

SEBASTOPOL CHARTER

A Waldorf-Inspired Public School since 1995



Personnel Policies And Employee Handbook

Sebastopol Independent Charter School

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INTRODUCTION

WELCOME TO SEBASTOPOL CHARTER

Working in the Sebastopol Independent Charter School (“School” or “Charter School”) encompasses a broad range of personal duties, but also represents a responsibility to hold the whole school. For the healthy development of the school it requires an earnest awareness on the part of all employees that by joining the staff, one has chosen to nurture the School, to the extent of our individual capacities. We all pitch in and share responsibilities, serving the whole organization. The task is to bring our common ideals into the practical details and responsibilities of everyday life at the school.

In his book *Discussions with Teachers*, Dr. Rudolf Steiner gave four principles, paraphrased below, for teachers to carry in their hearts:

- Teachers must be people of initiative in everything they do, great or small. At every moment, we must stand in full consciousness of what we are doing in school and how we stand in front of the children.
- Teachers should be interested in the world and in humanity. We should be able to enter into all the concerns, great or small, of every individual child in our care.
- Teachers must never make a compromise within their hearts with what is true.
- Teachers must never get stale or grow sour. We must cherish a spirit that is fresh and healthy, constantly studying, reflecting, and striving.

SCHOOL NAME

The official name of our organization is the Sebastopol Independent Charter School. Several years ago the school adopted the simplified name Sebastopol Charter and updated the look of the school’s logo and branding to present a more contemporary and attractive image to the community. You will also hear the school referred to as Sebastopol Charter School or encounter the initials SICS, SC, or SCS. All of these monikers refer to our School.

ABOUT THIS HANDBOOK

This *Handbook* describes some of the terms and conditions of employment of full- and part-time employees and supervisors. It supplements individual written contracts or documents that make reference to this *Handbook*.

This *Handbook* highlights School policies, practices, and benefits for your personal education and should be read together with your employment agreement. However, circumstances may require that policies, practices, and benefits described in the *Handbook* change from time to time. Consequently, the School reserves the right to amend, supplement or rescind any provisions of this *Handbook* as it deems appropriate in its sole and absolute discretion. As policies and benefits are revised in a regular process by the administration or Board of Directors, updated pages will be distributed to you. Please keep this *Handbook* readily available and insert the updated material promptly so that it is current at all times. All employees have the responsibility to read and familiarize themselves with the policies and procedures contained in this *Handbook*. Employees must sign the acknowledgment form at the end and return it to the Executive Director or designee. This will provide the School with a record that each employee has received this *Handbook*.

It should be understood that employees may bring any and all questions concerning any material in this book to the Executive Director, as well as suggestions for improvement on any aspect of the school. The school is constantly trying to improve its policies and procedures. By working together, the School hopes that we will share a sincere pride in the School and the educational and supportive services that we are here to provide.

GENERAL CONDITIONS OF EMPLOYMENT

EQUAL EMPLOYMENT OPPORTUNITY

The School is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to race, color, creed, gender (including gender identity and gender expression), religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, sexual orientation, military and veteran status, or any other consideration made unlawful by federal, state, or local laws. This policy extends to all employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, compensation and benefits of existing employees.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a School representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. The School then will conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform his or her job. The School will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation.

STATEMENT OF AT-WILL EMPLOYMENT STATUS

Employment at the School is employment “at-will”. Accordingly, either the School or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice. Nothing in this *Handbook* or in any document or statement shall limit the right to terminate employment at-will. Only the Board of Directors of the School, or authorized designee, has the authority to make any agreement for employment and then only in writing. Except for at-will status, any and all policies or practices can be changed at any time by the School. The School reserves the right to change the hours, wages, and working conditions of any employee at any time.

Nothing in this *Handbook*, or any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

INTEGRATION CLAUSE AND THE RIGHT TO REVISE

This *Personnel Policy and Employee Handbook* contains the employment policies and practices of the School in effect at the time of publication. All *Personnel Policy and Employee Handbooks* previously issued to this one and any policy statements of memoranda inconsistent with those contained herein are superseded.

The School reserves the right to revise, modify, delete, or add to any and all policies, procedures, work

rules, or benefits stated in this *Handbook* or in any other document, except for the policy of at-will employment. However, any such changes must be in writing and must be approved or signed by the Executive Director of the School. Any written changes to this *Handbook* will be distributed to all employees so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way change or alter the provisions of this *Handbook*.

UNLAWFUL HARASSMENT

The School is committed to providing a work environment free of unlawful harassment. School policy prohibits sexual harassment and harassment because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age or any other basis protected by federal, state or local law or ordinance or regulation. The School's anti-harassment policy applies to all persons involved in the operation of the School and prohibits unlawful harassment by any employee of the School, including supervisors, co-workers, and any person doing business with or for the School. See Appendix 1 for full text of School Policy on Harassment and related Administrative Regulation.

