, and Budget.

**E. Overtime for Nonexempt Staff**

All overtime must be pre-approved by the CEO/Principal. Overtime is paid at two different rates – Time-and-a-half, and Straight-pay.

- Time-and-a-half: Nonexempt employees, who work more than 40 hours in a workweek, will be entitled to be paid at time-and-a-half for any additional hours at the employee’s hourly rate.
- Straight-pay: Nonexempt employees who work more than 40 hours in a workweek that includes a paid holiday, a non-work day or paid time off, will be paid at the straight-pay rate for any additional hours at the employee’s hourly rate.

**F. Pay Dates**

The school year begins August 15 and ends on August 14 of the following year. For those working from the beginning of the school year, each pay represents 1/24 of the annual salary. Staff receives two paychecks a month. Those hired during the school year will have a prorated salary to be paid during the remaining months of the school year.

Paydays are the 15th and 30th of the month. All employees are encouraged to have pay directly deposited into their bank accounts. Those who do not have direct deposit will have checks mailed to their homes on days that school is not in session. If a payday occurs on Saturday,

funds are deposited into accounts the previous Friday. If a payday occurs on Sunday, funds are deposited the following Monday.

### **G. Salary Schedules and Ranges**

Maintained in the Business Office. Employees are permitted to see the Salary Schedule for their position

### **H. Staff - Promotions**

Employees at City Charter High School are paid based on employment designation

- Apprentice, Journeyman, Expert, Educational Leader
  - Teachers, Counselors and the Nurse
- Level 1, 2, 3 and 4
  - Managers, Office Staff, Security

Instructional staff are promoted when they present their promotion portfolio and are approved by the Leadership team.

Positions designated as Level 1, 2, 3 or 4 are promoted by successfully completing the requirements indicated and presenting to the Administrative Team.

The promotion is effective the day of approval and is reflected beginning the next full pay period. The new salary is prorated based on a 200 day calendar, with X days at the current level and 200-X days at the new level.

If a leave occurs during the promotion process, the promotion timeline is interrupted. The timeline picks up and continues when the teacher returns from the leave.

### **I. Workweek Hours**

All staff members will be scheduled to work according to the staff school year calendar. For employees who work beyond the approved calendar per year education staff year, a calendar will be agreed upon prior to the start of each school year. All employees will work on student days. Designated holidays within the approved school calendar are included among work days. Also, please see section II.E. regarding City High's working remotely policy.

All full-time instructional staff are required to chaperone one school dance each school year AND to chaperone class field trips. Exceptions must be approved in advance by the CEO or Education Manager.

All staff members shall work 8 hours per day. In addition, 30 minutes are provided for lunch. The day begins at 7:45AM and ends at 4:15PM for all teachers. The work day for all other employees will be agreed upon by the employee and the CEO/Principal.

Part-time and Adjunct instructors work according to contracted hours.

## IV. TIME OFF

### A. Bereavement Leave

When a death occurs in the immediate family (spouse, domestic partner, child, parent, parent-in-law, brother, sister, brother-in-law, sister-in-law or a person living in the same household), five (5) days of absence with pay will be granted. Three days are granted for the death of a grandparent and one day is granted for the death of other relatives or close friends. (Bereavement Leave is not deducted from Attendance Bonus.) Employees must submit the Employee Time-off Verification Form to the Manager of Business Affairs the day following any absence.

### B. Family and Medical Leave (FMLA)

City Charter High School adheres to The Family and Medical Leave Act. The purpose and goal of the FMLA is to assist employees in balancing work demands and family needs by providing eligible employees with 12 weeks of unpaid leave under certain circumstances and to promote equal employment opportunities by granting leaves on a gender-neutral basis.

This is not a summary of the Act itself. The entire Act as well as definition of terms can be found at: <http://www.dol.gov/whd/fmla/index.htm>.

#### CIRCUMSTANCES FOR TAKING LEAVE:

Under FMLA, eligible employees can take up to a total of 12 work weeks of unpaid leave per 12 month measuring period for one or more of the following reasons:

- Because the birth of a child of the employee and in order to care for such child.
- Because of the placement of a son or daughter with the employee for adoption or foster care.
- In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
- Because of a serious health condition that makes the employee unable to perform the functions of his/her position.
- Because of any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

#### ELIGIBLE EMPLOYEE

An eligible employee is an employee of a covered employer who:

- Has been employed by the employer for at least 12 months, and
- Has worked for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave.

### C. Holidays

City Charter High School will be closed and employees will not be scheduled to work on the following holidays that don't occur during the trimester breaks:

New Year's Day, January 1

Rev. Dr. Martin Luther King Day, second Monday in January

Good Friday  
Memorial Day, last Monday in May  
Independence Day, July 4  
Labor Day, first Monday in September  
Thanksgiving Day, fourth Thursday in November  
Thanksgiving Friday  
Christmas Day, December 25th

**D. Illness and Emergencies**

Up to a cumulative total of five sick days may be used for illnesses and emergencies involving the immediate family. (Any days taken for Family Leave are subtracted from the Attendance Bonus.) All employees must submit the Employee Time-off Verification Form to the Manager of Business Affairs the day following the absence.

**E. Jury Duty**

If an employee is called to jury duty, please furnish a copy of the notice to the Manager of Business Affairs. Up to two weeks of full pay will be given for jury duty. Jury duty pay provided by the courts must be turned over to the school upon return from jury duty for those weeks when the employee is receiving full pay from CCHS. All employees must submit the Employee Time off Verification Form to the Manager of Business Affairs the day following the absence. All verification forms are available through the Business Office.

**F. Leave of Absence**

For staff participating in the City Charter High School benefits plan, full benefits will continue during the leave of absence. Employees may take up to 12 weeks Leave of Absence without pay for the following reasons:

- Illness
- Maternity
- Paternity
- Educational Study
- COVID 19 Pandemic

Staff will continue to pay the employee portion of the monthly Medical, Prescriptions, and Vision premium, the FSA contribution and supplemental insurance premium during their unpaid Leave of Absence. However, at the conclusion of the leave, the employee must return to work at City Charter High School for a time equivalent to the leave or will be required to reimburse the employer's share of benefits provided while on leave. Leaves of absence must be approved by the CEO/Principal.

When a teacher takes a one year leave of absence for study, he/she can apply to buy back the time from PSERS. Provided that the teacher who took the leave of absence, returns to City

Charter High School, they can begin the process to buy back the year. The teacher will have to pay the one year contribution. City Charter High School will pay its share to the state.

**G. Maternity/Paternity Leave (for the birth or adoption of a child)**

Employees will receive 5 PTO days in the instance of the birth or adoption of a child. Mothers may additionally use their short term disability insurance while they are on maternity leave. Short term disability insurance will start on the 6<sup>th</sup> day following the birth or adoption of their child. Typically, short term disability includes a one-week elimination period without pay; and continues for six (6) weeks (eight (8) weeks for a Caesarian section). If a physician determines that more than six/eight weeks of leave is medically necessary, short term disability insurance can continue for the additional weeks including the five (5) day elimination week. Employees may utilize sick days before the child is born, or after their disability leave has ended. Staff will continue to pay the employee portion of the monthly Medical, Prescriptions, and Vision premium, the FSA contribution and supplemental insurance premium during their unpaid Leave of Absence.

At the conclusion of the leave, the employee must return to work at City Charter High School for a time equivalent to the leave or will be required to reimburse the employer's share of benefits provided while on leave.

**H. Military Leave**

**PAID Military Leave:** All full time faculty and staff who are members of the Pennsylvania National Guard or any reserve component of the United States Army, Navy, Marine Corps, Air Force or Coast Guard shall be paid for up to fifteen workdays per calendar year while they are engaged in temporary military leave, including field training. All benefits will continue during this temporary leave. An Employee Time off Verification Form must be submitted to the Manager of Business Affairs the day following the absence.

**UNPAID Military Leave:** A leave of absence without salary for active military service shall be granted. Such leave may not exceed an aggregate maximum of sixty calendar months, unless a longer absence is provided by exception by law. An employee on extended military leave retains all of the rights of reemployment as required by federal and state laws. An Employee Time off Verification Form must be submitted to the Manager of Business Affairs the day following the absence.

**Medical/Health Benefits:** For a military leave of absence for a period of less than 31 days, an employee will not be required to pay more than the employee share, if any, for such coverage. For an extended military leave, a person may elect to continue coverage, however, the maximum period of coverage of a person and the person's dependents under such an election shall be the lesser of – (i) the 18-month period beginning on the date on which the person's absence begins; or (ii) the day after the date on which the person fails to apply for or return to a position of employment. If the election is made to continue coverage for the extended period, the person will be required to pay not more than 102% of the full premium under the plan.

All employees must submit the Employee Time off Verification Form to the Manager of Business Affairs the day following the absence.

Verification forms are available through the Business Office.

### **I. Personal Leave**

Ten (10) PTO (Paid Time Off) days of leave per year may be used for the purpose of personal or family illness, personal time or activities of the employee's choice. All employees must notify the Manager of Business Affairs the day following the absence.

Leaves will not be granted the day before or the day after a holiday or the trimester break. Personal Leave days may not be used consecutively – appended to a three (3) day week-end - unless pre-approved by the CEO/Principal.

PTO does not accrue from year to year.

Paid Time Off is prorated for employees who begin the work year after the August start date for staff. If an employee becomes ill during the course of the school day and must leave school, a sick day will be used. If an employee leaves after 12:00 PM a .5 sick day will be used.

Absences of more than two consecutive days or patterns of absences on Mondays and/or Fridays, the day before and/or the day after a holiday and the day before and/or after school vacations will require medical documentation.

PTO leave abuse may lead to termination or suspension.

If an employee is terminated with or without cause, the employee will not be paid for unused PTO nor will the employee receive the Attendance Bonus. PTO is prorated for employees who begin the work year after the August start date for staff.

If an employee is terminated with or without cause, the employee will not be paid for unused sick days nor will the employee receive the Attendance Bonus.

Beyond normal procedures and expectations regarding the use of PTO days, employees will be eligible for an additional two weeks of PTO due to the COVID 19 pandemic. This is afforded under the Families First Coronavirus Response Act for employees to care for themselves and/or family members impacted by the coronavirus.

Any employee who expects to be absent must call the CEO/Principal at home the evening before the expected absence. Call by 10:00PM or the morning of the absence between 5:00AM and 6:00AM or as soon as possible. Please call Dr. Allen at 412-719-9410.

Employees who are hospitalized overnight for any reason or for any amount of time, or who are returning from short or long term disability must provide written notification in the form of a "Release to Return to Work" from the physician.

### **K. Two-Hour Leave**

Staff may use up to two hours each month during non-instructional time for personal concerns such as doctor's appointments, family matters, etc. This time must be used in one hour increments and must be approved by the CEO/Principal in advance. Two hours may be used during instructional time considering extenuating circumstances at the discretion of the CEO/Principal.

Two-hour leaves will not be granted in April, August and December (months where the trimester break begins) for employees working 205 or less work days.

## **V. BENEFITS**

Note: The actual policies that govern the insurance plans can be reviewed in the school office. This section provides a brief summary.

### **A. Flexible Spending Accounts (FSA)**

Flexible Spending Accounts allow employees to set aside pre-tax dollars through payroll deductions for qualified out-of-pocket medical and dependent day care expenses. The window for opting into the City High FSA occurs in June.

To qualify for the FSA with UPMC, employees must elect to contribute at least 15% of the plan deductible to be placed on their card annually. The annual election may not exceed \$2,500. Additionally, employees can roll-over up to \$500 into the next year.

### **B. Life Insurance/Accidental Death and Dismemberment**

A \$10,000 life insurance policy will be provided for each full-time employee. Additional life insurance can be purchased for staff member's individual family members at the staff member's expense.

### **C. Medical Insurance**

Full-time employees have an opportunity to enroll in UPMC's comprehensive medical plan. The school pays 100% of the medical care premium and 90% for Dental and Vision. As a result of potential health care increased costs, City High reserves the right to request partial payment of the medical insurance premium by the covered employee.

A Group Health Plan (GHP) of any employer or employee organization of at least 20 employees must provide, to employees age 65 or older and to spouses age 65 or older of employees of any age, the same benefits under the same conditions as it provides to employees and spouses under age 65. (Federal Statute)

Employees may opt out of medical coverage if they are covered by medical insurance provided to a spouse. Those who opt out will be paid a \$2,000 stipend on August 15 - the end of the school year. If you elect to take either dental or eye insurance or both but do not take the medical insurance the cost of the dental and eye insurance will be deducted from the \$2,000.

Spouses of City Charter High School staff who work at City Charter High School are not eligible for the \$2,000 stipend.

For employees not returning to City High and whose final check is the 15th of the month pay, the full, monthly Medical, Prescription, and Vision premium will be deducted from the 15th of the month check.

#### **D. Retirement**

Existing full-time employees prior to July 1, 2017 are required to participate in the Pennsylvania Public School Employees Retirement System. Full-time employees hired after this date will participate in a 401k defined contribution program. See Alternative Retirement Program, Appendix H, Page 46

Both the school and the employee contribute to the benefit plan. Employee contributions are through payroll deductions.

(Payroll deduction, every pay, is variable depending on when an employee was enrolled in the system.) No school contribution is made to Pennsylvania Public School Employees Retirement System when an employee is on a Leave of Absence.

#### **E. Early Retirement Incentive**

City Charter High School's Early Retirement Incentive is offered to recognize long served employees of 14 years or more that are looking to move on with their careers either into retirement or to explore other opportunities beyond City High.

The incentive is as follows:

- A cash, one-time payment of \$20,000 upon early retirement.

To be eligible an employee must be:

Between the ages of 55 years old and 62 on the retirement date (except as provided below); and

Have at least 14 years of consecutive service at City High on the retirement date.

The early retirement may be delayed by the employee to a date not later than the last day of the school year in which the employee reaches 63 years of age.

This policy may be amended and/or rescinded at any time by the Board of Trustees in the Board's sole and absolute discretion.

#### **F. Short Term/Long Term Disability**

The school will provide Short Term and Long Term Disability coverage. Employees may choose to increase the amount of their benefit by enrolling in an additional plan provided by Colonial Insurance Company.

### SHORT-TERM DISABILITY

Short-Term Disability (STD) is provided to all full-time employees who have completed the elimination period.

To be eligible for the STD benefit you must be totally disabled due to sickness (illness, pregnancy or disease) or injury, and you are unable to perform all of the material duties of your occupation. The disability must be caused by an injury or sickness and must start while insured under the policy. The loss of a professional license, an occupational license, or a driver's license for any reason does NOT, by itself, constitute Total Disability. The STD benefit does not replace or provide benefits required by Worker's Compensation laws or any temporary disability insurance plan laws.

### SCHEDULE OF INSURANCE

Benefit Percentage:	66 2/3% of your base wage
Maximum Weekly Benefit:	\$750
Day Benefits Begin:	1st day for accidental injury, 6th consecutive day for sickness
Maximum Duration:	13 Weeks
Offset:	If you are receiving sick pay benefits or you are receiving 100% of your weekly pay for any reason that is considered a total offset to the STD benefit. You will NOT be able to collect 100% of your salary and receive STD benefits.

### LONG-TERM DISABILITY

Long-Term Disability (LTD) is provided to all full-time employees who have completed the elimination period. To be eligible for the LTD benefit you must be totally disabled due to sickness (illness, pregnancy or disease) or injury, and you are unable to perform all of the material duties of your occupation. The disability must be caused by an injury or sickness and must start while insured under the policy. The loss of a professional license, an occupational license or certificate, or a driver's license for any reason does NOT, by itself, constitute Total Disability.

### SCHEDULE OF INSURANCE

Pre-existing Condition Exclusion:	Benefits may be payable for a total disability due to a pre-existing condition for an employee who: was injured by the prior carrier's policy at the time of transfer to this policy with Lincoln Financial; and was Actively-At-Work and insured under this Policy on the Policy's effective date.
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For employees who became effective after the policy took effect will be subject to the pre-existing condition clause. Pre-existing Condition means sickness or injury for which the insured employee received medical advice or treatment within 3 months prior to the insured employee's effective date. The policy will not cover any Total or Partial Disability, which is caused or contributed by, or results from a Pre-existing Condition; and which begins in the first 12 months after the Insured Employee's Effective Date.

Benefit Percentage: 66 2/3% of your base monthly wage

Maximum Monthly Benefit: \$5,000

Day Benefits Begin: 90 calendar days of disability caused by the same or a related sickness or injury, which must be accumulated within a 180 calendar day period. Disability beginning on or after age 60 will limit the benefit duration.

<i>Age of Disabled Period</i>	<i>Maximum Benefit Period</i>	<i>Age of Disabled</i>	<i>Maximum Benefit</i>
Less than age 60	To age 65	65 years old	24 months
60 years old	60 months	66 years old	21 months
61 years old	48 months	67 years old	18 months
62 years old	42 months	68 years old	15 months
63 years old	36 months	69 and over	12 months
64 years old	30 months		

Maximum Duration: Own Occupation – is the period beginning at the end of the elimination period and ending 24 months later for the insured employee. After 24 months the definition of Own Occupation changes to any occupation.

Offset: If you are receiving sick benefits or you are receiving 100% of your monthly pay that is considered a total offset to the LTD benefit. You will not be able to collect 100% of your salary and receive LTD benefits.

The following will offset your LTD benefits – Worker's Compensation, the Jones Act; the Longshoreman's and Harbor Worker's Act; the Maritime Doctrine of Maintenance, Wages or cure; or any plan provided in place of one of the above plans.

It includes any benefits for partial or total disability, whether temporary or permanent. It also includes any amount the insured employee is eligible to receive under any state no fault auto insurance laws; Social Security Disability; employer's retirement plan; unreduced retirement and reduced retirement benefits.

**F. Social Security and Other Taxes**

The school matches dollar for dollar your contribution to your Social Security (FICA) account. The rates are established annually by the federal government. The school also pays Pennsylvania Workers' Compensation which covers job-related injuries or illnesses.

## APPENDIX A – FRAUD POLICY

### **1.1 Purpose of this Policy**

The City Charter High School (“CCHS”) fraud policy is established to facilitate the development of controls which will aid in the detection and prevention of fraud against CCHS. It is the intent of CCHS to promote consistent organizational behavior by providing guidelines and assigning responsibility for the development of controls and conduct of investigations.

### **1.2 Scope of Policy**

This policy applies to any fraud, or suspected fraud, involving Employees as well as any consultants, vendors, contractors, outside agencies doing business with employees of such agencies, and/or any other parties with a business relationship with CCHS.

Any investigative activity required will be conducted without regard to the suspected wrongdoer’s length of service, position / title, or relationship to CCHS.

Anyone who believes fraud has occurred should report such incident. Employees are protected under Pennsylvania’s Whistleblower Law, 43 P.S. §§ 1421 - 1428, from retaliatory actions by the employer.

### **1.3 Policy**

The Administration is responsible for the detection and prevention of fraud, misappropriations, and other inappropriate conduct. Fraud is defined as the intentional false representation or concealment of a material fact for the purpose of inducing another to act upon it to his or her injury. Each member of the Administration must be familiar with the types of improprieties that might occur within his or her area of responsibility, and be alert for any indication of irregularity.