Prohibited unlawful harassment may include, but is not limited to, the following behavior:

1. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, or comments;
2. Visual conduct such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
3. Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis;
4. Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors; retaliation for having reported or threatened to report harassment.

If you believe that you have been unlawfully harassed, provide a written complaint to your own or any other supervisor, or to the Executive Director of the School as soon as possible after the incident. Your complaint should include details of the incident or incidents, names of the individuals involved and names of any witnesses. Supervisors will refer all harassment complaints to the Executive Director of the School. The School will immediately undertake effective, thorough and objective investigation of the harassment allegations.

If the School determines that unlawful harassment has occurred, effective remedial action will be taken. Any employee determined by the School to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to and including termination. The School will not retaliate against you for filing a complaint and will not tolerate or permit retaliation by management, employees or co-workers.

CHILD ABUSE AND NEGLECT REPORTING

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

The School will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services or equivalent, to employees who

are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee's employment.

By acknowledging receipt of this Handbook, employees acknowledge they are child care custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.

WHISTLEBLOWER POLICY

The School requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

DRUG-FREE WORKPLACE

The School is committed to providing a drug and alcohol free workplace and to promoting safety in the workplace, employee health and well-being, public confidence and a work environment that is conducive to attaining high work standards.

The bringing to the work place, possession or use of intoxicating beverages or drugs on any School premises or to any school activity at which students are in attendance is prohibited and will result in disciplinary action up to and including termination. In addition, the use of any such prohibited substances during work or school volunteering is expressly prohibited.

CONFIDENTIALITY

Each employee is responsible for safeguarding confidential information obtained in connection with his or her employment. In the course of your work, you may have access to confidential information regarding the School, its suppliers, its students, or perhaps even fellow employees. It is your responsibility to in no way reveal or divulge any such information unless it is necessary for you to do so in the performance of your work. Access to confidential information should be on a "need-to-know" basis and must be authorized by your supervisor. Any breach of this policy will not be tolerated and legal action may be taken by the School.

All employees are required to observe discretion, privacy, and confidentiality with all matters involving students and their families including compliance with the Family Educational Rights and Privacy Act (FERPA).

CONFLICT OF INTEREST

All employees must avoid situations involving actual or potential conflict of interest. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in personal gain for that employee or for a relative as a result of the School's business dealings.

An employee involved in any relationships or situations which may constitute a conflict of interest should immediately and fully disclose the relevant circumstances to the Executive Director, or the Board of Directors, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

"Designated Employees" must specifically comply with the School's Conflict of Interest Policy.

SMOKING POLICY

Smoking is not allowed in the School or on School grounds. Included in this prohibition is tobacco use in privately owned vehicles located on School operated property. This policy applies to employees, students, and the general public.

IMMIGRATION REFORM AND CONTROL ACT

In accordance with the Immigration and Control Act of 1986, the School will hire only those individuals who are authorized to work in the United States. All candidates for employment will be required to submit proof of their identity and authorization to work in the United States. Employees will also be required to complete and sign, under oath, Form I-9. On Form I-9, you must attest that you are authorized to work in the United States and the documents submitted as proof are genuine. The school is required by law to check these documents for every individual hired and to sign the I-9 form, stating, under oath, that this has been done.

The School does not, and will not, discriminate on the basis of national origin or citizenship status.

SCHOOL ORGANIZATION AND RESPONSIBILITIES

ACCOUNTABILITY

Professional conduct is expected of all employees.

Teachers are given a large degree of freedom, which the very pulse of the education requires. This freedom, however, implies equal degree of responsibility.

Teachers are accountable for presenting lessons in keeping with the guidelines of the Waldorf-inspired curriculum, and for adequately covering the subject matter. New teachers are encouraged to ask questions of more experienced teachers and to explore all avenues of further professional development when needed. All teachers must participate in the school's mentoring program.

Teachers not trained in Waldorf methods will be asked specifically to supplement their teaching skills by studies of Waldorf pedagogy in an approved Teacher Training Program. Tutorials can be arranged to meet individual needs. Teachers may be asked to provide evidence that they are attempting to meet general educational and/or Waldorf training requirements. All teachers are encouraged to attend to their own professional development by taking courses, by attending conferences, or by personal study. All teachers are expected to self-evaluate as one part of the evaluation procedure.

Teachers are accountable for lesson preparation and for structuring and planning their classes. Advice and materials from other teachers can be useful, but replicating others' lesson blocks is not encouraged without careful tailoring of the material to each individual class and situation.

Teachers are accountable to work within the framework of the school organizational structure. No class exists in isolation nor has its own rules, nor does any teacher.

ORGANIZATIONAL STRUCTURE

THE CLASS TEACHER is responsible to the school for the education in multiple subjects of each child in his/her class. The class teacher has a primary responsibility to communicate with a child's parents.