### **1.4 Actions Constituting Fraud**

The terms defalcation, misappropriation, and other fiscal wrongdoings refer to, but are not limited to:

- 1.4.1 Any dishonest or fraudulent act.
- 1.4.2 Forgery or alteration of any document or account belonging to CCHS.
- 1.4.3 Forgery or alteration of a check, bank draft, or any other financial document.
- 1.4.4 Misappropriation of funds, securities, supplies, or other assets.
- 1.4.5 Impropriety in the handling or reporting of money or financial transactions.
- 1.4.6 Profiteering as a result of insider knowledge of CCHS activities.
- 1.4.7 Disclosing confidential and proprietary information to outside parties.
- 1.4.8 Disclosing securities activities engaged in or contemplated by CCHS to other persons.
- 1.4.9 Accepting or seeking anything of material value from contractors, vendors or persons providing services / materials to CCHS.
- 1.4.10 Destruction, removal or inappropriate use of records, furniture, fixtures, and equipment.
- 1.4.11 Any similar or related inappropriate conduct.

### **1.5 Other Inappropriate Conduct**

Suspected improprieties concerning an Employee's moral, ethical, or behavioral conduct, should be resolved by the Chief Administrative Officer ("CAO").

This Fraud Policy deals solely with fraud or suspected fraud, and does not alter the School Employee Handbook part J, entitled "Review Procedure Regarding Criminal Conduct and/or Misconduct."

If there is any question as to whether an action constitutes fraud, the Employee should contact the CAO for guidance. If the action may involve the CAO, the Employee should contact the Board of Trustees Chairperson.

### **1.6 Investigation Responsibilities**

After reporting the suspected fraud to the CAO, the CAO will determine which Employee will have the primary responsibility for the initial investigation of the suspected fraudulent acts. If the initial investigation substantiates that fraudulent activities have occurred, the CAO, with Board approval, will formulate CCHS's response and conduct additional investigation if necessary.

Decisions to prosecute or refer the investigation results to appropriate law enforcement and/or regulatory agencies for independent investigation will be made by the CAO after review with the Solicitor and the Board.

### **1.7 Confidentiality**

CCHS treats all information received confidentially. Any Employee who suspects dishonest or fraudulent activity must notify CCHS immediately, and should not attempt to personally conduct investigations or interviews / interrogations related to any suspected fraudulent act (see 1.8 Reporting Procedure below).

Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. This is important in order to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct and to protect CCHS from potential civil liability.

### **1.8 Reporting Procedures**

Great care must be taken in the investigation of suspected improprieties or wrongdoings so as to avoid mistaken accusations or alerting suspected individuals that an investigation is underway.

An Employee who discovers or suspects fraudulent activity must contact his or her immediate supervisor within forty-eight (48) hours from the discovery or suspicion of fraud, Saturdays, Sundays, and Holidays excepted. The Employee's immediate supervisor must report the suspected fraud to the CAO. If the suspected fraud may involve the Employee's immediate supervisor, the suspected fraud shall be reported directly to the CAO. If the suspected fraud may involve the CAO, the Employee or the immediate supervisor shall report to the Board of Trustees Chairperson.

The Employee or other complainant may remain anonymous. All inquiries concerning the activity under investigation from the suspected individual, his or her attorney or representative, or any other inquiry should be directed to the CAO. No information concerning the status of an investigation will be given out. The proper response to any inquiry is: "I am not at liberty to discuss this matter." Under no circumstances should any reference be made to "the allegation," "the crime," "the fraud," "the forgery," "the misappropriation," or any other specific reference.

The reporting individual should be informed of the following:

- Do not contact the suspected individual in an effort to determine facts or demand restitution.
- Do not discuss the case, facts, suspicions, or allegations with anyone unless specifically asked to do so by the CAO or Board.

### **1.9 Termination**

If an investigation results in a recommendation to terminate an individual, the recommendation will be reviewed by the Board of Trustees and the Solicitor before any such action is taken. The Board of Trustees does not have the authority to terminate an Employee. The decision to terminate an Employee is made by the CAO. Should the investigation involve the CAO, the decision to terminate shall be made by the Board of Trustees.

### **1.10 Administration**

The Board of Trustees is responsible for the administration, revision, interpretation, and application of this policy. The policy will be reviewed annually and revised as needed.

## APPENDIX B – EQUITY AND INCLUSION POLICY

City Charter High School defines **EQUITY** as the principle that all students, regardless of their identity or background, deserve high quality, rigorous, and academically challenging educational opportunities that facilitate post-secondary and career success and foster a strong sense of self-efficacy. In practice, this means that all educational opportunities, will reflect the diversity of the student population, affirm each student’s individual identity, and provide students with an education that is responsive to their lived experiences. City Charter High School acknowledges the inequalities that exist in our society, and commits to the elimination of any institutional barriers that perpetuate inequality or serve to marginalize or exclude students from ethnic, racial, gender, or socio-economic groups that have been traditionally under-represented and under-served. To this end, City Charter High School will employ the full spectrum of resources, services, and supports that maximize all students’ opportunity for success.

The goals are to...

**WELCOME** students to an environment that provides a sense of community, a feeling of belonging, and validation of their identities, with a particular focus on students from marginalized groups

**NURTURE** students’ physical, emotional, cultural, and educational well-being through all programs and services within our institution

**UPHOLD** the principles and practices of Equity in every aspect of our institution.

Therefore, City Charter High School strives to...

**SUPPORT** faculty through a Learning Community Model: faculty and staff will be provided with myriad resources, including but not limited to, strategic planning from administration, outside expertise on issues related to Equity, and various forms of professional development and collaboration on Equity-related issues. City Charter High School commits to pursuing additional resources that ensure a holistic understanding, awareness, and sensitivity to the multiple facets of student identity including: race, ethnicity, socioeconomic status, religion, gender, sexual orientation, immigration status, and other personal identities that impact school life.

## APPENDIX C1 – SEXUAL HARASSMENT POLICY

### Statement of Purpose

The Board of Trustees of City Charter High School prohibits sexual harassment of, or by, all persons within the school including, by way of illustration but not by way of limitation, all students, employees, applicants for employment, Board of Trustee members and non-employees who transact business within the school with or without compensation. This policy applies to conduct during and related to the operation of the schools, school sponsored activities, and all school business. The Board considers sexual harassment in the work and educational environment to be inappropriate and offensive. It will not be tolerated under any circumstances.

This policy adopted on July 10, 2002, is intended to help students and non-students recognize, understand, prevent and take corrective action to address sexual harassment and other inappropriate behavior of a sexual nature in the workplace and in instructional settings.

A copy of the complaint form can be obtained from the Manager of Business Affairs, in the school office.

### Definition of Sexual Harassment

Sexual harassment is unwanted and unwelcome behavior of a sexual nature which interferes with an individual's work or academic performance or of creating an intimidating, hostile, or offensive working or educational environment or of adversely affecting the employee's or student's performance, advancement, assigned duties or any other condition of educational programs, employment or career development.

### Where to Go for Help

Anyone associated with City Charter High School who has a concern regarding sexual harassment may contact the CEO/Principal or the Education Manager.

### Who May Be Involved in Sexual Harassment

- Male to Male
- Female to Female
- Male to Female
- Female to Male

### Conduct Which May Constitute Sexual Harassment

The following examples are intended to include all persons affiliated with the school, whether adults or children, students or non-students. These examples are provided to illustrate the type of conduct proscribed by this policy; the list is not exhaustive.

- Unwelcome leering, staring, sexual flirtations or propositions
- Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments or sexually degrading descriptions

- Unwelcome graphic verbal comments about an individual’s body or overly personal conversation
- Unwelcome sexual jokes, stories, drawings, pictures, or gestures
- Unwelcome spreading of sexual rumors
- Unwelcome touching of an individual’s body or clothes in a sexual way
- Cornering or blocking of a sexual nature of normal movements
- Displaying objects in a sexually suggestive manner in the educational or work environment
- Unwelcome teasing or sexual remarks about a student enrolled in a predominately single-sex class
- Purposely limiting of a sexual nature of a student’s access to educational tools
- Conditioning academic and/or student activity privileges on submission to unwanted sexual conduct from students or non-students as hereinafter defined

### Legal Protection

In addition to the Board of Trustees policy, there are several other federal and state measures that protect individuals from harassment discrimination and provide specific prohibitions against acts of discrimination or other unlawful conduct.

### Federal Law

- Title VII of the Civil Rights Act of 1964, as amended in 1972 and 1991, prohibits discrimination on the basis of sex in all terms, conditions or privileges of employment.
- Title IX of the Education Amendments of 1972, as amended, prohibits discrimination on the basis of sex in any education program or activity receiving federal financial assistance.

### Pennsylvania State Law

- The Pennsylvania Human Relations Act of 1955 prohibits discrimination on the basis of gender.

### Reporting to Outside Agencies

Any person who has been sexually harassed may have the right to file a complaint with federal, state or local regulatory agencies. Time limits for filing complaints with these agencies vary. The complainant should check directly with the agency for specific instructions for filing a complaint:

Federal Equal Employment  
Opportunity Commission  
100 Liberty Avenue  
Federal Building – Room 2038  
Pittsburgh, PA 15222  
412-644-3444

Pittsburgh Commission on  
Human Relations  
908 City-County Building  
414 Grant Street  
Pittsburgh, PA 15219-2464

Pennsylvania Human

Office of Civil Rights

Relations Commission  
State Office Building  
300 Liberty Avenue  
Pittsburgh, PA 15222-1210  
412-565-5395 215-656-8541

U.S Department of Education  
The Wanamaker Building, Suite 515  
100 Penn Square East  
Philadelphia, PA 19107

## APPENDIX C2 – UNLAWFUL HARASSMENT, PHYSICAL ABUSE, SEXUAL ABUSE, SEXUAL MISCONDUCT, AND SEXUAL MOLESTATION PREVENTION POLICY

**Adopted:** November 28, 2018

### **Purpose and Authority**

The Board of City Charter High School strives to provide a safe, positive learning climate for students. As such, City Charter High School does not permit unlawful harassment, actual or threatened acts of physical abuse, sexual abuse, sexual misconduct or sexual molestation (“Prohibited Conduct”) to occur in the workplace, or at any activity sponsored by, or related to an employee’s employment. In order to make this policy clear to all employees, volunteers, and staff members, we have adopted mandatory procedures that all employees, board members, individuals, and victims must follow when they reasonably suspect, learn of, or witness Prohibited Conduct. Complaints shall be filed within 60 days of the event giving rise to the complaint or from the date the Complainant could reasonably become aware of such occurrence. The Complainant will state the nature of the complaint and the remedy requested. School employees, volunteers, and students shall not engage in reprisal, retaliation, or false accusation against a victim, witness, or an individual who has reliable information about an act of sexual harassment.

### **Definitions**

Unlawful harassment, abuse, misconduct, or molestation means each, every, and all actual, threatened or alleged acts of physical abuse, sexual abuse, sexual misconduct, or sexual molestation performed by one person, or by two or more persons acting together.

For purposes of this policy, harassment shall consist of verbal, written, graphic or physical conduct relating to an individual's race, color, national origin/ethnicity, gender, age, disability, sexual orientation, religion or genetic information when such conduct:

1. Is sufficiently severe, persistent or pervasive that it affects an individual's ability to participate in or benefit from an educational program or activity or creates an intimidating, threatening or abusive educational environment.
2. Has the purpose or effect of substantially or unreasonably interfering with an individual's academic performance.
3. Otherwise adversely affects an individual's learning opportunities.

For purposes of this policy, sexual harassment, abuse, misconduct, and molestation shall consist of any unwelcome/unwanted sexual advance or any form of improper physical contact, sexual remarks; requests for sexual favors or any other inappropriate verbal, written, graphic or physical conduct of a sexual nature when:

1. Submission to such conduct is made explicitly or implicitly a term or condition of a student's academic status.
2. Submission to or rejection of such conduct is used as the basis for academic or work decisions affecting the individual.
3. Such conduct deprives a student of educational aid, benefits, services or treatment.

4. Such conduct is sufficiently severe, persistent or pervasive that it has the purpose or effect of substantially interfering with the *student's* school performance or creating an intimidating, hostile or offensive educational environment. This also includes conduct that is sufficiently severe, persistent or pervasive that also has the purpose or effect of substantially interfering with an *employee's* ability to perform their work or that creates an intimidating, hostile, or offensive educational environment.
5. Sexual harassment shall be considered among the most serious violations of the *Student Handbook* and treated as an offense that could lead to expulsion. As an employee, such misconduct could lead to termination.
6. Sexual harassment is strictly forbidden and will not be tolerated. Harassment of a student(s) by other students or any member of the staff is contrary to the Board's commitment to provide a physically and psychologically safe environment in which to learn. Additionally, such actions may be a violation of Federal or State law.
7. Examples of sexual conduct may include, but are not limited to:
  - a. Making sexual propositions or pressuring others for sexual favors.
  - b. Touching of a sexual nature.
  - c. Writing graffiti of a sexual nature.
  - d. Displaying or distributing sexually explicit drawings, pictures, or written materials.
  - e. Performing sexual gestures or touching oneself sexually in front of others.
  - f. Telling sexual or dirty jokes.
  - g. Spreading sexual rumors or rating others as to sexual activity or performance.
  - h. Circulating or showing emails or websites of a sexual nature.

### **Delegation of Responsibility**

In order to maintain an educational environment that discourages and prohibits unlawful harassment, physical abuse, sexual abuse, sexual misconduct, and sexual molestation, the Board designates the CEO/Principal or designee as the district's Compliance Officer.

The Compliance Officer shall publish and disseminate this policy and the complaint procedure at least annually to students, parents/guardians, 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 all aspects of unlawful harassment.

Each staff member shall be responsible to maintain an educational environment free from all forms of unlawful harassment.

Each student shall be responsible to respect the rights of their fellow students and district employees and to ensure an atmosphere free from all forms of unlawful harassment.

The CEO/Principal or designee shall be responsible to complete the following duties when receiving a complaint of unlawful harassment, physical abuse, sexual abuse, sexual misconduct, and sexual molestation:

1. Inform the student or third party of the right to file a complaint and the complaint procedure.
2. Inform the complainant that s/he may be accompanied by a parent/guardian during all steps of the complaint procedure.
3. Notify the complainant and the accused of the progress at appropriate stages of the procedure.
4. Refer the complainant to the Compliance Officer if the CEO/Principal is the subject of the complaint.

### ***Reporting Procedure***

All employees, volunteers, or staff members who learn of, have a reasonable suspicion of, Prohibited Conduct must immediately report it to the CEO/ Principal, or CEO'S designee of City Charter High School. In the event that the CEO/Principal is the subject of the investigation, a confidential report should be made to the Board Chair. The current Board Chair is David Lehman who can be reached at 412-302-1432 or [david.lehman@klgates.com](mailto:david.lehman@klgates.com). If the victim is an adult, the abuse, misconduct, or neglect will be reported by the designee immediately to the local or state police. If a child is the victim of abuse, misconduct, or neglect, the designee will immediately report the matter to the local or state police and/or to Pennsylvania's Child Abuse Agency (Child Line at [www.compass.state.pa.us/cwis/public/home](http://www.compass.state.pa.us/cwis/public/home) or 1-800-932-0313). Appropriate family members of the victim will be notified immediately of suspected child abuse, misconduct, or neglect. It is vital to report all incidents of sexual harassment immediately, regardless of how insignificant it may seem at the time. This will allow the CEO or the CEO's designee to immediately investigate and take appropriate action.

The designee making an oral report of suspected child abuse shall also make a written report, which may be submitted electronically, within 48 hours to the department or county agency if assigned to the case.

The written report of suspected child abuse shall include the following information if known:

- (1) The names and addresses of the child, the child's parents and any other person responsible for the child's welfare.
- (2) Where the suspected abuse occurred.
- (3) The age and gender of each subject of the report.
- (4) The nature and extent of the suspected child abuse, including any evidence of prior abuse to the child or any sibling of the child.
- (5) The name and relationship of each individual responsible for causing the suspected abuse and any evidence of prior abuse by each individual.
- (6) Family composition.
- (7) The source of the report.
- (8) The name, telephone number and email address of the person making the report.
- (9) Any actions taken by the person making the report which may include photographs or requesting protective custody for the child.
- (10) Any other information required by Federal law or regulation.
- (11) Any other information that the department may require.

### ***Investigation & Follow-Up***

Once reported, the CEO or designee will promptly, thoroughly, and impartially investigate the allegations within five (5) business days to determine whether there is a reasonable basis to believe that the Prohibited Conduct has occurred and whether the target of the investigation committed the Prohibited Conduct. City Charter High School may hire an independent third party to investigate the allegations depending on the circumstances. The school will fully cooperate with any investigation conducted by law enforcement or regulatory agencies and we may refer the complaint and the result of our investigation to those agencies. City Charter High School reserves the right to place a subject(s) of the investigation on an involuntary leave of absence or reassign that person to responsibilities that do not involve personal contact with individuals or students. To the fullest extent possible, but consistent with our legal obligation to report suspected and/or Prohibited Conduct to appropriate authorities, we will endeavor to keep the identity (ies) of the subject(s) and the alleged victim(s) confidential.

If the investigation substantiates the allegations, our policy provides for disciplinary action, including but not limited to termination of the subject's relationship with City Charter High School. If the Complainant is under 18 years of age, City Charter High School shall notify his or her parent(s)/guardian(s) and advise that they may attend investigatory meetings in which the Complainant is involved. The complaint and identity of the Complainant, Respondent, or Witnesses will only be disclosed as reasonably necessary in connection with the investigation or as required by law or policy. The Investigation may include, but is not limited to the following:

- A request for the Complainant to provide a written statement regarding the nature of the complaint;
- A request for the individual named in the complaint (hereinafter "Respondent") to provide a written statement;
- A request for witnesses identified during the course of the investigation to provide written statements; and
- Review and collection of documentation or information deemed relevant to the investigation.

The Investigator shall consider the totality of circumstances presented in determining whether the conduct constitutes sexual harassment. Upon completion of the investigation, the Investigator shall issue a written report with respect to the findings.

### ***Retaliation Prohibited***

City Charter High School prohibits retaliation against anyone, including an employee, volunteer, board member, student, or individual, who in good faith reports Prohibited Conduct. Retaliation against a participant in the investigation is prohibited. Anyone who retaliates against someone who has filed a good faith complaint of Prohibited Conduct, or intentionally provides false information to that effect, will be subject to discipline, up to and including termination.

### ***Decision***

If after an investigation, a student is found to be in violation of this policy, the student shall be subject to disciplinary actions outlined in the City Charter High School Student Handbook (pages 63-75). Unlawful harassment, abuse, misconduct, or molestation are considered serious violations of the Student Handbook, which can include expulsion as a disciplinary consequence. If after an investigation, a school employee is found to be in violation of this policy, the employee shall be disciplined by appropriate measures, which may include termination. If after an investigation a school volunteer is found to be in violation of this policy, the volunteer shall be subject to appropriate measures, which may include exclusion from school grounds. Individuals who knowingly file false sexual harassment complaints and any person who gives false statements in an investigation may be subject to discipline, as shall any person who is found to have retaliated against another in violation of this policy. Any school employee found to have retaliated in violation of this policy shall be subject to measures up to, and including, termination of employment. Any school volunteer found to have retaliated in violation of this policy shall be subject to measures up to, and including, exclusion from school grounds.

### **Appeal Procedure**

1. If the complainant is not satisfied with a finding of no violation of the policy or with the corrective action recommended in the investigative report, they may submit a written appeal to the Compliance Officer within fifteen (15) days.
2. The CEO/Principal and/or their designee shall review the appeal and the original investigative report and may also conduct a subsequent investigation.
3. The CEO/Principal and/or their designee shall prepare a written response to the appeal within fifteen (15) days. Copies of the response shall be provided to the complainant and the accused.

### Legal

1. 43 P.S. 951 et seq
2. 20 U.S.C. 1681 et seq
3. 29 CFR 1606.8
4. 29 CFR 1604.11
5. Pol. 103
6. Pol. 815

**ACKNOWLEDGEMENT OF RECEIPT OF UNLAWFUL HARASSMENT, PHYSICAL ABUSE, SEXUAL ABUSE, SEXUAL MISCONDUCT, AND SEXUAL MOLESTATION PREVENTION POLICY**

**I, \_\_\_\_\_, acknowledge that I have received and read the unlawful harassment, physical, sexual abuse, sexual misconduct, and sexual molestation policy. I understand and agree to comply with this policy. Further, I understand the possible consequences should I fail to follow the policy.**

**Name: \_\_\_\_\_**

**Signature: \_\_\_\_\_**

**Dated: \_\_\_\_\_**

## APPENDIX D – DRESS CODE POLICY

City High employees model the same dress code as students with the exception of our Facilities and Food Services staff. Below is an overview of parameters for professional attire at City High as shared with students.

The Dress Code at City Charter High School is professional. It also applies to haircuts, hair coloring, hair pieces, make-up, jewelry, accessories, visible tattoos and facial piercings. The Dress Code excludes attire that has any type of logo, text, political statement or branding. This restriction applies to buttons, pins or any other type of jewelry, clothing or paraphernalia.

The Dress Code applies at all school related activities and remains in effect when students participate in field experiences, Internships, college visits, classes at partner institutions and programs/activities incorporated into the school schedule. The Dress Code only changes on days when students participate in special field trips that require ‘dress down’ attire. Examples of these trips are Laurel Caverns, Camp Kon-O-Kwee and Ohio pyle.

City Charter High School sponsors a fall dance, semi-formal dance (Snowball) in the winter and a formal dance (Prom) in the spring. All of these events have a special dress code requirement which must be followed in order to attend the event.

At various times throughout the year, students are invited to special events (Robotics Competitions, Award Banquets, etc.) which require specific attire. Students are required to comply with the dress code requirement to participate as a representative of City Charter High School.

Because Fashions change quickly and unpredictably, City High cannot list all acceptable and unacceptable attire. **City High Administration reserves the right to determine if a student’s attire meets the acceptable dress code.**

### ACCEPTABLE BUSINESS ATTIRE

#### **Females and Students who Identify as Females**

- Collared dress shirt or dress blouse which completely covers the bust area, stomach, sides and back, and is not cut below the shoulder blade
- Sheer blouses worn with a camisole which conceals undergarments
- Vests and blazers worn over a school appropriate shirt or dress
- Dress pants which originate at the waist
- Ankle pants (may not be more than ONE INCH above the ankle)
- Dresses and skirts which are knee length or longer (in the front, sides and back)
- Skirts that originate at the waist
- Dresses that completely cover the bust area and are not cut below the shoulder blade
- Sleeveless dresses and blouses WORN WITH an appropriate sweater or blazer

- Make-up and jewelry which is business appropriate (as determined by the administration of City High).
- Hair and headbands that do not exceed 3 inches in width
- Dress shoes, closed toe
- Facial piercings must be a stud

### **Males and Students who Identify as Males**

- Oxford style collared dress shirts, polo style shirts and turtlenecks tucked into pants
- Vests and blazers worn over a school appropriate shirt
- Dress pants which are full length and originate at the waist
- Business appropriate jewelry as determined by the administration of City High
- Oxford style lace-up or loafer type shoes
- Facial piercings must be a stud

City High cardigans are available in red and black. These sweaters can be purchased through the Activities Manager.

### **THE FOLLOWING ITEMS ARE NOT APPROPRIATE CITY HIGH ATTIRE**

- Camouflage print, denim and denim look clothing in any item or in any color
- Chest logos, pictures, insignias or branding (Logos on polo-style shirts MAY NOT exceed 2” in diameter)
- Dickie’s shirts, tank tops, cami’s, tee shirts
- Shirts, sweaters and vests with a hood
- Cargo pants
- Yoga pants, stretch pants, leggings, Capri’s, MC Hammer pants, overalls, shorts, pajama bottoms, jogger style pants
- Pants with more than 2 pockets in the front and 2 pockets in the back
- Pants with pockets that originate below the waist, have rivets, studs, writing, logos or pictures
- Pants with pockets stitched on the outside of the pants
- Pants that are gathered at the ankle with elastic or ties
- Dress and skirt splits which are more than 3” above the knee
- Clothing with cut-outs, (including ripped or torn items)
- Jewelry and belts made with bullets, bullet casings or pointed studs or anything that can be used as a weapon
- Earrings which exceed 3” in length or diameter
- Hats, scarves, hoods, wave caps, shower caps, sweatbands, bandannas, sunglasses, non-prescription glasses, non-professional headbands, headsets, combs, picks, curlers, knit headbands and scarves intended as outer-wear

- Slippers, moccasins, flip-flops, Sperry's (or Sperry type boat shoes), shoes with a sneaker bottom, shoes that cover the ankle, shoes worn as flip-flops/slippers
- Sagging pants
- Rolled pant legs
- Clothing which reveals under-garments (this includes skirts and dresses worn without a slip, AND light colored shirts and pants worn over bright colored undergarments, AND clothing which reveals the outline of undergarments).
- Clothing which does not adequately cover private body parts (including cleavage)
- Clothing with inappropriate words, slogans, pictures or insignias
- Clothing that has to be pinned to be appropriate (i.e., a skirt with an inappropriate split may not be pinned to be in dress code; a shrug may not be pinned in lieu of wearing a button down or pull over sweater to cover an inappropriate shirt)

Students with inappropriate tattoos on their arms must wear long sleeves. (Administration reserves the right to determine if a tattoo is appropriate or inappropriate.)

## APPENDIX E – SOCIAL MEDIA POLICY

As an organization with a commitment to quality of education and the safety of our students, as well as the preservation of our outstanding reputation as a school, the standards for appropriate online communication at City Charter High School are necessarily high. While we respect the right of students, employees, alumni, and other members of our community to utilize the variety of social media options available, we must insist that the following standards be met by our students and faculty at all times, as well as by alumni and all other users who participate in City Charter High School-sponsored sites.

The City Charter High School (“School”) Social Media Policy (“Policy”) establishes rules and guidance for the use of social media by students, parents/guardians, employees and guests<sup>1</sup> (collectively “User”).

### I. City Charter High School Social Media Comments and Participation

Comments to City Charter High School -sponsored sites, such as its Website via blogs, online forms, etc., or social media sites, are welcome and encouraged, and we look forward to hearing from you. To promote respectful discussion within this forum, we request that you be courteous and productive and avoid comments that are profane, obscene, offensive, sexually explicit, inappropriate, inflammatory or otherwise objectionable. Blogs often foster debate of an issue; users are to engage in such exchanges with mutual respect for others’ opinions.

For the privacy of users and their families, please assume that all postings to City Charter High School -sponsored sites will be publicly available on the Internet and therefore publicly accessible without limitation or protection of any kind. Please consider how much personal information to share, with the understanding that this information may be linked to your name and published on the Internet.

By posting a comment or other material to City Charter High School -sponsored sites as outlined above, users give City Charter High School the irrevocable right and license to exercise all copyright, publicity, and moral rights with respect to any content you provide, which includes using your submission for any purpose in any form and on any media, including but not limited to: displaying, modifying, reproducing, distributing, creating other works from, and publishing your submission. City Charter High School reserves the right to review all comments before they are posted, and to edit them to preserve readability for other users.

City Charter High School has the right, but not the duty, to inspect, review, or retain electronic communication created, sent, displayed, received or stored on and over the school’s server and network, as well as to monitor, record, check, track, log, access or otherwise inspect all communication on its server and network.

This includes school issued technology, personal computers and electronic devices, and databases, files, software and social media that contain City Charter High School (program, event, student, staff) information and data.

City Charter High School further reserves the right to reject or remove comments for any reason, including but not limited to our belief that the comments violate this Comment Policy, to determine in its sole discretion which submissions meet its qualifications for posting, and to remove comments for any reason, including but not limited to our belief that the comments violate this Policy. Any submissions that fail to follow this Policy in any way or are otherwise irrelevant will be removed.

The School also reserves the right to amend this Policy from time to time in our judgment to address issues that may arise and changes in our operations or the law.

In posting material on City Charter High School-sponsored sites, you agree NOT to:

- Post material that City Charter High School determines is threatening, harassing, illegal, obscene, defamatory, slanderous, or hostile towards any individual or entity.
- Post phone numbers, email addresses or other confidential information of students, faculty, or any other person other than yourself. If you choose to post your own contact information for any reason, please be aware that the information will be available to the public and is, therefore, subject to misuse.
- Post material that infringes on the rights of City Charter High School or any individual or entity, including privacy, intellectual property or publication rights.
- Post material that promotes or advertises a commercial product or solicits business or membership or financial or other support in any business, group or organization except those which are officially sponsored by City Charter High School, except in designated areas specifically marked for this purpose.
- Post chain letters, post the same comment multiple times, or otherwise distribute “spam” via the City Charter High School -sponsored site.
- Allow any other individual or entity to use your identification for posting or viewing comments.
- Post comments under multiple names or using another person’s name.

City Charter High School reserves the right to do any or all of the following:

- Ban future posts from people who repeatedly violate this Policy. We may affect such bans by refusing posts from specific email addresses or IP addresses, or through other means as necessary.
- Remove or edit comments at any time, whether or not they violate this Policy.

User agrees to indemnify and hold harmless City Charter High School, its affiliates, directors, employees, successors and assigns against any damages, losses, liabilities, judgments, causes of action, costs or expenses (including reasonable attorneys’ fees and costs) arising out of any claim by a third party relating to any material user has posted on City Charter High School -sponsored sites.

By posting a comment or material of any kind on a City Charter High School-sponsored site, the user hereby agrees to the Policy set forth above.

## II. Faculty Use

City Charter High School respects the right of employees to use social media and networking sites, as well as personal websites and blogs, but it is important that employees' personal use of these sites does not damage the School's reputation, its employees, or its students or their families. Employees should exercise care in setting appropriate boundaries between their personal and public online behavior, understanding that what is private in the digital world often has the possibility of becoming public, even without their knowledge or consent. City Charter High School strongly encourages all employees to carefully review the privacy settings on any social media and networking sites they use and exercise care and good judgment when posting content and information on such sites.

When using a social media site, an employee may not include current students as "friends," "followers," or any other similar terminology used by various sites. If an employee maintains or participates in a City Charter High School-sponsored online community that extends to persons who are parents, alums, or other constituents, s/he must exercise good judgment about any content that is shared on the site. Additionally, employees should adhere to the following guidelines, which are consistent with the School's workplace standards on harassment, student relationships, conduct, professional communication, and confidentiality:

- An employee should not make statements that would violate any of the School's policies, including its policies concerning discrimination or harassment;
- The employee must uphold the School's value of respect for the individual and avoid making defamatory statements about the School, its employees, its students, or their families;
- An employee may not disclose any confidential information of the School or confidential information obtained during the course of his/her employment, about any individuals or organizations, including students and/or their families.

If the School believes that an employee's activity on a social networking site, blog, or personal website may violate the School's policies, the School may request that the employee cease such activity. Depending on the severity of the incident, the employee may be subject to disciplinary action.

### III. Creating and Maintaining Official Social Networking Sites

All "official" City Charter High School social networking sites must be approved by the CEO/Principal and Education Manager and should adhere to the following standards:

- Logos and graphics used on the site must be consistent with the branding standards and usage guidelines of the School;
- Sites that accept comments or postings by anyone other than the site administrator must be diligently monitored to ensure that information displayed fits within these guidelines and is appropriate to the subject matter of the page;
- Students should not be expected to utilize the site as the only source of important information since student access to social networking sites is restricted on the City Charter High School network.

Unauthorized pages that have not been created by the site administrator and approved by CEO/Principal AND Education Manager will be treated as personal pages, and are therefore limited to the standards provided above.

The City Charter High School Social Media Policy applies no matter where the use occurs whether brought onto school property, to a school sponsored event, or connected to the school's network, or when using mobile commuting equipment and telecommunications facilities in protected or unprotected areas or environments, directly from home, or indirectly through another social media or internet service provider, as well as by other means. All actions must be conducted in accordance with the law, assist in the protection of City Charter High School resources, insure compliance with this Social Media Policy, its administrative regulations as well as local, state and federal laws. City Charter High School will cooperate to the extent legally required with social media sites, internet service providers, local, state and federal officials in investigations or with other legal requests, whether criminal or civil actions.

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<sup>1</sup> Guests include, but are not limited to, visitors, workshop attendees, volunteers, board members, independent contractors and consultants.

## APPENDIX F – ACCEPTABLE USE OF TECHNOLOGY POLICY

City Charter High School promotes the use of networked computer technology in its instructional program in order to facilitate learning and teaching through interpersonal communications, access to information, research and collaboration. Towards this end, all staff and students are provided with a laptop/computer for educational activity at school and home. This acceptable use policy provides an ethical framework for using networked computer technology in a positive and constructive manner.

City Charter High School reserves the right to log network use, to monitor fileserver space utilization by users, to restrict access to external network sites and to monitor e-mail usage.

### PURPOSE

The purpose of this policy is to set forth policies and guidelines for access to the City Charter High School network and computer system as well as acceptable and safe use of the Internet, including electronic communications.

### LIMITED EDUCATIONAL PURPOSE

City High is providing students and employees with access to the network/computer system, which includes Internet access as well as various software packages. The purpose of the system is more specific than providing students and employees with general access to the Internet. The school computing technology system has a limited educational purpose, which includes use of computing technology for classroom activities, educational research, and professional or career development activities. Users are expected to utilize computers, network and Internet access to further educational and personal goals consistent with the mission of City High and school policies. Any other activity, which might be acceptable on a user's private personal account on another system, may not be acceptable on this limited-purpose educational network.

### USE OF SYSTEM IS A PRIVILEGE

The use of City High computing technology and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of City High computing technology and/or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school policies, including suspension or termination of employment; or civil or criminal liability under other applicable laws.

### INTERNET FILTERING

With respect to any school owned device with Internet access via the school's network or use of computing technology resources on an outside network, the school can monitor online activities and will employ technology protection measures during any use of such computers. The technology protection measures utilized are considered reasonable attempts to block or filter Internet access while at school and/or off school property (using school computers) to any visual depictions or web sites that are not considered appropriate for the school's educational mission

and goals. The technology protection measures may also be applied to computing technology devices not owned by the school, but given permission for use on the school networks.

#### CONSISTENCY WITH OTHER SCHOOL POLICIES

Use of City High computing technology resources and use of the Internet shall be consistent with school policies and the mission of City High.

#### LIMITED EXPECTATION OF PRIVACY

1. By authorizing use of City High computing technology resources, City High does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on City High system.
2. Routine maintenance and monitoring of City High computing technology resources may lead to a discovery that a user has violated this policy, another school policy, or the law.
3. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school policy.
4. School employees should be aware that City High retains the right to investigate or review the contents of their school social networking accounts, school web sites, text messages, files, data and other materials in files and e-mail files that are generated using school accounts and/or school computing technology resources.
5. City High will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school policies conducted through City High computing technology resources.

#### LIMITATION ON SCHOOL LIABILITY

Use of City High computing technology resources is at the user's own risk. The system is provided on an "as is, as available" basis. City High will not be responsible for any damage users may suffer, including, but not limited to, loss, damage or unavailability of data stored on school owned diskettes, tapes, hard drives or servers, or for delays or changes in or interruptions of service or mis-deliveries or non-deliveries of information or materials, regardless of the cause.

City High is not responsible for damaged, lost, or unobtainable data stored on non-school owned, personal storage devices such as thumb drives, flash drives, USB hard drives, etc. City High will not be responsible for financial obligations arising through unauthorized use of the computing technology resources or the Internet.

#### UNACCEPTABLE USES OF TECHNOLOGY

The following uses of City High computing technology and Internet resources or accounts are considered unacceptable. This list is by no means exclusive and City High reserves the right, at its sole discretion, to determine whether a particular use is considered inappropriate or unacceptable:

1. Accessing profane or obscene material, material suggesting illegal acts and material advocating violence or discrimination.
2. Using the access for illegal acts.
3. Attempts to access any resources that are restricted, confidential or privileged.
4. Posting chain letters.
5. Internet Relay Chat, news groups, or mailing list participation unless directed and supervised by a staff member for a classroom assignment.
6. Granting Internet or Network access to unauthorized persons intentionally or unintentionally, or failing to notify a teacher or administrator if you suspect someone of using your password.
7. Posting personal contact information.
8. Agreeing to meet someone met online without parental approval and under the supervision of a teacher or authorized adult.
9. Attempts to disrupt access.
10. Causing damage to our changing function, operation or design of technology.
11. Using obscene, profane, lewd, vulgar, rude, inflammatory, threatening language.
12. Harassing another person.
13. Posting false or defamatory information.
14. Plagiarizing information found on the Internet.
15. Disregarding the rights of copyright owners on the Internet.
16. Posting web pages without the consent of a teacher or authorized adult.
17. Conducting business unrelated to City Charter.
18. Buying or selling any products or services.
19. Engaging in acts of bullying, harassment, intimidation, and/or threatening conduct including, but not limited to such conduct committed or furthered by means of an electronic act.
20. Using school provided devices to send, receive, or in any way access sexually explicit pictures and messages.

An employee engaging in the foregoing unacceptable uses of computing technology resources and/or of the Internet when off school premises may be in violation of this policy as well as other school policies. Examples of such violations include, but are not limited to, situations where City High computing technology resources are compromised or if a school employee or student is negatively impacted. If City High receives a report of an unacceptable use originating from a non-school computer or resource, City High may investigate such reports to the best of its ability. Employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to City High computing technology resources and the Internet and discipline under other appropriate school policies, including reprimand or termination of employment.