THE SPECIALTY TEACHER is responsible to the school for the education in specific subject(s) of each child in his/her class.

THE ASSISTANT TEACHER is responsible to the school for the education of each child in his/her class under the guidance of a lead teacher.

THE FACULTY is composed of full-time and part-time teachers. Under the guidance of the Executive Director (ED) and ED-designated faculty leadership, they meet weekly to study professional pedagogical methods and to conduct matters pertinent to the school and classroom.

THE EXECUTIVE DIRECTOR has responsibility over all things relating to pedagogy and student services. The Executive Director works closely with the Faculty Council and/or other faculty leaders. Although the Board of Directors shall be responsible for the general operation of the School in all its aspects, it may, at the appropriate time, delegate responsibilities for aspects of the curriculum and learning program to the Executive Director. The Executive Director, in particular, has a special obligation and ultimate authority for determining and overseeing the curriculum of the School, the methodology, and the evaluation of current and potential teachers at the School.

Examples of such responsibilities are as follows:

1. To determine the implementation of the school curriculum, and to oversee its presentation to the students. This involves a continuing evaluation process of both faculty and students to ensure a high standard of performance and achievement.
2. To coordinate or conduct evaluation of the performance of all current teachers.
3. To lead in recruiting and recommending in the realm of hiring faculty. Only the Executive Director may make any offer of employment on behalf of the school.

FACULTY LEADERS IN THE FORM OF A FACULTY COUNCIL OR OTHER FORM OF LEADERSHIP shall work with the Executive Director to participate in forming and implementing pedagogical matters and helping to form educational policy.

THE OPERATIONS DIRECTOR is accountable to the Executive Director and the Board of Directors and is designated to manage the business and non-pedagogical operational aspects of the school. These functions include: finance, accounting, and budget; facilities maintenance, repair, and upkeep; health and safety; payroll, benefits, and human resources management functions; and managing school information technology and systems resources. The Executive Director may designate the Operations Director to fulfill his functions in his absence or as otherwise needed.

THE ADMINISTRATIVE OFFICE operates under the direction of the School's Executive Director. This is the communication, administrative, and financial center of the School. Some of the functions are (but not limited to) record keeping, accounts payable and receivable, all aspects of Human Resources, secretarial support, registration, budget control and development, enrollment procedures, safety, publications, and publicity. The Executive Director is accountable and works under the direction of the Board of Directors. The Operations Director is accountable to the Executive Director and the Board of Directors and is designated to manage much of the business and non-pedagogical operational aspects of the school.

EXECUTIVE DIRECTOR. Only the Executive Director acting for the Board of Directors shall have the authority to make any offer of employment to anyone. The Executive Director shall also be the sole person authorized to quote or negotiate salary or benefit information to prospective employees and independent contractors. All requests for references must be directed to the Executive Director. No other manager, supervisor or employee is authorized to release references for current or former employees.

THE BOARD OF DIRECTORS is the decision-making body of the School and is responsible for the legal, financial, and all other aspect of school operations. The Board may consist of parents or others who qualify by virtue their professional expertise. The Board relies on the Executive Director to handle school operations on a daily basis, and to be a liaison with the faculty.

SPECIFIC ORGANIZATIONAL CONSIDERATIONS

The Sebastopol Independent Charter School is a public school using a Waldorf-inspired curriculum. As a public school, it is subject to rules and regulations, laws, expectations, and standards that may not apply to private schools. It is important that teachers and staff understand the differences and unique structure of the Charter School so as to avoid misunderstandings that could lead to problems.

FACULTY RESPONSIBILITY

As in all schools, the teachers are responsible for implementing the school curriculum. Working

under the guidance and pedagogical direction of the Executive Director, individual teachers must be the primary planners and decision-makers on matters within their mandated teaching responsibilities, so long as their actions are consistent with school policy. This is a fundamental necessity for the success of the Waldorf-inspired program; it is based upon the professionalism of the teachers, both individually in the classroom, and working together in the Faculty.

AREAS OF ADMINISTRATIVE RESPONSIBILITY

Because of the public school status of the Charter School, many issues, pedagogical or otherwise, are delegated by the Board of Directors to its executive officer, the Executive Director, and in business and operational matters, the Operations Director. The following are some examples:

- The planning, supervision and direction of the business operations of the school.
- School finances, budgets, expenditures, loans, accounting, audits, banks, reimbursements.
- The organization of the school office, including hiring, training, evaluation and, when necessary, firing of office staff.
- Approval of all communication with governmental agencies, the general parent body, the press, prospective parents, etc.
- The formulation and execution of administrative policy in all areas.
- The definition and enforcement of proper safety standards school-wide.
- Facility acquisition, planning, development, construction, and maintenance.
- All legal matters, such as compliance with federal, state, and local laws, the terms of the approved charter, employment practices, child protective services, and all other regulations and regulatory agencies.
- Relations with the Sonoma County Office of Education, the sponsoring school district, local planning and building authorities, insurance providers, vendors, and other cooperating agencies.
- Recruitment and evaluation of teaching staff.

RESPONSIBILITIES OF TEACHERS AND STAFF

A. Full-Time Teaching Staff

Class Teacher (all items below apply)

Subject Teachers (all items below apply except items #15, 16, 17 and 23) MUST:

1. Have health clearance for tuberculosis from a doctor. Tb status must be updated every four years.
2. Comply with background checks, usually through fingerprinting, as required by law.
3. Write course description and plans for all classes taught.
4. Write individual end of year report on each child taught. Reports have to be turned in by due date, usually June 30th.
5. Report punctually (at least 15 minutes prior to start of classes) to teach all classes scheduled and perform all yard duties as assigned.
6. Arrange for substitution in the event of illness or absence and notify substitution charge person by **8:00** AM. Substitute teachers must come from the School's approved substitute list. The office staff and Executive Director must be notified of any times teachers are not present during scheduled teaching periods.
7. Be present to dismiss class each day, unless the Executive Director approves an exception.
8. Keep informed and up to date on school agreements, policies, and procedures.
9. Attend faculty meetings (usually held Thursdays from 1:30 to 4:00) unless specifically excused by the Executive Director.

10. Observe discretion, privacy, and confidentiality with all matters involving students and their families including compliance with the Family Educational Rights and Privacy Act (FERPA).
11. Maintain tidiness of classroom and/or other assigned areas.
12. Participate in school-sponsored workshops and events that provide information to the parents and the public.
13. Participate in the organization of festivals and assemblies.
14. Serve faculty through taking part in committees or other work that serves the goals of the school as guided by the Executive Director, and/or the Faculty Council.
15. Conduct class parent meetings and individual conferences as scheduled.
16. Provide newsletters to parents, preferably weekly, about class specific information, including curriculum, field trips, assignments and other pertinent information for the parents in the class.
17. Conduct interviews for new students and their parents as scheduled in cooperation with the office and provide office with all necessary forms and application materials within one week. Cooperate with student admission procedures.
18. Fulfill State of California requirements for teacher credentialing if applicable.
19. Report for Work Days and Work Weeks as scheduled.
20. Contribute to the School Newsletter as requested.
21. Participate in mentoring and training as directed by the Executive Director.
22. Maintain cordial, respectful, and cooperative relationships with colleagues, staff, and parents.
23. Abide by dress guidelines for staff. (See *Staff Orientation Manual* for more details.)
24. Maintain class attendance and independent study records daily and submit them to the office when required by the Attendance Coordinator.
25. Substitute for colleagues when necessary, within reason.
26. Participate in regular communication through use of school mailboxes, email, and voice mail. Check all at least once each day; respond in a timely manner as necessary.
27. Process concerns and complaints through the appropriate channels.
28. Participate in school-sponsored professional development days; attend a Waldorf teacher's conference or make other approved arrangements for professional development during time set aside for this purpose.
29. Supervise student snack, lunch times, drop off, and pick up times as appropriate. Do not leave students unsupervised in classroom or in yard.
30. All expenditures must be within an approved budget. No reimbursement will be made which exceeds approved budget, or without receipts.
31. Comply with all applicable laws, specifically including those laws governing the non-discriminatory and non-sectarian aspects of the School.
32. Comply with all obligations as a mandated reporter regarding suspected abuse.
33. Comply with all policies, procedures and regulations of the Charter School as established and from time to time, amended by the Board of Directors, including those found in the *Staff Orientation Manual*.
34. Teach, faithfully and competently, the classes assigned.

B. Part-Time and Hourly Teaching Staff MUST:

1. Have health clearance for tuberculosis from a doctor. Tb status must be updated every four years.
2. Comply with background checks, usually through fingerprinting, as required by law.
3. Write course description and plans for all classes taught.
4. Write individual end of year report on each child taught. Reports have to be turned in by the due date, usually June 30th.
5. Report punctually (at least 15 minutes prior to start of classes) to teach all classes scheduled and perform all yard duties.
6. Arrange for substitution in the event of illness or absence and notify substitution charge person

by **8:00** AM. Substitute teachers must come from the School's approved substitute list. The office staff and Executive Director must be notified of any times teachers are not present during scheduled teaching periods.