Employees should not use personal email, text messaging, instant messaging or social networking sites to contact a student outside of an approved educational and/or classroom setting. Engaging in social networking friendships with a student is a violation of professional boundaries and may result in disciplinary actions. Materials that employees post on social networks and that is publicly available must reflect the professional image applicable to the

employee's position. It must not impair the employee's capacity to maintain the respect of students and parents or impair the employee's ability to serve as a role model for children.

City Charter High School's CEO/Principal shall review, and resolve all instances of inappropriate use of school technology.

City Charter High School shall not be responsible for any unauthorized charges or fees resulting from access to the Internet or Internet resources.

Network accounts will be used only by the authorized owner of the account and for its authorized educational purpose. All communications and information accessible via the network should be assumed to be private property and shall not be disclosed. Network users shall respect the privacy of other users on the system.

## SECURITY

System security is protected through the use of passwords. Failure to adequately protect or update passwords could result in unauthorized access to personal or school files. To protect the integrity of the system, the following guidelines shall be followed:

- Only current staff and students are authorized to have accounts on the City Charter High School network.
- Staff and students shall not reveal their passwords to another individual.
- Users are not to use a computer that has been logged in under another student's or staff member's name.
- Any user identified as a security risk or having a history of problems with other computer systems may be denied access to the school network.

## HOME USE

Every staff member at City Charter High School is provided with a laptop. The laptop, like all technology, is a tool for learning. The laptop is the responsibility of the staff member for the time he/she is at the school.

Staff will have access to the same laptop resources from home as they have at school. All guidelines for Acceptable Use of Technology that apply in school, also apply for home use.

## ADDITIONAL SOFTWARE

Staff members are not allowed to load additional software on their laptop computers unless approved by the Technology Manager.

## CONSEQUENCES FOR INAPPROPRIATE USE

The network/Internet user shall be responsible for damages to the equipment, systems, and software resulting from deliberate or willful acts.

Illegal use of the network/Internet; intentional deletion or damage to files or data belonging to others; copyright violations or theft of services will be reported to the appropriate legal authorities for possible prosecution.

Vandalism will result in cancellation of access privileges. Vandalism is defined as any malicious attempt to harm or destroy data of another user, Internet or other networks or hardware. This includes but is not limited to the uploading or creation of computer viruses.

**PRIVACY:** For the protection of our students, all users are advised and should be reinforced by parents/guardians to NEVER disclose personal information over the network or Internet, including but not limited to, home address, physical description, age, route to and from a location, or any other personal information that could threaten the safety, identity, and security of our students.

Electronic information and communication sent to, received by, or accessed on City Charter-owned property, networks, and/or hardware, remain the property of City Charter. City Charter reserves the right to monitor electronic activities and communications.

**COLLECTION, USE AND DISCLOSURE OF INFORMATION:** City Charter employs the Google Apps suite of products for student use. These applications are powered by Google but administered by City Charter. Google Apps integrates with the school's standard web single sign-on system using the SAML2.- standard. These single sign-on systems are owned by City Charter and housed in a secure datacenter within the school. Such systems permit students to access Google Apps only after their school-assigned credentials are authenticated by the systems. City Charter student email is provided as part of Google Apps. City Charter utilizes a set of security tools that allow the school to restrict electronic communications to within the City Charter domain or school-affiliated domains. City Charter provides Google Apps and student email accounts to students for educational purposes only. City Charter is the sole owner of user data. The Google Apps Terms of Service assures City Charter that the controls, processes and policies that protect user data in Google's system adhere to strict auditing standards; and that Google complies with applicable laws and regulations, including but not limited to applicable privacy laws and the Family Education Rights and Privacy Act (FERPA).

**GOOGLE G SUITE ACCOUNT USAGE:** The Google G Suite for Education is utilized across all aspects of the school for educational purposes. This account will potentially provide the student's name to Google G Suite Applications and other third party educational applications. Parents/Guardians consent to the creation of a Google G Suite account for all students by the School to be utilized for school communication, lesson activity completion, and as means for logging into third party educational applications that utilize a Google account single sign on protocol.

**GOOGLE APPS:** Google Docs is a component of Google Apps. It is a collaborative tool that allows multiple users to collaborate on a single document in real time. City Charter teachers or staff may assign students to use Google Docs to collaborate on assignments or projects. Students are to use this application for these purposes only. Using Google Docs for unauthorized communication with other students such as passing notes is unacceptable and will not be permitted.

**WEBCAM:** With technology advancing at such a rapid pace, it is important that we offer our students the tools needed to get the most out of their educational experience. With the growing use of video collaboration tools in schools, City Charter may choose to offer webcams to some students. City Charter webcams may be used for face-to-face video meetings between students and staff or parents and staff. They may also be used as educational tools as directed by School Administration. These webcams may be external USB devices that can be connected to student computers as needed or built into the school issued computer. It is the personal responsibility of each student and staff member to use webcams in an appropriate manner, in accordance with the acceptable usage outlines on Page 1 of this policy. City Charter does not employ the use of webcams to help enforce any polices or asset tracking, nor does the school use webcams to remotely monitor end use activity.

**TABLETS:** City Charter is committed to providing a learning environment that will enable students to succeed in a constantly evolving technological landscape. The School believes in the importance of providing students with the 21st century skills they need to become self-motivated learners. To accomplish this vision, City Charter may choose to loan tablet devices to some students. The following guidelines must be adhered to:

1. Students are expected to use tablets appropriately for educational purposes.
2. Students should not attempt to change the configuration of the devices or removed installed profiles.
3. Chrome Web Store free apps may be installed; however, only those free apps with an app store age appropriate level may be installed.
4. City Charter will not reimburse for any paid app.

Restrictions will be implemented on each tablet. CIPA-compliant Internet filtering will be installed similar to laptop filtering. This filter is a Web browser that replaces a tablet's default browser on City Charter tablets. Devices like a tablet can be a valuable tool to encourage students to use technology to research, explore, and be creative.

**NETWORK SECURITY:** Using the guidelines of the U.S. Children's Internet Protection Act of 2000, City Charter has implemented a technology protection measure (Internet site filtering software) to prevent all users of the network from accessing inappropriate Internet sites.

"Inappropriate Internet sites: include the following content: Anything that falls under at least one of the categories below shall be blocked/filtered. This list will be updated/modified as required.

**NUDITY/PORNOGRAPHY:**

1. Prevailing U.S. standards for nudity (e.g., genitalia, female breasts)
2. Provocative semi-nudity (i.e., lingerie models)
3. Sites which include pornography or links to pornographic sites
4. Exceptions: Classical nudity (e.g., Michelangelo), swimsuit models

**SEXUALITY:**

1. Sites which contain material of a mature level (elementary/middle school levels)
2. Images or descriptions of sexual aids

3. Descriptions of sexual acts or techniques
4. Sites which contain inappropriate personal ads

**VIOLENCE:**

1. Sites which promote violence
2. Images or a description of graphically violent acts (rape, dismemberment, torture, etc.)
3. Graphic autopsy or crime-scene images

**CRIME:**

1. Information on performing criminal acts (e.g. drug or bomb making, computer “hacking”)
2. Illegal file archives (e.g., software privacy)

**DRUG USE:**

1. Sites which promote the use of illegal drugs
2. Materials advocating the use of illegal drugs (e.g., marijuana, LSD) or abuse of any drug (e.g., drinking-game rules)
3. Exception: Material with valid-educational use (e.g., drug-use statistics)

**WARRANTY**

Every City Charter High School laptop contains a 4 year warranty. This will provide complete protection for all repairs, accidental breakage and maintenance. The staff member should never have to pay for any laptop repair.

Damage done to the computer through misuse, vandalism or repeated breakage, must be paid for by the staff member responsible for the computer. In case of misuse, vandalism or repeated breakage, the following approximate costs will be incurred by the employee and paid to City Charter High School:

Keyboard Breakage:	\$35
Screen Breakage:	\$300
Plastic Case Replacement:	\$150
Palm Rest	\$35
Motherboard	\$450

Staff is also responsible for lost laptops or their components. Loss is not covered by the school’s commercial insurance policy. If a staff member loses a laptop, battery or charger he/she must pay the school for the item. In case of loss, the following approximate costs will be incurred by the employee and paid to City Charter High School:

Charger Replacement:	\$30 - \$60
Battery Replacement:	\$95 - \$150
Laptop Loss:	\$500.00

City Charter High School defines theft as when a staff member either 1) has his/her laptop equipment forcibly taken from his/her possession or 2) has his/her laptop taken when it is locked

up. If a staff member's laptop is stolen the staff member must produce a Police Report to City High:

Theft w/Police Report:	1st Occurrence – No Cost
	2nd Occurrence - \$500
	3rd or more Occurrence - \$1500

## APPENDIX G – SCHOOL CELL PHONE POLICY

### GENERAL

All cell phone devices remain the property of City Charter High School.

City Charter High School may keep all records pertaining to an employee and his/her cell phone usage on file for review.

City Charter High School reserves the right to require reimbursement for inadvertent or emergency personal calls.

### GENERAL USE

In an effort to provide immediate access between the School and its employees, City Charter High School will provide cell phones to certain employees.

The cell phones are to be used only for school business.

### PERSONAL USE

Personal Calls are not permitted on school-provided cell phones.

If an employee has a personal emergency that requires use of the school-provided cell phone, the employee is permitted to use the cell phone and shall advise the administration of the reason for the personal calls.

### USE WHILE DRIVING

Employees who must use a cell phone for school use are expected to refrain from using their cell phone while driving.

Employees are strongly encouraged to pull off to the side of the road and safely stop the vehicle before placing or accepting a call.

### CAMERA PHONES

City Charter High School-provided cell phones that may be equipped with a camera feature. In order to secure the privacy of its employees and its students, the camera feature should not be used except for school business or emergencies related to the school.

### RESPONSIBILITIES

City Charter High School employees shall comply with applicable laws regarding the use of cell phones, especially those which pertain to the use of cell phones while driving.

It is generally recognized that cell phone transmissions are not secure. Therefore, employees must use discretion in relaying confidential or sensitive information over cell phones. An employee in possession of a school-provided cell phone is expected to protect the cell phone from loss, damage or theft.

## LIABILITIES

Employees who are charged with traffic violations resulting from the use of a cell phone provided by City Charter High School while driving will be solely responsible for all liabilities that result from such actions.

Violations of this school-provided cell phone policy may result in disciplinary action.

Phone records may be audited for compliance.

## LOSS, THEFT, DAMAGE, WARRANTY

Loss – The employee is responsible for a lost cell phone. If an employee loses a cell phone, the cost of the cell phone will be reimbursed by the employee to City Charter High School.

Theft – City Charter High School defines theft as follows: (1) the employee has his/her cell phone forcibly taken from his/her possession; or (2) the employee has his/her phone taken when it is locked up. In an employee's cell phone is stolen, the employee must report the theft to the Administration and to the appropriate Police Department.

Theft w/Police Report

- 1st Occurrence – No Cost
- 2nd or Subsequent Occurrences – the employee must reimburse the school for the cost of the cell phone.

Damage – If damage is done to the cell phone through misuse, vandalism or repeated breakage, the employee will be responsible for repairs or replacement if necessary.

Warranty – Every City Charter High School cell phone contains warranty. This will provide complete protection for all repairs, accidental breakage and maintenance.

## City Charter High School-Provided Cell Phone Policy

I received the City Charter High School-Provided Cell Phone Policy on the date indicated below. I understand that it is my obligation to carefully read the policies, procedures and other information contained therein.

I agree and understand that City Charter High School reserves the right to modify or terminate any policies or procedures, in whole or in part, at any time, with or without notice. As such, I understand that the information contained in the Policy is subject to change.

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Employee Signature

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Date

Original to City Charter High School  
Copy to Employee

## APPENDIX H – ALTERNATIVE RETIREMENT PROGRAM

The Alternative Retirement Plan (ARP) will replace the PSERS option for all new hires as of July 1, 2017.

City Charter High School staff currently participating in the PSERS Retirement Plan, and employed prior to July 1, 2017, WILL NOT have the option to choose the ARP over PSERS.

All participants in the ARP will receive a non-elective contribution equal to 5% of salary from City Charter high School. The school will also provide a matching contribution of up to 7% of salary for all participants not enrolled in PSERS. Employees will be permitted to defer salary up to, but not exceeding, maximum contribution limits.

Employees currently enrolled in PSERS will be permitted to defer salary into the ARP but WILL NOT be eligible to receive contributions from the school.

## APPENDIX I – BULLYING POLICY

The City Charter High School Bullying Policy Committee (“the committee”) reviews this policy annually to maintain a Bullying Policy which ensures the safety of the student population and provides consequences to deter hazing and threatening behaviors which are inconsistent with the educational goals of the school.

For the purposes of the City Charter High School policy, bullying is defined as:

- The willful act of repeatedly victimizing a student by negative actions that attempt or intentionally cause injury or physical, emotional or mental discomfort; and/or
- Physical contact, assault, name calling, threats, pranks and taunting directed at a student by a single student or a group; and/or
- Spreading rumors and engaging in any form of electronic bullying (which includes but is not limited to texting, Facebook, Twitter, Snap Chat, and email); and/or
- Placing a student in reasonable fear of damage to or loss of personal property; and/or
- Any form of intimidation
- Any form of hazing is a violation. Hazing is any action which recklessly or intentionally endangers the health or safety of the student for the purpose or initiation or admission into or affiliation with any class or organization of City Charter High School. Hazing shall include, but not be limited to, physical activity, forced consumption of foods or liquids or any other forced activity which could adversely affect the health or safety of the student or subject the student to mental stress or embarrassment.

### **Cyber Bullying**

Cyber bullying, which is sometimes referred to as online social cruelty or electronic bullying, involves but is not limited to:

Sending mean, vulgar or threatening messages or images; posting sensitive, private information about another person; pretending to be someone else in order to make that person look bad; intentionally excluding someone from an online group (Willard, 2005).

Cyber bullying can occur through:

- Emails
- Instant messaging,
- Text or digital imaging messages sent on cell phones, Web pages,
- Web logs (blogs),
- Chat rooms or discussion groups, and
- Other information communication technologies

The school zone which is covered under this policy includes acts of bullying which occur in school or outside of school (during a school sponsored event/activity or before and after the school day while a student is in transit to or from the school).

Any act of bullying is a violation of the Code of Conduct and is subject to consequences defined by the law and City Charter High School Code of Conduct. The following consequences apply strictly to isolated acts of bullying which do not involve physical harm, stalking, emotional distress or damage to personal property. Due to the severity, consequences for acts of bullying which involve physical harm, stalking, emotional distress or damage to personal property will be dealt with on a case by case by administration and may involve law enforcement.

- First Offense – Student is warned and parent is notified.
- Second Offense – Student is suspended for three (3) days
- Third Offense – Student is suspended for ten (10) days
- Repeated offenses will result in a recommendation for expulsion

Consequences for acts of bullying may include any of the following:

- Student Mediation
- Parent Conference
- Out of School Suspension
- Referral to Law Enforcement
- Referral to Children, Youth and Families
- Recommendation for Expulsion

## APPENDIX J – CLASSROOM OBSERVATION POLICY

### **Authority**

City Charter High School welcomes and encourages active engagement and participation of parents/guardians in their child's educational programs and other school-related activities. The administration recognizes that such interest may result in visits to the school by parents/guardians. To ensure order and safety within the school and to protect students and employees, it is necessary to establish policy governing classroom observation school visits.

### **Guidelines**

All parent classroom observation sessions must be planned in advance so as to not create conflict with the teacher and student schedule. Parents/guardians must inform the building principal in writing of the proposed visit by completing and submitting an Observation Request Form, a copy of which may be retrieved from the office of the building principal or on the school website, <http://cityhigh.org/students/handbook/>. The completed Observation Request Form must be returned to the building principal at least 48 hours prior to the requested date of the proposed visit. The principal or other designated administrator must grant prior approval for the visit, and shall notify the classroom teacher prior to the visit.

Observations will be limited to one time per month, per child, for no more than 60 minutes per visit in order to avoid distraction or disruption to the teacher's schedule and classroom atmosphere. However, under certain circumstances, a parent/guardian may request additional observation time. Under these circumstances, the principal or other designated administrator is directed to use his or her discretion to either approve or decline such requests. In addition, formal observation does not include times when parents/guardians are invited to a classroom for special events or presentations, back-to-school events, when acting as a chaperone for field trips, or serving as a volunteer with a teacher.

The principal reserves the right to decline any request for classroom observation if it is determined that such an observation would cause undue disruption to the educational process. In addition, the building principal, other designated administrator, program supervisor, classroom teacher, or security staff have the authority to ask a visitor to leave if the visitor disrupts the classroom routine, educational program or daily schedule, or if the visitor violates a school policy. Failure to leave when asked or documented disruptions may result in the loss of classroom visitation privileges.

Upon arrival, all visitors are required to sign in at the school office indicating the name of the teacher and/or destination, present a valid government-issued picture identification, and receive a visitor's badge that must be worn and remain visible at all times when in the building. All visitors are also asked to sign out when leaving the building.

To protect the learning environment, the parent/guardian will be the only visitor in the classroom during the observation. Any observer, other than the parent/guardian, must be approved by the

principal and have written consent from the parent/guardian describing the reason for the visit/observation.

Out of respect for the teaching environment, parents/guardians shall not bring younger siblings or children while observing in the classroom or to utilize any electronic equipment such as cell phones while in the classroom. Observers should not disrupt the learning environment by engaging students or the teacher in conversation. A follow-up meeting may be scheduled as needed to answer questions or concerns. Recordings of the observation shall not be permitted absent specific approval by the school administration. In addition, no visitor shall be allowed to photograph or videotape any person or any part of the school building absent prior approval from the school administration.

All visitors should be aware that the school utilizes video surveillance systems.

During the observation, the principal or his designee may be present in the observed setting in order to accommodate follow-up discussion or clarify questions that may arise.

Any decision of the principal shall be final regarding classroom observations.

**CITY CHARTER HIGH SCHOOL**

**PARENT/GUARDIAN CLASSROOM OBSERVATION REQUEST FORM**

City Charter High School welcomes and encourages visits to our school and classrooms by parents/guardians. In addition, we encourage volunteers in our classrooms when opportunities are presented. However, to minimize disruptions to our students' experience in our schools, we have established procedure governing classroom observations.

Parents/guardians must make a written request to the Principal at least 48 hours in advance of a requested observation. Unless there are special circumstances, observations will be limited to one person, one observation per child per month for a period of up to 60 minutes.

Date of request: \_\_\_\_\_

Sent by: [ ] US Mail [ ] With Student [ ] Hand Delivered

Student: \_\_\_\_\_ Grade: \_\_\_\_\_

Person making request (Please PRINT): \_\_\_\_\_

Relationship to student: \_\_\_\_\_

Requested Class/Teacher and Date of Observation:

\_\_\_\_\_

Reason for Observation (What specifically would you like to observe?)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**TO BE COMPLETED BY CITY CHARTER HIGH SCHOOL:**

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Date Received: \_\_\_\_\_ Parent Contacted By: \_\_\_\_\_

Date and Time Confirmed: \_\_\_\_\_

## APPENDIX K – EMERGENCY MEDICATIONS POLICY

### **Possession/Use of Emergency Medications Policy**

Students shall be permitted to possess prescribed emergency medications on school property and at school-related events, and to self-administer the prescribed medication in compliance with state law and Board policy. Emergency medication, as used in this policy, shall include but is not limited to, asthma inhalers, epinephrine auto-injectors and diabetes medication.