7. Keep informed and up to date on school agreements, policies, and procedures.
8. Hourly teachers are invited to attend faculty meetings, participate in festivals and serve on committees.
9. Observe discretion, privacy, and confidentiality with all matters involving students and their families including compliance with the Family Educational Rights and Privacy Act (FERPA).
10. Maintain tidiness of classroom and/or other assigned areas.
11. Participate in school-sponsored workshops and events that provide information to the parents and the public.
12. Fulfill State of California requirements for teacher credentialing if applicable.
13. Report for Work Days and Work Weeks as scheduled.
14. Participate in mentoring and training as directed by the Executive Director.
15. Maintain cordial, respectful, and cooperative relationships with colleagues, staff, and parents.
16. Abide by dress guidelines for staff. (See *Staff Orientation Manual* for more details.)
17. Participate in regular communication through use of school mailboxes, email, and voice mail. Check all at least once each day; respond in a timely manner as necessary.
18. Report any student difficulties or concerns to the Class Teacher as soon as possible.
19. Process concerns and complaints through the appropriate channels.
20. Supervise student snack, lunch times, drop off, and pick up times as appropriate. Do not leave students unsupervised in classroom or in yard.
21. All expenditures must be within an approved budget. No reimbursement will be made which exceeds approved budget, or without receipts.
22. Comply with all applicable laws, specifically including those laws governing the non-discriminatory and non-sectarian aspects of the School.
23. Comply with all obligations as a mandated reporter regarding suspected abuse.
24. Comply with all policies, procedures and regulations of the Charter School as established and from time to time, amended by the Board of Directors, including those found in the *Staff Orientation Manual*.
25. Teach, faithfully and competently, the classes assigned.

C. Office Staff

The office is open from 7:45 AM to 4:15 PM, Monday through Friday during the school year. Individual staff hours will vary around this schedule. Work hours in the summer will vary based on the workload, but generally the office is open for much of the summer from 9:00 AM to 1:00 PM except for several weeks usually scheduled in July.

Office Staff MUST:

1. Have health clearance for tuberculosis from a doctor. Tb status must be updated every four years.
2. Comply with the fingerprinting as required by law.
3. Arrange for substitution in the event of illness or absence and notify substitution charge person by **8:00** AM. The Executive Director must be notified of any times employee is not present during scheduled work shifts.
4. Keep informed and up to date on school agreements, policies, and procedures.
5. Observe discretion, privacy, and confidentiality with all matters involving students and their families including compliance with the Family Educational Rights and Privacy Act (FERPA).
6. Maintain tidiness of office and/or other assigned areas.
7. Participate in organization of festivals and assemblies.
8. Report for Work Days and Work Weeks as scheduled.

9. Contribute to the School Newsletter as requested.
10. Maintain cordial, respectful, and cooperative relationships with colleagues, staff, and parents.
11. Abide by dress guidelines for staff. (See *Staff Orientation Manual* for more details.)
12. Substitute for colleagues when necessary, within reason.
13. Participate in regular communication through use of school mailboxes, email, and voice mail. Check all at least once each day; respond in a timely manner as necessary.
14. Maintain cordial, respectful, and cooperative relationships with colleagues, staff, and parents.
15. Process concerns and complaints through the appropriate channels.
16. Participate in school-sponsored professional development days unless excused by Executive Director.
17. All expenditures must be within an approved budget. No reimbursement will be made which exceeds approved budget, or without receipts.
18. Comply with all applicable laws, specifically including those laws governing the non-discriminatory and non-sectarian aspects of the School.
19. Comply with all policies, procedures and regulations of the Charter School as established and from time to time, amended by the Board of Directors, including those found in the *Staff Orientation Manual*.
20. Faithfully and competently perform duties as specified in the individual job description.

MENTORING

All teaching staff members are required to participate in the mentoring program, as directed by the Executive Director. Teachers should be sure to communicate regularly with the assigned peer and/or professional mentor. Block rotations, plans for class plays and trips, projects, and all other major activities should be discussed with your mentor.

PARENT RELATIONS

Employees are expected to be polite, courteous and professional to every parent and member of the public. When a situation arises where the employee does not feel comfortable or capable of handling the problem, the appropriate supervisor or the Executive Director should be called immediately.

ATTENDANCE REPORTING

State law prescribes in careful detail the procedures for keeping attendance records. The school administration has the responsibility for insuring that these procedures are complied with. This is essential because these records are the primary source of our revenue stream. Therefore, all teachers must comply exactly with the requirements for attendance reporting, which include taking of attendance by the class teacher (not a student) on a daily basis at the same time each day and maintaining and following up on Independent Study records.

THIS IS A NON-SECTARIAN PUBLIC SCHOOL

The Charter School may not engage in any activity that promotes sectarian views. Thus, no school employee, teacher or otherwise, may preach about, pray aloud to, openly worship, or promote belief in the deity of any sect while on duty at the Charter School. The school is not a place for the dissemination of religious doctrine; such matters are left to the freedom and discretion of the individual children and their families. Care must be taken in the selection of images in the classroom so that they do not serve to promote religion or any religion over another.