Before a student may possess or use emergency medication in the school setting, the Board shall require the following:

- (1) A written request from the student's parent/guardian that complies with the order of a licensed healthcare provider.
- (2) A written statement from the parent/guardian acknowledging that the school is not responsible for ensuring the medication is taken and relieving the school and its employees of responsibility for the benefits or consequences of the prescribed medication.
- (3) A written statement from the licensed healthcare provider that states the name of the drug, the prescribed dosage, the times the medication is to be taken, the length of time the medication is prescribed, the diagnosis or reason medication is needed unless the reason is confidential, the potential of any serious reaction or side effects of the medication, as well as any necessary emergency response, whether the student is qualified to self-administer the medication, and the signature of the administering licensed healthcare provider.

The student must notify the school nurse immediately following the use of an emergency medication on school property. Requests for student use of emergency medication shall be submitted annually, along with all required statements and an updated prescription. CCHS reserves the right to require a statement from a licensed healthcare provider for the continued use of a medication beyond the specified time period. A student whose parent/guardian completes the written requirements for the student to possess an emergency medication and to self-administer the prescribed medication in the school setting shall demonstrate to the school nurse the competency for self-administration and responsible behavior in use of the medication. Determination of competency for self-administration shall be based on the student's age, cognitive function, maturity and demonstration of responsible behavior.

The school nurse is authorized to keep asthma inhalers and epinephrine auto-injectors in a secure location in the school in the event a student or employee of City Charter who does not have their own asthma inhaler or epinephrine auto-injector is suffering from a reaction and requires emergency medical assistance.

Students shall be prohibited from sharing, giving, selling, and using emergency medication in any manner other than which it is prescribed for during school hours, at any time while on school

property, at any school-sponsored activity, and during the time spent traveling to and from school and school-sponsored activities. Violations of this policy shall result in loss of privilege to self-carry the emergency medication and disciplinary action in accordance with the Code of Student Conduct.

If City Charter High School denies a student's request to self-carry an emergency medication or the student has lost the privilege of self-carrying the medication, the student's prescribed medication shall be appropriately stored at an accessible location in close proximity to the student. The student's classroom teachers shall be informed where the medication is stored and the means to access the medication.

## APPENDIX L – MODEL OF NOTIFICATION OF RIGHTS—FERPA

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days after the day City Charter ("School") receives a request for access.

Parents or eligible students who wish to inspect their child's or their education records should submit to the CEO a written request that identifies the records they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the School to amend their child's or their education record should write the CEO, clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest must be set forth in the school's annual notification for FERPA rights. A school official typically includes a person employed by the school or school district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer, contractor, or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official typically has a legitimate

educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, the school discloses education records without consent to officials of another school or school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer. [NOTE: FERPA requires a school or school district to make a reasonable attempt to notify the parent or student of the records request unless it states in its annual notification that it intends to forward records on request or the disclosure is initiated by the parent or eligible student.]

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Student Privacy Policy Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202

See the list below of the disclosures that elementary and secondary schools may make without consent.

FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in § 99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, § 99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student –

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in § 99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(3) are met. (§ 99.31(a)(1))
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of § 99.34. (§ 99.31(a)(2))
- To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency (SEA) in the parent or eligible student's State.

Disclosures under this provision may be made, subject to the requirements of § 99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf, if applicable requirements are met. (§§ 99.31(a)(3) and 99.35)

- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary for such purposes as to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§ 99.31(a)(4))
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to § 99.38. (§ 99.31(a)(5))
- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction, if applicable requirements are met. (§ 99.31(a)(6))
- To accrediting organizations to carry out their accrediting functions. (§ 99.31(a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§ 99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena if applicable requirements are met. (§ 99.31(a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to § 99.36. (§ 99.31(a)(10))
- Information the school has designated as "directory information" if applicable requirements under § 99.37 are met. (§ 99.31(a)(11))
- To an agency caseworker or other representative of a State or local child welfare agency or tribal organization who is authorized to access a student's case plan when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student in foster care placement. (20 U.S.C. § 1232g(b)(1)(L))
- To the Secretary of Agriculture or authorized representatives of the Food and Nutrition Service for purposes of conducting program monitoring, evaluations, and performance measurements of programs authorized under the Richard B. Russell

National School Lunch Act or the Child Nutrition Act of 1966, under certain conditions. (20 U.S.C. § 1232g(b)(1)(K))

## Family Educational Rights and Privacy Act (FERPA)

### Notice for Directory Information

The *Family Educational Rights and Privacy Act* (FERPA), a Federal law, requires that City Charter, with certain exceptions, obtain your written consent prior to the disclosure of personally identifiable information from your child’s education records. However, City Charter may disclose appropriately designated “directory information” without written consent, unless you have advised City Charter to the contrary in accordance with City Charter’s procedures. The primary purpose of directory information is to allow City Charter to include information from your child’s education records in certain school publications. Examples include:

- A playbill, showing your student’s role in a drama production;
- The annual yearbook;
- Honor roll or other recognition lists; and
- Graduation programs.

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent’s prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. In addition, two federal laws require local educational agencies (LEAs) receiving assistance under the Elementary and Secondary Education Act of 1965, as amended (ESEA) to provide military recruiters, upon request, with the following information – names, addresses and telephone listings – unless parents have advised the LEA that they do not want their student’s information disclosed without their prior written consent.

If you do not want City Charter to disclose any or all of the types of information designated below as directory information from your child’s education records without your prior written consent, you must notify City Charter in writing within thirty (30) days of the start of the first trimester. City Charter has designated the following information as directory information: [N

- **Student's name**
- **Address**
- **Telephone listing**
- **Electronic mail address**
- **Photograph**
- **Date and place of birth**
- **Major field of study**
- **Dates of attendance**

- **Grade level**
- **Participation in officially recognized activities**
- **Degrees, honors, and awards received**
- **The most recent educational agency or institution attended**
- **Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a PIN, password, or other factor known or possessed only by the authorized user**
- **A student ID number or other unique personal identifier that is displayed on a student ID badge, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a PIN, password, or other factor known or possessed only by the authorized user.**

## APPENDIX M – NALOXONE POLICY

Pursuant to Act 139 of 2014, City Charter High School may obtain, maintain and administer, if necessary, doses of Naloxone for emergency use to assist a student, staff member or other individual reasonably believed or suspected to be experiencing an opioid overdose.

The principal or designee, in consultation with the school nurse, shall establish appropriate internal procedures for the acquisition, stocking and administration of Naloxone and related emergency response procedures pursuant to this policy. The school nurse shall be the prescribing and supervising medical professional for the district's stocking and use of Naloxone. The principal or designee shall obtain a standing order from the school nurse for administration of Naloxone. The school nurse shall be responsible for building-level administration of Naloxone and management of Naloxone stocks.

The school physician shall provide and annually renew a standing order for the administration of Naloxone to students, staff members or other individuals believed or suspected to be experiencing an opioid overdose. The standing order shall include, at a minimum, the type of Naloxone (intranasal, auto-injector), the date of issue, the dosage, and the signature of the school physician. The standing order shall be maintained in the Administration Office, and copies of the standing order shall be kept in each location where Naloxone is stored.

Permission to carry and administer Naloxone under this policy shall be limited to the school nurse, the school physician, and the Chief Security Officer. Before those with permission may have custody of Naloxone or administer Naloxone under this policy, the employee must successfully complete an online Pennsylvania Department of Health training program about recognizing an opioid related overdose, administering Naloxone, and promptly seeking medical attention for the drug overdose. Evidence that such training has been completed shall be kept in the employee's personnel file.

Naloxone shall be safely stored in the school nurse's office or other location(s) designated by the school nurse in accordance with the drug manufacturer's instructions. Naloxone shall be made readily accessible to those who have completed the required training to administer it in the event of a suspected drug overdose. All properly trained employees shall be informed of the exact location where Naloxone is being stored. The school nurse shall obtain sufficient supplies of Naloxone pursuant to the standing order in the same manner as other medical supplies acquired for the school health program. The school nurse or designee shall regularly inventory and refresh Naloxone stocks and maintain records thereof, in accordance with the established internal procedures, manufacturer recommendations and Department of Health Guidelines.

When responding to a suspected drug overdose, district employees shall follow the steps outlined below:

- (1) Call for medical help immediately.
- (2) Check for signs of opioid overdose.

- (3) Perform initial rescue breathing or CPR if needed, as instructed in training.
- (4) Administer Naloxone, as instructed in training.
- (5) Continue rescue breathing or CPR if needed, as instructed in training.
- (6) Administer a second dose of Naloxone if needed, as instructed in training.
- (7) Place the individual in recovery position, as instructed in training.
- (8) Stay with the individual until emergency medical help arrives.
- (9) Cooperate with EMS personnel responding to the incident.
- (10) Notify the building administrator or designee of the incident.

The school district shall indemnify and hold harmless any employee who administers Naloxone in good faith to another individual experiencing a suspected drug overdose, if all of the following conditions apply:

- (1) The employee did not act with the intent to harm or with reckless indifference to a substantial risk or harm in administering Naloxone to that individual.
- (2) The employee successfully completed the training contemplated by this policy.
- (3) The employee promptly sought additional medical assistance before or immediately after administering Naloxone.
- (4) The employee is administering Naloxone pursuant to this policy.

This policy shall not be construed to create a duty on the part of the City Charter High School and/or its personnel to administer Naloxone.

## APPENDIX N – RECRUITMENT POLICY OCCUPATIONAL, MILITARY AND EDUCATIONAL

City Charter High School complies with both NCLB and FERPA. We understand that NCLB requires equal access to students for post high school options, including military recruiters, but it DOES NOT entitle unlimited access.

1. Please note that City Charter High School DOES NOT
  - participate in on-campus occupational, military, or educational recruitment and does not host college fairs (enlisted students are not permitted to recruit other students for their declared branch of the military during the school day or at school sponsored activities)
  - permit occupational, military, or educational recruitment presentations
  - permit occupational, military, or educational program recruiters to roam the halls, visit classrooms, approach students or have access to staff lounges
2. All recruitment inquiries must be to the attention of the Transition Department. Each City Charter High School student is assigned to a Transition Manager.
3. City Charter High School honors military Opt Out forms for the duration of enrollment.
4. City Charter High School will only release the name, address and phone number of students in grades 11 and 12 who HAVE NOT submitted an Opt Out form.
5. Students in the senior year, who are on track to graduate with their cohort, are permitted ONE excused absence for each post high school option BUT may not exceed 5 school days in the senior year. (i.e., one day for Pitt, one day for Ohio State, one day to complete the military enlistment process – for a total of 5 school days).
6. Post high school options should not impede the student’s ability to graduate and students should never be obligated, explicitly or implied, to complete rigorous activities which interfere with the academic program at City Charter High School.
7. The student must request required documentation for occupational, military, or educational programs. All properly requested transcripts/documents will be processed in 48 hours and will be sent directly to the agency the student has indicated on the request. Documents will be sent via US mail unless the student provides an e-mail address or fax number as an alternative method of delivery.

City Charter High School Transition Managers welcome the opportunity to meet with representatives from occupational, military, or educational programs/agencies.

Meetings with the Transition Department should be scheduled by phone or email at least 48 hours in advance. Unscheduled meetings are discouraged and availability of a Transition Manager is not guaranteed.

If you have any questions regarding our policy please do not hesitate to contact the Transition Department directly at 412-690-2489.

## APPENDIX O – TITLE I - PARENT INVOLVEMENT POLICY

### PART I: GENERAL EXPECTATIONS

1. City Charter High School (CCHS) agrees to implement the following statutory requirements:  
CCHS will put into operation programs, activities and procedures for the involvement of parents in all of its schools with Title I, Part A programs, consistent with section 1118 of the Elementary and Secondary Education Act (ESEA). Those programs, activities and procedures will be planned and operated with meaningful consultation with parents of participating children.
2. Consistent with section 1118, CCHS will work to ensure that the required school-level parental involvement policies meet the requirements of section 1118(b) of the ESEA, and each include, as a component, a school-parent compact consistent with section 1118(d) of the ESEA. The compact is signed by the parent, student and school upon the student's entrance into City Charter High School.
3. CCHS will incorporate this school wide parent involvement policy into its LEA plan developed under section 1112 of the ESEA.
4. In carrying out the Title I, Part A parental involvement requirements, to the extent practicable, CCHS will provide full opportunities for the participation of parents with limited English proficiency, parents with disabilities, and parents of migratory children, including providing information and school reports required under section 1111 of the ESEA in an understandable and uniform format and, including alternative formats upon request, and, to the extent practicable, in a language parents understand.
5. If the LEA plan for Title I, Part A, developed under section 1112 of the ESEA, is not satisfactory to the parents of participating children, CCHS will submit any parent comments with the plan when the school submits the plan to the State Department of Education.
6. CCHS will involve the parents of children served in Title I, Part A schools in decisions about how the 1 percent of Title I, Part A funds reserved for parental involvement is spent.
7. CCHS will be governed by the following statutory definition of parental involvement, and will carry out programs, activities and procedures in accordance with this definition:
  - a. *Parental involvement means the participation of parents in regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring*
  - b. *That parents play an integral role in assisting their child's learning;  
That parents are encouraged to be actively involved in their child's education at school;*
  - c. *That parents are full partners in their child's education and are included, as appropriate, in decision-making and on advisory committees to assist in the education of their; and*
  - d. *The carrying out of other activities, such as those described in section 1118 of the ESEA.*

## PART II: DESCRIPTION OF HOW SCHOOL WILL IMPLEMENT PARENTAL INVOLVEMENT

1. City Charter High School will take the following actions to involve parents in the joint development of its school wide parental involvement plan under section 1112 of the ESEA:
  - Parents will be notified of the September open meeting through the August mailing.
  - An open meeting will be held in mid-September.
  - If less than three parents participate in September meeting a focus group will be utilized to review the plan.
2. CCHS will take the following actions to involve parents in the process of school review and improvement under section 1116 of the ESEA.
  - Include a parent representative on the school's Board of Trustees.
  - Include multiple parent representatives on the school's strategic planning committee.
  - Include multiple parent representatives on the school's Middle States Accreditation Committee.
3. CCHS will provide following necessary coordination, technical assistance, and other support to assist Title I, Part A schools in planning and implementing effective parental involvement activities to improve student academic achievement and school performance:

Because the school and the district are one and the same, the school administrators will provide the technical assistance supported when necessary by the Regional Title I staff.
4. CCHS will take the following actions to conduct, with the involvement of parents, an annual evaluation of the content and effectiveness of this parental involvement policy in improving the quality of its Title I, Part A school. The evaluation will include identifying barriers to greater participation by parents in parental involvement activities (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background). The school will use the findings of the evaluation about its parental involvement policy and activities to design strategies for more effective parental involvement, and to revise, if necessary (and with the involvement of parents) its parental involvement policies.

City High undergoes an annual evaluation conducted by Dr. Catherine Awsumb Nelson. Surveys of parents, students and staff are conducted and will include questions related to parent involvement. In addition, data from parent conferences including conference evaluations, one on one meetings, parent workshops and other parent activities will be disaggregated by demographic group in order to determine the effectiveness of the parent involvement policy and activities.

### PART III: DISCRETIONARY SCHOOL WIDE PARENTAL INVOLVEMENT

1. CCHS will build the school's and parent's capacity for strong parental involvement in order to ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement through the following activities specifically described below:
  - Training on the effective use of the PORTAL for parents
2. Suggestions by the parent representative on the Board of Trustees.

The school will provide assistance to parents of children served by the school, as appropriate, in understanding topics such as the following, by undertaking the actions described in this paragraph –

  - the State's academic content standards;
  - the State's student academic achievement standards;
  - the State and local academic assessments including alternate assessments;
  - how to monitor their child's progress; and
  - how to work with educators.
3. Workshops are held annually on the following topics:
  - Use of the PARENT PORTAL system to check grades, attendance and discipline
  - Technology use especially as it applies to student achievement
  - Local, state, and national assessments, the interpretation of data and the use of the results
  - How to prepare students for assessments including ACT and SAT
  - Preparation for the college application process and the completion of the FAFSA
  - The inclusion program for special education students and adaptations to the curriculum and/or evaluations; and
  - Various mental health and/or nutrition related topics.
4. The school will provide materials and training to help parents work with their children to improve their children's academic achievement, such as literacy training, and using technology, as appropriate, to foster parental involvement, by:
  - Annual Technology workshops.
  - Informational workshops pertaining to assessment are held during PTO meetings.
5. The school will educate its teachers, pupil services personnel, principals and other staff, in how to reach out to, communicate with, and work with parents as equal partners, in the value and utility of contributions of parents, and in how to implement and coordinate parent programs and build ties between parents and schools, by:
  - Training staff in the use of PARENT, STUDENT AND TEACHER PORTALS, email, phone calls and conferences with parents.
6. The school will take the following actions to ensure that information related to the schools and parent - programs, meetings, and other activities, is sent to the parents of participating children in an understandable and uniform format, including alternative formats upon request, and, to the extent practicable, in a language the parents can understand
  - Parents will be asked for feedback on the language used in the documents provided to parents.

#### PART IV: ADOPTION

The School wide Parental Involvement Policy has been developed jointly with, and agreed on with, parents of children participating in Title I, Part A programs, as evidence by the meeting held September 19, 2008.

This policy was adopted by the City Charter High School on October 8, 2008. This policy is reviewed annually.

City High will distribute this policy to all parents of participating Title I children on or before the middle of October.

## TITLE I PARENT/STUDENT/SCHOOL COMPACT

*City Charter High School and the parents of the students participating in activities, services, and programs funded by Title I, Part A of the Elementary and Secondary Education Act (ESEA)(participating children), agree that this compact outlines how the parents, the entire school staff, and the students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership that will help children achieve the State’s high standards. This school-parent compact is in effect during school year 2016 – 17.*

### SCHOOL RESPONSIBILITIES

City Charter High School will:

1. Provide high-quality curriculum and instruction in a supportive and effective learning environment that enables students to meet the State’s student academic standards as follows:
  - Combine relevant curriculums and align them to the State standards.
  - Provide an after school tutoring programs to allow students to receive assistance with regular school work.
  - Tracking will not be utilized in classes thus exposing all students to high quality curriculum.
  - Differentiate the instruction in classes ensuring the individual needs of students are met.
  - Ensure that appropriate instructional techniques are utilized through regular peer and administrator observation of teachers.
2. Hold parent-teacher conferences during which this compact will be discussed as it relates to the individual child’s achievement. Specifically, those conferences will be held in October and February as well as on an as needed basis for individual students.
3. Provide parents with frequent reports on their children’s progress. Specifically, the school will provide reports as follows:
  - Trimester Report Cards
  - PARENT PORTAL information that is regularly updated
  - Achievement test results as soon as they are available.
4. Provide parents reasonable access to staff. Specifically, staff will be available for consultation with parents as follows:
  - Appointments will be made with individual teachers, advisors and grade level teams during the daily planning time allotted to teachers and/or before and after school
  - Provides access to teachers via both email and voicemail.