Verses, songs, and class activities that encourage positive attitudes such as gratitude, compassion, appreciation, wonder, and generosity are encouraged. They should, however, avoid naming any deity or alluding to any religious symbol. When in doubt, teachers should consult the school Executive Director who is familiar with these regulations. While these matters are regulated by State and Federal law, it is also the express intention of the Board of Directors that no particular religion or philosophy should be promoted in the Charter School classrooms.

On the other hand, seasonal festivals may be celebrated with the school children so long as religion is not promoted and no one religious sect is favored over another. For example, Christmas plays and stories may be appropriate, when pedagogically related to the class, as long as a variety of festivals representing other religious traditions are also presented during the year.

The Waldorf-inspired curriculum encompasses the study of many different cultures worldwide, both past and present. These cultural studies include the study of each culture's music, art, language, science, history, religion and mythology. In the context of such studies, religious symbolism, doctrine, practice, scripture, and belief may be presented. But it should be done in such a way that the teacher does not promote religion or a faith in any particular religion.

Compliance with the non-sectarian policies of the school is essential, and it is the law. Therefore, the administration reserves the right to visit classes while in session and to approve of all classroom fixtures, pictures, images, verses, songs or other class material for compliance with its non-sectarian policy. This does not mean that any essential aspect of the Waldorf-inspired curriculum need be sacrificed. On the contrary, there are any number of verses, poems, stories, pictures and activities which promote the mood of respect and reverence, of gratitude, of compassion and love for the earth and all life which is the cornerstone of the Waldorf-inspired curriculum. The children in the Charter School should be taught to recognize and revere Truth, Beauty, and Goodness. But in their highest forms these virtues stand above any sectarian iconography.

In order to help clarify these issues, the Board of Directors adopted a policy on non-sectarian instruction (see Appendix 2, POLICY ON NON-SECTARIAN INSTRUCTION)

THE WORKPLACE

DRESS CODE / PERSONAL APPEARANCE

The School believes that teachers and staff serve as role models. They should therefore maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

The School encourages staff, during school hours, to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process.

WORK SCHEDULE

Business hours are normally 7:45 a.m. – 4:15 p.m. Monday through Friday except for minimum days (1:15 p.m.). The regular workday schedule for full-time, non-exempt employees is 8 hours; the regular workweek schedule is forty (40) hours. Exempt employees are expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements per their job description. Classroom teachers are expected to be on the school site during school hours. Employees are expected to be present during their regular workday schedule, as defined in their employment agreement and/or job description. Employees that leave their job during contracted hours must notify the School office.

Teachers are required to participate in programs related to their professional duties that may be held outside their contracted hours. These duties may include teacher in-service days, staff meetings, parent-teacher-student conferences, class meetings and class activities such as plays, field trips, and assemblies that require the teacher's presence. These required activities do not require prior approval by the Director.

Teachers are encouraged to attend school functions that take place after school hours that are not considered mandatory. Participation in these non-mandatory events is voluntary and not considered a job duty unless otherwise noted in the employee's job description. Examples of these events: other class plays, guest speaker events, Winter Offering.

ATTENDANCE AND TARDINESS

Employees are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affects the School's ability to implement its educational program and disrupts consistency in students' learning.

Employees who are unable to report to work must notify their supervisor (if applicable), the Executive Director, and the School Secretary/Receptionist. Employees that are absent from work longer than one day, are expected to keep the School sufficiently informed of their situation. Employees are responsible for getting substitutes to cover absences.

Excessive or unexcused absences or tardiness may result in disciplinary action, up to and including termination. Excessive tardiness is defined as more than four occurrences in a one-month period. Excessive absenteeism is defined as more than three occurrences in a rolling three month period. Absence for more than three (3) consecutive days without notifying your direct supervisor or school director may be considered a voluntary resignation from employment.

If your absence is protected by law, it will not be counted as a violation of the School's attendance policy. The School reserves the right to require a doctor's certification when you return to work following an illness.

For planned absences, you must obtain approval from the Executive Director prior to taking the requested time off.

SAFETY

Our approved charter stipulates regulations governing school safety. All Charter School employees must cooperate with the administration in areas of school safety, both inside and outside of the classroom. Fire codes, insurance regulations, playground facility standards, playground supervision requirements, etc. must be complied with. Furniture design and installation, electrical cords and appliances, cooking arrangements, play equipment, and all similar items must be evaluated for safety.

All teachers and staff are ultimately responsible for the safety of students and, consequently, should always carry this task as being more important than any other duty.

Employees are required to report immediately to the Executive Director any potential health or safety hazards, and all injuries or accidents.

In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

ACCIDENT/INCIDENT REPORTING

It is the duty of every employee to immediately, or within 24 hours, report any accident or injury occurring during work or on School premises so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

SECURITY PROTOCOLS

The School has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas, report any suspicious persons or activities to the Executive Director or Administration immediately.