## PARENT RESPONSIBILITIES

We, as parents, will support our children's learning in the following ways:

- Making sure that all homework is completed
- Monitoring amount of television children watch
- Participating, as appropriate, in decisions relating to my children's education
- Promoting positive use of my child's extracurricular time
- Staying informed about my child's education and communicating with the school by promptly reading all notices from the school either received by my child or by mail and responding, as appropriate
- Serving, to the extent possible, on advisory committees
- Adhering to the attendance policy
- Reviewing the PARENT PORTAL at least weekly
- Keep early dismissals to a minimum and only for emergencies
- Participate in scheduled parent conferences
- Establish a set time when my child is expected home from school
- Insist on appropriate classroom behavior

## STUDENT RESPONSIBILITIES

We, as students, will share the responsibility to improve our academic achievement and achieve the State's high standards in the following ways:

- Follow all of the rules and policies of the school, all of the time
- Work diligently to improve all of my skills, increase my knowledge and become proficient on all of the state standards
- Turn in all homework
- Adhere to all provisions of the dress code, everyday
- Work cooperatively with students and staff
- Respect all students and staff
- Follow the direction of the staff
- Bring my ID card everyday
- Dress appropriately for physical education
- Spend extra time studying for classes that are the hardest for me
- Be open minded, willing to listen to the opinions of others especially when they differ from mine
- Support my fellow classmates in their quest for academic excellence
- Value achievement for myself and others
- Take care of my computer and other materials provided by City High
- Take care of my school environment
- Be on time to school every morning and to every class every day
- Attend school every day unless ill.

## APPENDIX P – STUDENT SABBATICAL POLICY

City Charter High School is committed to providing its students with the best educational programming possible. Often there are opportunities in the region or across the country that are consistent with City Charter High School’s educational program. Examples of such programs include, but are not limited to, the Pennsylvania Governor’s Schools, NASA Space Camp, the Pittsburgh Public Theater’s Shakespeare program and the Student Conservation Association National Parks programs. Because outside programs often occur during the City Charter High School calendar, students may apply for a sabbatical to participate in the outside program. Applications must be received at least 8 weeks prior to the sabbatical’s start. In general, qualifying programs must:

- Provide an academic opportunity that is **superior** to the existing City Charter High School program
- Furthers the student’s education in a manner consistent with the mission of City Charter High School
- Be consistent with the student’s career plans

### REQUIREMENTS FOR THE SABBATICAL APPLICATION

Students interested in applying for a sabbatical must meet the following requirements:

- B grade or higher during the previous AND current trimesters in all courses including Workforce Readiness
- 95% attendance (Present AND On Time)
- Cumulative GPA of 3.0 or above
- No major disciplinary referrals in the previous AND current trimesters

### SABBATICAL APPLICATION PROCESS

- Meet with Advisor to review requirements, verify eligibility and complete application
- Submit completed sabbatical application to the Transition Office (at least 8 weeks prior to start date of the program)
- The school’s leadership team will evaluate each student’s sabbatical application
- Transition Office will inform the student, parents and Advisor of the final decision

### REQUIREMENTS FOR COMPLETING THE SABBATICAL

- Keep a daily journal
- Prepare a final report in oral, video or written form describing the experience to the grade level team. Tentative presentation date should be selected with the Advisor and included with the application.

Deposits should not be paid until the sabbatical is approved.  
Sabbaticals will not be granted to complete the graduation project.  
Students are only granted ONE sabbatical each school year.

Please note that the CEO/Principal may consider extenuating circumstances in providing final approval of sabbatical leaves.

## APPENDIX Q – SUICIDE AWARENESS, PREVENTION AND RESPONSE

**Adopted:** February 20, 2019

The Board is committed to protecting the health, safety and welfare of its students and school community. This policy supports federal, state and local efforts to provide education on youth suicide awareness and prevention; establish methods of prevention, intervention, and response to suicide or suicide attempt; and to promote access to suicide awareness and prevention resources.

In compliance with state law and regulations, and in support of the district's suicide prevention measures, information received in confidence from a student may be revealed to the student's parents/guardians, teacher, the building and grade-level principals or other appropriate authority when the health, welfare or safety of the student or any other person is deemed to be at risk.

The district shall utilize a multifaceted approach to suicide prevention which integrates school and community-based supports.

The district shall notify district employees, students and parents/guardians of this policy and shall post the policy on the district's website.

### **SUICIDE AWARENESS AND PREVENTION EDUCATION**

#### Protocols for Administration of Student Education

Students shall receive age-appropriate education on the importance of safe and healthy choices, coping strategies, how to recognize risk factors and warning signs, as well as help-seeking strategies for self or others including how to engage school resources and refer friends for help.

Lessons shall contain information on comprehensive health and wellness, including emotional, behavioral and social skills development.

#### Protocols for Administration of Employee Education

All district employees, including but not limited to secretaries, coaches, bus drivers, custodians and cafeteria workers, shall receive information regarding risk factors, warning signs, response procedures, referrals, and resources regarding youth suicide prevention.

As part of the district's professional development plan, all professional educators shall participate in four (4) hours of youth suicide awareness and prevention training every five (5) years.

Additional professional development in risk assessment and crisis intervention shall be provided or made accessible to guidance counselors, district mental health professionals and school nurses.

#### Resources for Parents/Guardians

The district may provide parents/guardians with resources including, but not limited to, health promotion and suicide risk, including characteristics and warning signs; and information about local behavioral/mental health resources.

## **METHODS OF PREVENTION**

The methods of prevention utilized by the district include, but are not limited to, early identification and support for students at risk; education for students, staff and parents/guardians; and delegation of responsibility for planning and coordination of suicide prevention efforts.

### Suicide Prevention Coordinators

#### Building Level –

The building principal shall designate a school suicide prevention coordinator to act as a point of contact for issues relating to suicide prevention and another coordinator regarding policy implementation.

### Early Identification Procedures

Early identification of individuals with one (1) or more suicidal risk factors or of individuals exhibiting warning signs, is crucial to the district’s suicide prevention efforts. To promote awareness, district employees, students and parents/guardians should be educated about suicidal risk factors and warning signs.

Risk factors refer to personal or environmental characteristics that are associated with suicide including, but not limited to:

- Behavioral Health Issues/Disorders:
  - Depression.
  - Substance abuse or dependence.
  - Previous suicide attempts.
  - Self injury.
  
- Personal Characteristics:
  - Hopelessness/Low self-esteem.
  - Loneliness/Social alienation/isolation/lack of belonging.
  - Poor problem-solving or coping skills.
  - Impulsivity/Risk-taking/recklessness.
  
- Adverse/Stressful Life Circumstances:
  - Interpersonal difficulties or losses.
  - Disciplinary or legal problems.
  - Bullying (victim or perpetrator).
  - School or work issues.
  - Physical, sexual or psychological abuse.
  - Exposure to peer suicide.

- Family Characteristics:
  - Family history of suicide or suicidal behavior.
  - Family mental health problems.
  - Divorce/Death of parent/guardian.
  - Parental-Child relationship.

Warning signs are indications that someone may be in danger of suicide, either immediately or in the near future. Warning signs include, but are not limited to:

- Expressions such as hopelessness, rage, anger, seeking revenge, feeling trapped, anxiety, agitation, no reason to live or sense of purpose.
- Recklessness or risky behavior.
- Increased alcohol or drug use.
- Withdrawal from friends, family, or society.
- Dramatic mood changes.

#### Referral Procedures

Any school employee who has identified a student with one (1) or more risk factors or who has an indication that a student may be contemplating suicide, shall refer the student for further assessment and intervention to the school’s designated Wellness staff.

#### Documentation

City High shall document the reasons for referral, including specific warning signs and risk factors identified as indications that the student may be at risk.

### **METHODS OF INTERVENTION**

The methods of intervention utilized by the school include, but are not limited to, responding to suicide threats, suicide attempts in school, suicide attempts outside of school, and completed suicide. Suicide intervention procedures shall address the development of an emotional or mental health safety plan for students identified as being at increased risk of suicide

#### Procedures for Students at Risk

A school-approved suicide assessment instrument may be used by trained mental health staff such as counselors, psychologists, social workers.

Parents/Guardians of a student identified as being at risk of suicide shall be notified by the school. If the school suspects that the student’s risk status is the result of abuse or neglect, school staff shall immediately notify Children and Youth Services.

The district shall identify mental health service providers to whom students can be referred for further assessment and assistance. An initial referral could include RESOLVE (1-800-273-TALK).

**Mental health service providers** – may include, but not be limited to school-based mental health partner, hospital emergency departments, psychiatric hospitals, community mental health centers, psychiatrists, psychologists, social workers, and primary care providers.

The district shall create an emotional or mental health safety plan to support a student and the student’s family if the student has been identified as being at increased risk of suicide.

#### Students With Disabilities

For students with disabilities who are identified as being at risk for suicide or who attempt suicide, the appropriate team shall be notified and shall address the student’s needs in accordance with applicable law, regulations and Board policy.

If a student is identified as being at risk for suicide or attempts suicide and the student may require special education services or accommodations, the Director of Special Education shall be notified and shall take action to address the student’s needs in accordance with applicable law, regulations and Board policy.

#### Documentation

City High staff shall document observations, recommendations and actions conducted throughout the intervention and assessment process including verbal and written communications with students, parents/guardians and mental health service providers.

### **METHODS OF RESPONSE TO SUICIDE OR SUICIDE ATTEMPT**

The methods of response to a suicide or a suicide attempt utilized by the district include, but are not limited to:

1. Identifying and training the school crisis response/crisis intervention team. The crisis team will be comprised of the Wellness team (Social Worker, Counselor, and Nurse; each Grade-level Principal; CEO/Principal; and Director of School Safety).
2. Determining the roles and responsibilities of each crisis response team member.
3. Notifying students, employees and parents/guardians.
4. Working with families.
5. Responding appropriately to the media.
6. Collaborating with community providers.

The CEO/Principal or their designee shall develop administrative regulations with recommended guidelines for responding to a suicidal act or attempt on school grounds or during a school-sponsored event.

#### Re-Entry Procedures

A student’s excusal from school attendance after a mental health crisis and the student’s return to school shall be consistent with state and federal laws and regulations.

A school-employed mental health professional, the building principal or suicide prevention coordinator shall meet with the parents/guardians of a student returning to school after a mental

health crisis, and, if appropriate, meet with the student to discuss re-entry and applicable next steps to ensure the student's readiness to return to school.

When authorized by the student's parent/guardian, the designated district employee shall coordinate with the appropriate outside mental health care providers.

The designated district employee will periodically check in, as needed, with the student to facilitate the transition back into the school community and address any concerns.

### **REPORT PROCEDURES**

Effective documentation assists in preserving the safety of the student and ensuring communication among school staff, parents/guardians and mental health service providers.

When a school employee takes notes on any conversations or situations involving or relating to an at-risk student, the notes should contain only factual or directly observed information, not opinions or hearsay.

As stated in this policy, district employees shall be responsible for effective documentation of incidents involving suicide prevention, intervention and response.

The suicide prevention coordinator shall provide the CEO/Principal with a copy of all reports and documentation regarding the at-risk student. Information and reports shall be provided, as appropriate, to guidance counselors, district mental health professionals and school nurses.

### **SUICIDE AWARENESS AND PREVENTION RESOURCES**

A listing of resources regarding suicide awareness and prevention shall be attached to this policy:

#### **LOCAL**

- Resolve Crisis Prevention Network  
24/7 Call and Walk in Center  
333 N. Braddock Ave.  
Pittsburgh, PA 15208  
1-888-796-8226
  
- Western Psychiatric Institute and Clinic  
200 Lothrop Street  
Pittsburgh, PA 15213  
412-624-1000
  
- Mercy Behavioral Health  
24/7 Walk in Crisis Center  
264 South 9<sup>th</sup> St.  
Pittsburgh, PA 15203

1-877-637-2924

### **NATIONAL**

- National Suicide Prevention and Awareness Hotline  
24/7 Crisis Hotline  
1-800-273-8255 (TALK)
- The Treatment Advocacy Center National Hopeline  
24/7 Crisis Hotline  
1-800-SUICIDE
- CRISIS TEXT LINE Text START to 741 741

### **GENERAL INFORMATION**

- The Suicide Prevention Lifeline: <https://suicidepreventionlifeline.org>
- The Jed Foundation: <https://www.jedfoundation.org>
- American Foundation for Suicide Prevention: <https://afsp.org>
- The Trevor Project: Saving Young LGBTQ Lives: <https://www.thetrevorproject.org>
- Student Awareness Voices of Education: <https://save.org/for-students>
- Yellow Ribbon Suicide Prevention Program: <https://yellowribbon.org/>
- SAMHSA: <https://www.samhsa.gov/suicide-prevention>
- Allegheny County Mental/Behavioral Health:  
<http://allegheny.pa.networkofcare.org/mh/services/subcategory.aspx?tax=RP-1500>

## APPENDIX R – ENGLISH AS A SECOND LANGUAGE (ESL) PROGRAM POLICY

Adopted February 19, 2020

[22 PA. Code §4.26](#) states: “Every school district shall provide a program for each student whose dominant language is not English for the purpose of facilitating the student's achievement of English proficiency and the academic standards under § 4.12 (relating to academic standards). Programs under this section shall include appropriate bilingual-bicultural or English as a second language (ESL) instruction”.

The English as a Second Language program must meet the following criteria set forth by the Pennsylvania Department of Education:

- Be aligned to state academic content standards for the appropriate grade level of the ELs (English Learners);
- Include ELD (English Language Development) instruction delivered by properly certified teachers who hold an ESL program specialist certificate or who are working in conjunction with ESL certified teachers;
- Incorporate the use of the PA ELD;
- Provide equitable access to content for ELs at all language proficiency levels by providing research-based bilingual or sheltered instruction with fidelity; and
- Not limit the enrollment of ELs in any course or academic program for which they would otherwise be eligible.

The Pennsylvania Department of Education has identified six specific ESL program models to deliver instruction:

- Mixed Class Bilingual
- EL Bilingual
- EL-Specific Transitional Instruction
- Mixed Classes with Native Language Support
- EL Specific English Only Instruction
- Mixed Classes with English Only Support

City Charter High School uses the *EL Specific English Only Instruction* model of instruction. The pull-out model, which is defined as pulling students from the regular education classroom and providing instruction in a smaller English learner classroom, is implemented for English learners. The model also includes occasional push-in support to the regular education classroom and curriculum based on each student’s need. All EL Specific English Only Instruction is provided by a certified Allegheny Intermediate Unit (AIU) ESL teacher through a yearly contractual agreement.

## **ESL Mission Statement, Goals and Objectives**

### Mission Statement

The mission of City Charter High School, a technology infused public school, is to graduate students of Limited English Proficiency (LEP) who are academically, technologically, personally, and socially prepared to succeed in post-secondary education, training, or employment. Using a team approach along with a variety of learning experiences and opportunities, City High cultivates a safe, supportive, and academically rigorous environment by recognizing and nurturing individual talents, needs, and skills of English Language Learners.

### Goals and Objectives

City Charter High School provides a research-based ESL program for its students who are identified and assessed as English Language Learners (ELLs) with the following goals.

Our students will be able to:

- Read, write, listen, and speak in English for both academic and social purposes;
- Learn the concepts and skills of each content area so they are able to comprehend and engage in all subject matter while becoming proficient in English; and
- Participate in all areas of school culture and become contributing members of the learning community.

The objectives of City Charter High School's program are:

- Implement and maintain consistent procedures for the ESL identification process;
- Allow every ELL to achieve academically while becoming proficient in English;
- Assess all ELLs annually;
- Provide for parent/family involvement so that they may participate in the education of their ELL(s) as well as school activities;
- Provide equitable access to district programs and services;
- Monitor the progress of all ELLs during and for four years after program participation; and
- Evaluate the success of the ESL program and make necessary modifications.

Specific questions regarding the ESL program should be directed to Angela Welch, Education Manager, (412) 690-2489 or [welch@cityhigh.org](mailto:welch@cityhigh.org).

## APPENDIX S – WORKING REMOTELY POLICY

The Board of Trustees recognizes that working remotely at home or at another alternative location may be necessary. A full-time, part-time, or short-term remote work arrangement may also be granted by the CEO or designee to an individual employee, upon request, provided that the position is suitable for remote work; the employee has consistently demonstrated the ability to work independently and meet performance expectations; and the work arrangement does not hinder school operations.

The opportunity to work remotely shall be entirely at the school's discretion. Employees approved for remote work shall comply with all school policies, administrative regulations, work schedules, and job assignments. Except when specifically agreed, approval of remote work shall not change the compensation, benefits, or other terms and conditions of employment of an employee.

Unless otherwise approved in advance by the CEO or designee, employees working remotely shall do so within regular work hours established for the position. Employees are entitled and expected to take appropriate, uninterrupted meal and rest breaks, and shall keep accurate records of the hours they work and report such hours to their supervisor. Employees shall notify their supervisor when unable to perform work assignments due to illness, equipment failure, or other unforeseen circumstances.

Employees working remotely are expected to make an effort to conduct their work in a location that is safe, free of obstructions, hazards, and distractions. Such employees shall report to their supervisor any serious injury or illness occurring in the home workspace or in connection with their employment as soon as practically possible.

The school shall provide to employees who work remotely supplies, materials, apparatus, and equipment reasonably necessary to perform their jobs, including, as necessary, a technology device. Employees shall use caution in accessing the Internet from public locations and in accessing information from networks outside of the district in order to safeguard confidential information. Employees will make a reasonable effort to protect equipment on loan from the school and will adhere to the school's Acceptable Use Agreement and follow FERPA guidelines. The employee's personally owned equipment may only be used for school business when approved by the CEO or designee.

Work done at a remote work location is considered official public business. School records and communications shall be retained and safeguarded against damage or loss, and shall be kept confidential or made accessible to the public in accordance with law. Any employee working remotely shall be available during work hours to the employee's supervisor and other staff, students, parents/guardians, and members of the public, as appropriate, via email, phone, or other means. Lack of responsiveness on the part of the employee may result in discipline. Employees shall be expected to attend virtual or in-person meetings when directed by their supervisor.

Employee productivity shall be evaluated using a variety of criteria appropriate to working remotely that may include time spent on task completion, projects, rigor of assignments, and quality of job performance in the same manner as all employees in the same position at the assigned school or office.

Remote work arrangements may be discontinued at any time at the discretion of the CEO or designee.