Employees are also required to secure their classroom, office, or desk at the end of each day. When away from your work area for an extended length of time, do not leave valuable or personal articles around your work station that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks.

You should immediately notify the Operations Director or Office Manager when keys are missing or if security access is known to have been breached in any way. Employees are not allowed to copy any keys associated with the school facilities or to give out or lend keys to any other person under any circumstances.

Employees are required to make sure the school facilities are locked when leaving the building when accessed outside of school and office hours. This includes in the evening after an evening class event or special meeting.

CRIMINAL BACKGROUND CHECKS

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. At a minimum, employees shall submit to both DOJ and FBI background investigations via a fingerprinting check. The background investigation may also include, among other things, consumer credit reports, drivers' license checks, and/or social security number validation.

No condition or activity will be permitted that may compromise the School's commitment that the safety and the well-being of students takes precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee, during his/her employment with the School, be convicted of a controlled substance or sex offense, or serious or violent felony, the employee must immediately report such a conviction to the Executive Director.

Reimbursement of Costs – The cost of background check for employees shall be paid by the School. Employees and volunteers who are required to pay a fee when fingerprinted may receive reimbursement from the School, provided that an original receipt is provided to the School.

TUBERCULOSIS TESTING

All employees of the school must submit written proof from a physician of risk assessment and examination (if indicated) for tuberculosis (TB) within the last four (4) years showing that they are free of active TB. TB examination is a condition of initial employment and the cost of the exam will be borne by the applicant.

If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, must undergo examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary.

Food handlers will be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

FIRST AID/CPR TRAINING

If your position is one that works directly with students (as determined by the Executive Director) you must be certified in basic aid and cardiopulmonary resuscitation (CPR). When you are hired, you will be required to provide evidence within 60 days of your first day of work to show that you have been certified or that you have been certified within the previous two years. Employees must become re-certified at least every two years during your employment at the School.

First aid/CPR Training shall consist of a completed course, and resulting certification, which is based on standards that are at least equivalent to the standards currently used by the American Red Cross or the American Heart Association.

The School will be responsible for the cost of obtaining the first aid/CPR training if it is a required part of your job.

BLOOD-BORNE PATHOGEN TRAINING

All employees are required to receive blood-borne pathogen training. The training can be accessed on-line and employees are required to sign an affidavit that they have completed the training.

USE OF SCHOOL E-MAIL, VOICEMAIL AND INTERNET ACCESS

The School will permit employees to use its electronic mail, voicemail systems and Internet access subject to the following:

1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.

The School E-mail system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.

Employees should not attempt to gain access to another employee's School E-mail or a voicemail message without the latter's express permission.

School administration will not enter an employee's School E-mail files or voicemail unless there is a business need (including monitoring) to do so. The School retains the right to keep a copy of all passwords. System security features, including passwords and delete functions, do not impair the School's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.

Employees may not install personal software on School computer systems.

No employee may install or use anonymous email transmission programs or encryption of email communications.

Employees who misuse electronic communications, media and the Internet and engage in defamation, copyright or trademark infringement, discrimination, harassment, disrespectful treatment of others or related actions will be subject to discipline and/or immediate termination.

All electronic communications and information created by School employees while conducting School business, including all software, databases, hardware, and digital files remain the sole property of the School. The use of personal passwords does not affect the School's ownership of the electronic information.

The School reserves the right to monitor access and review electronic files, voice mail, messages, mail, Internet history, email, and other digital archives as necessary to ensure that no misuse or violation of School policy occurs. The School further reserves the right to conduct such activities without notice to the employee and at any time, not necessarily in the employee's presence.

PERSONAL USE OF BUSINESS AND CELL PHONES

The School's facilities for handling mail and telephone calls are designed to accommodate School business. Please have your personal mail directed to your home address and limit personal telephone calls to an absolute minimum. Personal calls should not be made outside your immediate dialing area. Do not use School material, time or equipment for personal projects.

Use of personal cell phones by Teachers and Instructional Assistants, including texting, is prohibited during school hours when students are present, unless the communication is school-related and of an urgent nature.

No School employee may use a cell phone or other electronic device for School business purposes or during work hours while operating a motor vehicle. Employees may only operate cell phones or other electronic devices if they are off the road and parked. Failure to abide by this policy may result in disciplinary action, up to and including termination of employment.