## APPENDIX T – COVID 19 TRAVEL POLICY

Travel increases the risk of exposure and transmission of the coronavirus. Consistent with the CDC, U.S. Department of State, and Commonwealth of Pennsylvania guidelines, the following travel restrictions are in place at City Charter High School until further notice:

- No School-sponsored travel is allowed.
- Personal travel outside the Commonwealth of Pennsylvania is discouraged.
- Anyone who travels outside of Pennsylvania must register their travel in advance.
  - This requirement to register travel does not apply to employees traveling between the School and their primary residence if their primary residence is outside of Pennsylvania.
- Anyone who travels to states other than those considered to be COVID-19 lower risk states <https://www.health.pa.gov/topics/disease/coronavirus/Pages/Travelers.aspx> or who travels internationally must take a COVID-19 test and receive negative results before returning to work in the building. If employees are unable to work during this time, they may use available paid or unpaid leave, as applicable.
- Employees who choose to travel are strongly encouraged to comply with all applicable restrictions and guidance. (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/travel-in-the-us.html>) At a minimum, this includes wearing a mask or face coverings, washing your hands and practicing social distancing.
- Employees who develop COVID-19 related symptoms (<https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>) during or after travel must NOT come to campus and should notify their primary care provider.

## City Charter High School COVID-19 Employee Travel Registration Form

Travel increases the risk of exposure to and transmission of the coronavirus. Consistent with the Centers for Disease Control (CDC), U.S. Department of State, and the Commonwealth of Pennsylvania guidelines, travel restrictions are in place at City High until further notice. Please register your travel via this form:

Name:

Email Address:

Role:

- Student
- Faculty
- Staff

Will your personal travel plans take you outside of Pennsylvania?

- Yes
- No

Where will you be visiting?

Please identify the places you will be traveling to or through (including via ground transportation and airport layovers). Please be as specific as possible, including municipality, state/province, and country (e.g., Miami, Florida, USA):

Destination 1:

Destination 2:

Destination 3:

Destination 4:

Destination 5:

Destination 6:

Destination 7:

Indicate the first calendar day you will be traveling:

Select the last calendar day you will be traveling:

Thank you for your assistance. Please press submit below.

## Family and Medical Leave Policy

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. The FMLA is a federal law which can be accessed at [www.dol.gov/whd/fmla](http://www.dol.gov/whd/fmla) and is outlined in the U.S. Department of Labor Notice of Employee Rights and Responsibilities, attached hereto. The terms and provisions outlined in this policy shall be construed in accordance with the FMLA and applicable regulations.

To request FMLA leave or to ask a question regarding FMLA eligibility, employees should contact a human resources representative.

### 1. Eligibility

FMLA leave is available to “eligible employees.” To be an “eligible employee,” an employee must: (1) have been employed by the Employer for at least 12 months (which need not be consecutive); (2) have been employed by the Employer for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and (3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

### 2. Entitlements

The FMLA provides eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration. The FMLA also entitles employees to certain written notices concerning their potential eligibility for and designation of FMLA leave.

### 3. Basic FMLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a rolling 12-month period measured backward from the date an employee uses his/her FMLA leave. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee’s child after birth, or placement for adoption or foster care (this leave must be taken within 12-months of the child’s birth/placement);
- To care for the employee’s spouse, son, daughter or parent who has a serious health condition;
- For the employee’s own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee’s job;
- For purposes of Qualified Exigency Leave (described below); and/or
- For purposes of Military Caregiver Leave (described below).

If both married parents are employed by the Employer, they are together entitled to a total of 12 weeks of leave (rather than 12 weeks for each employee) for the birth or placement of a child for adoption or foster care.

The terms “serious health condition” and “son” and “daughter” are defined by the FMLA and applicable regulations.

#### Qualified Exigency Leave Entitlement

When an employee is the spouse, son, daughter, parent or next of kin (as those terms are defined by law) of a member of the United States Armed Forces, National Guard or Reserves, such employee will qualify for “qualified exigency leave” if the covered service member is on active duty, has been called to active duty, or has been notified of an impending call or order to active duty. For the purposes of this provision, “active duty” means deployment to a foreign country.

The categories of qualifying exigencies for which leave may be taken are:

- Short-notice deployment;
- Military events and related activities;
- Childcare and school activities;
- To care for the parent of a covered service member who is incapable of self-care;
- Counseling;
- Rest and recuperation with a covered service member who is on temporary, short-term leave during a period of active duty (up to 15 days);
- Post-deployment activities (within 90 days following active duty);
- Additional activities as agreed upon by the Employer.

#### Military Caregiver Leave Entitlement

Military Caregiver Leave will be granted for up to twenty-six (26) weeks to eligible employees who are the spouse, son, daughter, parent or next of kin (as those terms are defined by law) of a covered service member with a serious injury or illness during a 12-month period to care for the covered service member.

For the purposes of this provision, a covered service member is defined as a member of the United States Armed Forces, National Guard or Reserves, or any individual who was honorably discharged from the United States Armed Forces, National Guard or Reserves at any time during the five (5) years immediately preceding the beginning of the requested FMLA leave period, who has a serious injury or illness incurred or aggravated in the line of duty.

For purposes of this provision, the 12-month period of Military Caregiver Leave eligibility is calculated on a fixed basis, by looking forward from the date of the FMLA leave request.

“Serious injury or illness” is defined by the FMLA and applicable regulations.

## Intermittent Leave and Reduced Leave Schedules

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered service member.

## No Work While on Leave

The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by law.

## Protection of Group Health Insurance Benefits

During FMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work

## Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of “key employees” will cause the Employer substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Employer will notify employees if they qualify as “key employees,” if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee’s FMLA leave.

## Notice of Eligibility for, and Designation of, FMLA Leave

Employees requesting FMLA leave are entitled to receive written notice from the Employer telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: (1) their rights and responsibilities in connection with such leave; (2) the Employer's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and (3) the amount of leave, if known, that will be counted against the employee’s leave entitlement.

The Employer may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the Employer's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the Employer and employee can mutually agree that leave be retroactively designated as FMLA leave.

## Employee Obligations

## 1. Provide Notice of the Need for Leave

Employees who take FMLA leave must timely notify the Employer of their need for FMLA leave. The following describes the content and timing of such employee notices.

### Content of Employee Notice

To trigger FMLA leave protections, employees must inform a human resources representative of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the Employer to determine that the leave is FMLA-qualifying.

Calling in “sick,” without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Employer's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave maybe denied. When employees seek leave due to FMLA-qualifying reasons for which the Employer has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

### Timing of Employee Notice

Employees must provide 30 days’ advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days’ notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Employer notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days’ notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

### **Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, employees must consult with the Employer and make a reasonable effort to schedule treatment so as not to unduly disrupt the Employer's operations, subject to the approval of an employee’s health care provider. Employees must consult with the Employer prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Employer and the employees, subject to the approval of an employee’s health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Employer may require employees to attempt to make such arrangements, subject to the approval of the employee’s health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery

from a serious health condition or to care for a covered service member, the Employer may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Employer of the reason why such leave is medically necessary. In such instances, the Employer and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Employer's operations, subject to the approval of the employee's health care provider.

### **Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an initial certification, a recertification and a return to work/fitness for duty certification.

It is the employee's responsibility to provide the Employer with timely, complete and sufficient medical certifications. Whenever the Employer requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the Employer's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The Employer shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Employer will delay FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Employer (through individuals other than an employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide the Employer with authorization allowing it to clarify or authenticate certifications with health care providers, the Employer may delay FMLA leave if certifications are unclear.

Whenever the Employer deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

#### **Initial Medical Certifications**

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered service member, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial

medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Employer has reason to doubt initial medical certifications for an employee taking Basic FMLA Leave, it may require employees to obtain a second opinion at the Employer's expense. If the opinions of the initial and second health care providers differ, the Employer may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Employer and the employee.

#### Medical Recertifications

If an employee's medical certification states that the employee's FMLA leave period will last less than six (6) months, then the employee will be required to submit a new medical certification at the end of the initial leave period. If an employee's medical certification states that the employee's FMLA leave period will last six (6) months or more, then the employee will be required to submit a new medical certification every six (6) months. The Employer will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

#### Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Employer medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. The Employer may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

#### 2. Submit Certifications Supporting Need for Qualified Exigency and Military Caregiver Leave

Confirming documentation, including but not limited to the applicable Military orders of the covered service member, may be required to support an employee's request for Qualified Exigency Leave.

In addition to medical certifications, confirming documentation, including but not limited to proof of the covered service member's honorable discharge, may be required to support an employee's request for Military Caregiver Leave.

#### Substitute Paid Leave for Unpaid FMLA Leave

Employees beginning FMLA leave between July and December may hold back up to ten personal days and are required to exhaust all other accrued paid time prior to taking unpaid FMLA leave.

Employees beginning FMLA leave between January and June may hold back up to five personal days and are required to exhaust all other accrued paid time prior to taking unpaid FMLA leave.

The use of paid time does not extend the length of FMLA leave and the paid time will run concurrently with an employee's FMLA entitlement.

Employees with short term disability insurance may opt to exercise this benefit (if it applies) prior to taking paid and/or unpaid leave. Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement.

#### Pay Employee's Share of Health Insurance Premiums

During FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Employer notifies employees of other arrangements, whenever employees are receiving pay from the Employer during FMLA leave, the Employer will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Employer upon leave.

The Employer's obligation to maintain health care coverage ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, the Employer will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work for at least 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Employer for the cost of the premiums the Employer paid for maintaining coverage during their unpaid FMLA leave.

#### Coordination of FMLA Leave with Other Leave Policies

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any state or local law, which provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the Employer's other leave policies in this Employee Handbook or contact a human resources representative.

#### Questions and/or Complaints about FMLA Leave

If you have questions regarding this FMLA policy, please contact a human resources representative. The Employer is committed to complying with the FMLA and shall interpret and apply this policy in a manner consistent with the FMLA and all applicable regulations.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain, or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact a human resources representative immediately. The Employer will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

#### Exemption for Highly Compensated Employees

The Employer may choose not to return highly compensated employees (highest paid 10% of employees at a worksite or within 75 miles of that worksite) to their former or equivalent positions following a leave if restoration of employment will cause substantial economic injury to the Employer. (This fact-specific determination will be made by the Employer on a case-by-case basis.) The Employer will notify you if you qualify as a “highly compensated” employee, if the Employer intends to deny reinstatement, and of your rights in such instances.

**Notice of Eligibility & Rights and Responsibilities  
under the Family and Medical Leave Act**

**U.S. Department of Labor  
Wage and Hour Division**



**DO NOT SEND TO THE DEPARTMENT OF LABOR.  
PROVIDE TO EMPLOYEE.**

OMB Control Number: 1235-0003  
Expires: 6/30/2023

In general, to be eligible to take leave under the Family and Medical Leave Act (FMLA), an employee must have worked for an employer for at least 12 months, meet the hours of service requirement in the 12 months preceding the leave, and work at a site with at least 50 employees within 75 miles. While use of this form is optional, a fully completed Form WH-381 provides employees with the information required by 29 C.F.R. §§ 825.300(b), (c) which must be provided within five business days of the employee notifying the employer of the need for FMLA leave. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

Date:  (mm/dd/yyyy)

From: \_\_\_\_\_ (Employer) To: \_\_\_\_\_ (Employee)

On \_\_\_\_\_ (mm/dd/yyyy), we learned that you need leave (beginning on) \_\_\_\_\_ (mm/dd/yyyy) for one of the following reasons: (Select as appropriate)

- The birth of a child, or placement of a child with you for adoption or foster care, and to bond with the newborn or newly-placed child
- Your own serious health condition
- You are needed to care for your family member due to a serious health condition. Your family member is your:
  - Spouse       Parent       Child under age 18       Child 18 years or older and incapable of self-care because of a mental or physical disability
- A qualifying exigency arising out of the fact that your family member is on covered active duty or has been notified of an impending call or order to covered active duty status. Your family member on covered active duty is your:
  - Spouse       Parent       Child of any age
- You are needed to care for your family member who is a covered servicemember with a serious injury or illness. You are the servicemember's:
  - Spouse       Parent       Child       Next of kin

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for an individual who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a child for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.

**SECTION I – NOTICE OF ELIGIBILITY**

**This Notice is to inform you that you are:**

- Eligible** for FMLA leave. (See Section II for any Additional Information Needed and Section III for information on your Rights and Responsibilities.)
- Not eligible** for FMLA leave because: (Only one reason need be checked)
  - You have not met the FMLA's 12-month length of service requirement. As of the first date of requested leave, you will have worked approximately: \_\_\_\_\_ towards this requirement.  
(months)
  - You have not met the FMLA's 1,250 hours of service requirement. As of the first date of requested leave, you will have worked approximately: \_\_\_\_\_ towards this requirement.  
(hours of service)

Employee Name:

- You are an airline flight crew employee and you have not met the special hours of service eligibility requirements for airline flight crew employees as of the first date of requested leave (i.e., worked or been paid for at least 60% of your applicable monthly guarantee, and worked or been paid for at least 504 duty hours.)
- You do not work at and/or report to a site with 50 or more employees within 75-miles as of the date of your request.

If you have any questions, please contact: \_\_\_\_\_ (Name of employer representative)  
at \_\_\_\_\_ (Contact information).

**SECTION II – ADDITIONAL INFORMATION NEEDED**

As explained in Section I, you meet the eligibility requirements for taking FMLA leave. Please review the information below to determine if additional information is needed in order for us to determine whether your absence qualifies as FMLA leave. Once we obtain any additional information specified below we will inform you, **within 5 business days**, whether your leave will be designated as FMLA leave and count towards the FMLA leave you have available. **If complete and sufficient information is not provided in a timely manner, your leave may be denied.**

(Select as appropriate)

- No additional information requested. If no additional information requested, go to Section III.
- We request that the leave be supported by a certification, as identified below.
  - Health Care Provider for the Employee
  - Health Care Provider for the Employee’s Family Member
  - Qualifying Exigency
  - Serious Illness or Injury (Military Caregiver Leave)

Selected certification form is  attached /  not attached.

If requested, medical certification must be returned by \_\_\_\_\_ (mm/dd/yyyy) (Must allow at least 15 calendar days from the date the employer requested the employee to provide certification, unless it is not feasible despite the employee’s diligent, good faith efforts.)

- We request that you provide reasonable documentation or a statement to establish the relationship between you and your family member, including *in loco parentis* relationships (as explained on page one). The information requested must be returned to us by \_\_\_\_\_ (mm/dd/yyyy). You may choose to provide a simple statement of the relationship or provide documentation such as a child’s birth certificate, a court document, or documents regarding foster care or adoption-related activities. Official documents submitted for this purpose will be returned to you after examination.
- Other information needed (e.g. documentation for military family leave): \_\_\_\_\_  
The information requested must be returned to us by \_\_\_\_\_ (mm/dd/yyyy).

If you have any questions, please contact: \_\_\_\_\_ (Name of employer representative)  
at \_\_\_\_\_ (Contact information).

**SECTION III – NOTICE OF RIGHTS AND RESPONSIBILITIES**

**Part A: FMLA Leave Entitlement**

You have a right under the FMLA to take unpaid, job-protected FMLA leave in a 12-month period for certain family and medical reasons, including up to **12 weeks** of unpaid leave in a 12-month period for the birth of a child or placement of a child for adoption or foster care, for leave related to your own or a family member’s serious health condition, or for certain qualifying exigencies related to the deployment of a military member to covered active duty. You also have a right

Employee Name:

under the FMLA to take up to **26 weeks** of unpaid, job-protected FMLA leave in a single 12-month period to care for a covered servicemember with a serious injury or illness (*Military Caregiver Leave*).

The 12-month period for FMLA leave is calculated as: *(Select as appropriate)*

- The calendar year (January 1<sup>st</sup> - December 31<sup>st</sup>)
- A fixed leave year based on \_\_\_\_\_  
*(e.g., a fiscal year beginning on July 1 and ending on June 30)*
- The 12-month period measured forward from the date of your first FMLA leave usage.
- A “rolling” 12-month period measured backward from the date of any FMLA leave usage. *(Each time an employee takes FMLA leave, the remaining leave is the balance of the 12 weeks not used during the 12 months immediately before the FMLA leave is to start.)*

If applicable, the single 12-month period for *Military Caregiver Leave* started on \_\_\_\_\_ *(mm/dd/yyyy)*.

You  *are* /  *are not* considered a key employee as defined under the FMLA. Your FMLA leave cannot be denied for this reason; however, we may not restore you to employment following FMLA leave if such restoration will cause substantial and grievous economic injury to us.

We  have /  have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us. Additional information will be provided separately concerning your status as key employee and restoration.

**Part B: Substitution of Paid Leave – When Paid Leave is Used at the Same Time as FMLA Leave**

You have a right under the FMLA to request that your accrued paid leave be substituted for your FMLA leave. This means that you can request that your accrued paid leave run concurrently with some or all of your unpaid FMLA leave, provided you meet any applicable requirements of our leave policy. Concurrent leave use means the absence will count against both the designated paid leave and unpaid FMLA leave at the same time. If you do not meet the requirements for taking paid leave, you remain entitled to take available unpaid FMLA leave in the applicable 12-month period. Even if you do not request it, the FMLA allows us to require you to use your available sick, vacation, or other paid leave during your FMLA absence.

*(Check all that apply)*

- Some or all of your FMLA leave will not be paid.** Any unpaid FMLA leave taken will be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- You have requested to use some or all of your available paid leave** *(e.g., sick, vacation, PTO)* during your FMLA leave. Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- We are requiring you to use some or all of your available paid leave** *(e.g., sick, vacation, PTO)* during your FMLA leave. Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- Other:** *(e.g., short- or long-term disability, workers’ compensation, state medical leave law, etc.)* \_\_\_\_\_  
Any time taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.

The applicable conditions for use of paid leave include: \_\_\_\_\_.

For more information about conditions applicable to sick/vacation/other paid leave usage please refer to \_\_\_\_\_  
\_\_\_\_\_ available at: \_\_\_\_\_.

Employee Name: \_\_\_\_\_

**Part C: Maintain Health Benefits**

Your health benefits must be maintained during any period of FMLA leave under the same conditions as if you continued to work. During any paid portion of FMLA leave, your share of any premiums will be paid by the method normally used during any paid leave. During any unpaid portion of FMLA leave, you must continue to make any normal contributions to the cost of the health insurance premiums. To make arrangements to continue to make your share of the premium payments on your health insurance while you are on any unpaid FMLA leave, contact \_\_\_\_\_ at \_\_\_\_\_.

You have a minimum grace period of ( 30-days or  \_\_\_\_\_ *indicate longer period, if applicable*) in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work.

You may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave if you do not return to work following **unpaid** FMLA leave for a reason other than: the continuation, recurrence, or onset of your or your family member's serious health condition which would entitle you to FMLA leave; or the continuation, recurrence, or onset of a covered servicemember's serious injury or illness which would entitle you to FMLA leave; or other circumstances beyond your control.

**Part D: Other Employee Benefits**

Upon your return from FMLA leave, your other employee benefits, such as pensions or life insurance, must be resumed in the same manner and at the same levels as provided when your FMLA leave began. To make arrangements to continue your employee benefits while you are on FMLA leave, contact \_\_\_\_\_ at \_\_\_\_\_.

**Part E: Return-to-Work Requirements**

You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from FMLA-protected leave. An equivalent position is one that is virtually identical to your former position in terms of pay, benefits, and working conditions. At the end of your FMLA leave, all benefits must also be resumed in the same manner and at the same level provided when the leave began. You do not have return-to-work rights under the FMLA if you need leave beyond the amount of FMLA leave you have available to use.

**Part F: Other Requirements While on FMLA Leave**

While on leave you ( will be /  will not be) required to furnish us with periodic reports of your status and intent to return to work every \_\_\_\_\_.

*(Indicate interval of periodic reports, as appropriate for the FMLA leave situation).*

**If the circumstances of your leave change and you are able to return to work earlier than expected, you will be required to notify us at least two workdays prior to the date you intend to report for work.**

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

It is mandatory for employers to provide employees with notice of their eligibility for FMLA protection and their rights and responsibilities. 29 U.S.C. § 2617; 29 C.F.R. § 825.300(b), (c). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF LABOR. EMPLOYEE INFORMATION.**

## APPENDIX U – TITLE IX POLICY

### **Policy on Nondiscrimination**

City Charter High School (“City Charter”) does not discriminate in its educational programs, activities or employment practices based on race, color, national origin, sex, sexual orientation, disability, age, religion, ancestry, genetic information or any other legally-protected category. Announcement of this policy is in accordance with State Law including the Pennsylvania Human Relations Act and with Federal law, including Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967 and the Americans with Disabilities Act of 1990. City Charter’s full Non-Discrimination Policy can be found in the City Charter Student and Family Handbook on [www.cityhigh.org](http://www.cityhigh.org).

### **Applicable Scope**

The core purpose of this policy is to prohibit sexual harassment and retaliation. When an alleged violation of this policy is reported, the allegations are subject to resolution using the process as detailed below.

This policy specifically applies, but is not limited, to allegations by or on behalf of students or employees that have been sexually harassed or sexually assaulted in or related to the school environment, whether by other adults or students. This procedure does not apply to complaints alleging violations of Title IX for equal access to athletic opportunities, nor other forms of sex discrimination, such as different treatment based on sex. Such complaints are covered under City High’s nondiscrimination policies and procedures.

The procedures below may be applied to incidents, to patterns, and/or to the school climate, all of which may be addressed and investigated in accordance with this policy.

### **Title IX Coordinator**

The Coordinator of School Counseling serves as the Title IX Coordinator and oversees implementation of this policy. The Title IX Coordinator has the primary responsibility for coordinating City High’s efforts related to the intake, investigation, resolution, and implementation of supportive measures to stop, remediate, and prevent sexual harassment and retaliation prohibited under this policy.

Complaints or notice of alleged policy violations, or inquiries about or concerns regarding this policy and procedures, may be made internally to:

Dr. Dara Ware Allen  
Title IX Coordinator  
CEO and Principal  
201 Stanwix Street  
Pittsburgh PA 15222

412-690-2489 extension 101  
[dwallen@cityhigh.org](mailto:dwallen@cityhigh.org)  
[www.cityhigh.org](http://www.cityhigh.org)

City High has also classified all employees as Mandated Title IX Reporters of any knowledge they have that a member of the community is experiencing sexual harassment and/or retaliation.

The section below on Title IX Mandated Reporting details the responsibilities and duties that all City High School employees have as Mandated Reporters under Title IX.

Inquiries may be made externally to:

Office for Civil Rights (OCR)  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, D.C. 20202-1100  
Customer Service Hotline #: (800) 421-3481  
Facsimile: (202) 453-6012  
TDD#: (877) 521-2172  
Email: [OCR@ed.gov](mailto:OCR@ed.gov)  
Web: <http://www.ed.gov/ocr>

For complaints involving employees: [Equal Employment Opportunity Commission](http://www.eeoc.gov) (EEOC)

### **Definition of Sexual Harassment**

The Department of Education's Office for Civil Rights (OCR), the Equal Employment Opportunity Commission (EEOC), and the Commonwealth of Pennsylvania regard Sexual Harassment as an unlawful discriminatory practice.

City High has adopted the following definition of Sexual Harassment in order to address the unique environment of an educational setting.

#### 1. "Quid Pro Quo" Sexual Harassment:

Quid pro quo harassment occurs when a school employee, such as a teacher, causes a student to believe that he or she must submit to sexual conduct, sexual advances, or grant sexual favors or that accepting or rejecting of such conduct or communications will be used as a factor in decisions affecting the student's education. For example, when a teacher threatens to fail a student unless the student agrees to date the teacher, it is quid pro quo harassment. Similarly, quid pro quo harassment can occur when an employee's supervisor makes unwelcome sexual advances or requests sexual favors and the employee reasonably believes that submitting to that conduct or communication is a condition of obtaining employment or that accepting or rejecting that conduct or communication will be used as a factor in employment decisions.

#### 2. "Hostile Environment" Sexual Harassment:

Hostile environment sexual harassment is conduct of a sexual nature that is sufficiently serious that it interferes with, limits, or denies a person the ability to participate in or benefit from a program, education, or environment. For students, hostile environment sexual harassment means unwelcome conduct of a sexual nature that is sufficiently serious that it interferes with, limits, or denies a student the opportunity to participate in or benefit from an education program or activity. For employees, a hostile work environment is created when unwelcome conduct of a sexual nature is sufficiently serious that it interferes with, denies, or limits the employee's work performance or work environment.

(a) The term "conduct" includes, but is not limited to:

- verbal comments, including unwelcome sexual advances, requests for sexual favors, and derogatory remarks;
- nonverbal conduct, such as graffiti, text messages, or notes; and/or
- physical conduct such as sexual touching, fondling, sexual assault, rape, and other forms of sexual violence.

(b) The term "of a sexual nature" is a broad term that includes conduct or comments about sex (the physical act), based on sex (persons being male or female), or based on sex or gender based stereotyping.

(c) In determining whether conduct is "sufficiently serious" as to interfere with, deny, or limit education or employment so as to rise to the level of sexual harassment, City High will examine all the circumstances, including: the type of harassment (e.g., whether it was verbal or physical); the frequency and severity of the conduct; the age, sex and relationship of the parties; the setting and context in which the harassment occurred; whether other incidents have occurred at the school; and other relevant factors. The more severe the conduct, the less need there is to show a repetitive series of incidents to prove a hostile environment. For instance, a single instance of rape is sufficiently severe to create a hostile environment.

### 3. Other conduct defined by federal law:

- (a) Sexual assault
- (b) Dating violence
- (c) Domestic violence
- (d) Stalking

Acts of sexual harassment may be committed by any person upon any other person, regardless of the sex, sexual orientation, and/or gender identity of those involved.

### **Independence and Conflict-of-Interest**

The Title IX Coordinator acts with independence and authority free from bias and conflicts of interest. The Title IX Coordinator oversees all resolutions under this policy and any related Title IX procedures or guidelines.

The members of the Title IX Team are vetted and trained to ensure they are not biased for or against any party in a specific case or biased for or against Complainants and/or Respondents, generally.

To raise any concern involving bias or conflict of interest by the Title IX Coordinator, contact the City High Board President David J. Lehman, Esq. at 412-355-6738. Concerns of bias or a potential conflict of interest by any other Title IX Team member should be raised with the Title IX Coordinator.

Reports of misconduct committed by the Title IX Coordinator should be reported to the City High Board President David J. Lehman, Esq. at 412-355-6738. Reports of misconduct committed by any other Title IX Team member should be reported to the Title IX Coordinator.

### **Notice/Complaints of Sexual Harassment and/or Retaliation**

Notice or complaints of sexual harassment and/or retaliation may be made using any of the following options:

1) File a complaint with, or give verbal notice to, the Title IX Coordinator Dr. Dara Ware Allen, [dwallen@cityhigh.org](mailto:dwallen@cityhigh.org), 412-690-2489, ext 101. A report may be made at any time (including during non-school hours) by using the telephone number or email address, or by mail to the office address, listed for the Title IX Coordinator or any other official listed.

[2] Report online, using the reporting form posted at [www.cityhigh.org](http://www.cityhigh.org). Reports may be made anonymously but may result in a need to investigate. City High tries to provide supportive measures to all Complainants, which is often not possible with an anonymous report. Know that reporting carries no obligation to file a Formal Complaint, which would trigger a formal response. City High respects requests from Complainants to dismiss complaints unless there is a compelling threat to health and/or safety, criminal activity, child abuse, and/or the Respondent is an employee.

A Formal Complaint means a document submitted or signed by the Complainant or their parent/guardian or signed by the Title IX Coordinator alleging a policy violation by a Respondent and requesting that City High Schools investigate the allegation(s). The school's formal complaint form can be accessed at [www.cityhigh.org](http://www.cityhigh.org).

A complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail or by using the contact information above.

### **Supportive Measures**

City High will offer and implement appropriate and reasonable supportive measures to the parties upon notice of alleged sexual harassment and/or retaliation.

### **Online Sexual Harassment and/or Retaliation**

The policies of City High are written and interpreted broadly to include online manifestations of any of the behaviors prohibited below, when those behaviors occur in or have an effect on City

High's education program and activities or use of City High's networks, technology, or equipment.

Although City High may not control websites, social media, and other venues in which harassing communications are made, when such communications are reported to City High, it will engage in a variety of means to address and mitigate the effects.

Members of the community are encouraged to be good digital citizens and to refrain from online misconduct, such as feeding anonymous gossip sites, sharing inappropriate content via social media, unwelcome sexual or sex-based messaging, distributing or threatening to distribute revenge pornography, breaches of privacy, or otherwise using the ease of transmission and/or anonymity of the Internet or other technology to harm another member of the City High community.

Any online posting or other electronic communication by students, including cyber-bullying, cyber-stalking, cyber-harassment, etc., occurring completely outside of City High's control (e.g., not on City High networks, websites, or between City High email accounts) will only be subject to this policy when such online conduct can be shown to cause a substantial in-program disruption or infringement on the rights of others.

Otherwise, such communications are considered speech protected by the First Amendment. Supportive measures for Complainants will be provided, but protected speech cannot legally be subjected to discipline.

### **Retaliation**

Protected activity under this policy includes reporting an incident that may implicate this policy, participating in the grievance process, supporting a Complainant or Respondent, assisting in providing information relevant to an investigation, and/or acting in good faith to oppose conduct that constitutes a violation of this Policy.

Acts of alleged retaliation should be reported immediately to the Title IX Coordinator and will be promptly investigated. City High will take all appropriate and available steps to protect individuals who fear that they may be subjected to retaliation.

City High and any member of City High's community are prohibited from intimidating, threatening, coercing, harassing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by law or policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy and related procedures and guidelines.

Filing a complaint under another school policy could be considered retaliatory if those charges could be applicable under this policy, when the charges are made for the purpose of interfering with or circumventing any right or privilege provided under this policy that is not

provided under the other school/district policy that was used. Therefore, City High vets all complaints carefully to ensure this does not happen, and to assure that complaints are tracked to the appropriate process.

The exercise of rights protected under the First Amendment does not constitute retaliation.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this policy and procedure does not constitute retaliation, provided that a determination regarding responsibility, alone, is not sufficient to conclude that any party has made a materially false statement in bad faith.

### **Mandated Title IX Reporting**

All City High employees (teachers, staff, administrators) are expected to report actual or suspected sexual harassment or retaliation to appropriate officials immediately. This includes employees who might otherwise be considered confidential resources.

In order to make informed choices, it is important to be aware of confidentiality and mandatory reporting requirements when consulting school resources. In school, some resources may maintain confidentiality and are not required to report actual or suspected sexual harassment or retaliation. They may offer options and resources without any obligation to inform an outside agency or school official unless a Complainant has requested the information be shared.

If a Complainant expects formal action in response to their allegations, reporting to any Mandated Reporter can connect them with resources to report crimes and/or policy violations, and these employees will immediately pass reports to the Title IX Coordinator (and/or police, if desired by the Complainant), who will take action when an incident is reported to them.

The following sections describe the reporting options at City High for a Complainant or third-party (including parents/guardians when appropriate):

#### **a. Confidential Resources**

Because all City High employees are required to report actual or suspected sexual harassment or retaliation, any such information a Complainant shares with any City High employee cannot remain confidential.

If a Complainant would like the details of an incident to be kept confidential, the Complainant may speak with a non-City High employee. Following are some confidential community-based resources:

- Employee Assistance Program
- Licensed professional counselors and other medical providers
- Local rape crisis counselors
- Domestic violence resources
- Local or state assistance agencies
- Clergy/Chaplains
- Attorneys

All of the above-listed individuals are not City High Schools employees and may maintain confidentiality when acting under the scope of their licensure, professional ethics, and/or professional credentials, except in extreme cases of immediacy of threat or danger or abuse of a minor, or when required to disclose by law or court order.

### **b. Mandated Title IX Reporters and Formal Notice/Complaints**

All employees of City High are Mandated Title IX Reporters and must promptly share with the Title IX Coordinator all known details of a report made to them in the course of their employment.

Employees must also promptly share all details of behaviors under this policy that they observe or have knowledge of, even if not reported to them by a Complainant or third-party.

Complainants may want to carefully consider whether they share personally identifiable details with non-confidential Mandated Reporters, as those details must be shared with the Title IX Coordinator.

Failure of a Mandated Title IX Reporter to report an incident of sexual harassment or retaliation of which they become aware is a violation of City High policy and can be subject to disciplinary action.

Though this may seem obvious, when a Mandated Title IX Reporter is engaged in harassment or other violations of this policy, they still have a duty to report their own misconduct, though City High is technically not on notice when a harasser is also a Mandated Title IX Reporter unless the harasser does in fact report themselves.

Finally, it is important to clarify that a Mandated Title IX Reporter who is themselves a target of harassment or other misconduct under this policy is not required to report their own experience, though they are, of course, encouraged to do so.

#### **When a Complainant Does Not Wish to Proceed**

If a Complainant does not wish for their name to be shared, does not wish for an investigation to take place, or does not want a formal complaint to be pursued, they may make such a request to the Title IX Coordinator, who will evaluate that request in light of the duty to ensure the safety of the school and to comply with state or federal law.

The Title IX Coordinator has ultimate discretion over whether City High proceeds when the Complainant does not wish to do so.

#### **Emergency Notifications**

City High may issue emergency notifications for incidents that are reported and pose a serious or continuing threat of bodily harm or danger to members of the school community.

City High will ensure that a Complainant's name and other identifying information is not disclosed, while still providing enough information for community members to make safety decisions in light of the potential danger.

These notifications may be issued school-wide or may be limited to those members of the community who are potentially impacted. The Title IX Coordinator will work in conjunction with the appropriate school officials in determining the scope and content of the notification that may be issued.

### **False Allegations and Evidence**

Deliberately false and/or malicious accusations under this policy are a serious offense and will be subject to appropriate disciplinary action. This does not include allegations that are made in good faith but are ultimately shown to be erroneous or do not result in a policy violation determination.

Additionally, witnesses and parties knowingly providing false evidence, tampering with or destroying evidence, or deliberately misleading an official conducting an investigation can be subject to discipline under City High policy.

### **Amnesty for Complainants and Witnesses**

The City High community encourages the reporting of misconduct and crimes by Complainants and witnesses. Sometimes, Complainants or witnesses are hesitant to report to City High officials or participate in grievance processes because they fear that they themselves may be in violation of certain policies, such as underage drinking or use of illicit drugs at the time of the incident. Respondents may hesitate to be forthcoming during the process for the same reasons.

It is in the best interests of City High community that Complainants choose to report misconduct to City High officials, that witnesses come forward to share what they know, and that all parties be forthcoming during the process.

To encourage reporting and participation in the process, City High maintains a policy of offering parties and witnesses amnesty from minor policy violations related to the incident.

Amnesty does not apply to more serious allegations such as physical abuse of another or illicit drug distribution. The decision not to offer amnesty is based on neither sex nor gender, but on the fact that collateral misconduct is typically addressed for all students within a progressive discipline system, and the rationale for amnesty – the incentive to report serious misconduct – is rarely applicable to Respondent with respect to a Complainant.

In determining whether to offer amnesty, the Title IX Coordinator will consider factors such as: the nature and severity of the policy violation; the age of the individual; the impact on the health and safety of the individual and the school community; and the best interests of the school community.

**Students:** Sometimes, students are hesitant to assist others for fear that they may get in trouble themselves (for example, an underage student who has been drinking or using marijuana might hesitate to help take an individual who has experienced sexual assault to seek assistance.

City High maintains a policy of amnesty for students who offer help to others in need.

### **Recordkeeping**

City High will maintain for a period of seven years records of:

1. Each sexual harassment investigation including any determination regarding responsibility and any audio or audiovisual recording or transcript required under federal regulation;
2. Any disciplinary sanctions imposed on the Respondent;
3. Any remedies provided to the Complainant designed to restore or preserve equal access to City High's education program or activity;
4. Any appeal and the result therefrom;
5. Any Informal Resolution and the result therefrom;
6. All materials used to train Title IX Coordinators, Investigators, Decision-makers, and any person who facilitates an Informal Resolution process. City High will make these training materials publicly available on City High's website.; and
7. Any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment, including:
  - a. The basis for all conclusions that the response was not deliberately indifferent;
  - b. Any measures designed to restore or preserve equal access to City High's education program or activity; and
  - c. If no supportive measures were provided to the Complainant, document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

City High will also maintain any and all records in accordance with state and federal laws.

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**BOARD RESOLUTION: DESIGNATED FUND BALANCE**

AT A DULY ADVERTISED MEETING HELD THE 21<sup>ST</sup> DAY OF JULY, 2021, THE BOARD OF TRUSTEES REVIEWED AND CONSIDERED THE FOLLOWING RESOLUTION FOR APPROVAL.

**BE IT RESOLVED THAT EDSYS, INC., (THE COMPANY) ASSIGNS AND RESTRICTS \$3,000,000 OF ITS FUND BALANCES TO BE ASSIGNED AS OF JUNE 30, 2021 TO THE USES IDENTIFIED BELOW:**

- A) \$1,979,169 TO FUND ONE-HALF OF THE COMPANY'S RETIREMENT CONTRIBUTIONS WHICH IS IN ADDITION TO THE ORIGINAL AMOUNT COMMITTED ON JUNE 30, 2025**
- B) \$1,020,831 TO FUND FUTURE LEASE PAYMENTS THROUGH THE DURATION OF THE LEASE AGREEMENT, WHICH ENDS IN 2027**

**RESOLVED, FURTHER, THE ASSIGNED FUND BALANCES MAY NOT BE USED BY THE COMPANY FOR ANY PURPOSE OTHER THAN THOSE IDENTIFIED IN THE FOREGOING RESOLUTION UNLESS AND UNTIL DESIGNATED BY THE BOARD OF TRUSTEES OF THE COMPANY.**

THIS RESOLUTION IS:

APPROVED \_\_\_\_\_

APPROVED AS AMENDED \_\_\_\_\_

TABLED \_\_\_\_\_

REJECTED \_\_\_\_\_

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Theresa Dillon,  
Board Secretary

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David Lehman,  
President, Board of Trustees

SEAL