SOCIAL NETWORKING/MEDIA POLICY

(Under Development)

RESOLVING ISSUES OF CONCERN

If a question should arise over an issue and it is unclear who carries the responsibility and authority for making the decision, the following guidelines can help:

- A. The Board of Directors is the ultimate decision making body of the Charter School. Unresolved questions may be brought to the Board agenda for decision via the Executive Director or any other Board Member.
- B. The Board of Directors may delegate responsibility for pedagogical questions to the Executive Director, who supervises individual teachers as to the content and presentation of classroom material and conducts regular evaluations of all teaching staff. Although teachers are given considerable freedom and latitude in the organization of lessons, nevertheless, they are accountable for direction and remediation when necessary.
- C. In the case of issues which arise from time-to-time which are not specifically addressed by existing Board policy: in the event of a disagreement between the Executive Director and a teacher over a decision affecting the Charter School, including pedagogical questions, the teacher and the Executive Director will attempt to reach consensus on the issue. In the event that they are unable to resolve the issue by agreement, then the Executive Director will retain temporary authority in the matter until such time as the Board of Directors can make a final decision.

OPEN DOOR POLICY

Suggestions for improving the School are always welcome. At some time, you may have a complaint, suggestion or question about your job, your working conditions or the treatment you are receiving. Your good-faith complaints, questions and suggestions also are of concern to the School. We ask that you take your concerns first to your supervisor, following these steps:

1. Within a week of the occurrence, bring the situation to the attention of any supervisor you may have, who will then investigate and provide a solution or explanation.

2. If the problem persists, you may put it in writing and present it to the Executive Director, who will investigate and provide a solution or explanation.
3. If the problem is not resolved, you may present the problem in writing to the Board of Directors for clarification or final decision.

This procedure, which we believe is important for both you and the School, cannot result in every problem being resolved to your satisfaction. However, the School values your input and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

PERSONNEL EVALUATION AND RECORD KEEPING

STAFF EVALUATION

Evaluation of all employees is scheduled approximately once each year for all full-time and part-time staff. Our objective is to recognize areas of strength and weakness, to applaud strengths and gain assistance in areas needing improvement. Part of each evaluation is to set professional development goals to improve upon all aspects of one's work at the school, enabling everyone in the community to benefit from each other's experiences and growth.

Evaluation Process:

1. Self-evaluation by employee.
2. Evaluation by the Executive Director or a person or persons designated by the Director.
3. Report, including summary of strengths and weaknesses.
4. Implementation of support as needed.
5. Records made of proceedings are filed in permanent personnel file.
6. Follow up and plan for professional development.

Steps followed in evaluation:

1. Evaluator is identified; for most teaching staff, this will be the Executive Director. An attempt will be made to evaluate all employees within a two-year span.
2. Self-evaluation form is given to employee.
3. Dates are set for the evaluation.
4. Follow up and discussion between employee, evaluator, and Executive Director.
5. Executive Director reports to Board of Directors as appropriate.

Areas to be Evaluated for Teaching Staff:

1. Content, according to Waldorf-inspired curriculum.
2. Implementation of Waldorf Teaching approach.
3. Teacher preparation and planning.
4. Classroom management.
5. Academic progress of Students.
6. Relationship with children.
7. Relationship with parents.
8. Relationship with colleagues.
9. Professional development.
10. Other areas as appropriate.

PERSONNEL RECORDS

You have a right to inspect documents in your personnel file, as provided by law, in the presence of a School representative at a mutually convenient time. Personnel records are confidential and will only be disclosed in accordance with applicable law or as authorized by employee.

EMPLOYMENT REFERENCES AND RECOMMENDATIONS

Only the Executive Director may provide employment references, verbal or written, regarding current or former employees of the School. Any reference, positive or negative, may put the school in legal jeopardy and employees are explicitly prohibited from providing them in their capacity as a School employee or on school letterhead.

PROFESSIONAL GROWTH & TRAINING

WORKSHOPS & TRAINING PROGRAMS

All employees are expected to keep their professional training and knowledge current through ongoing educational courses and workshops. The School's Executive Director/or designee will develop with each employee annual Performance Goals and Objectives to identify in which areas continued training and study would be most beneficial. Teachers must receive the training necessary to teach the curriculum as outlined by the Board of Directors. The Board budgets funds each year to support the ongoing training and development of teachers and staff. Employees may submit requests to the Executive Director for additional training, conferences or workshops and will be considered on a case-by-case basis.

CONFERENCES

Conference funds are available for employees as outlined in the school budget. All teachers who work on a half-time or more basis for a full year are eligible for funding to attend one approved conference per year with registration and standard lodging paid for by the school. Other employees may be eligible depending on need and funds available and should check with the Executive Director if interested. With the exception of the annual Alliance for Public Waldorf Education and Rudolf Steiner College conferences, employees must request approval for any class or conference they want to attend prior to the event if they wish to receive payment or reimbursement. Once approved, the school will enroll the employee or the employee may enroll and get reimbursed for the approved amount.

Conference funds may be used for tuition/workshop fees and standard housing/lodging.

EMPLOYEE WAGES AND HEALTH BENEFITS

PAYROLL WITHHOLDINGS

As required by law, the School shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) and State Disability Insurance and other statutory deductions, as required by law.

1. **Federal Income Tax Withholding:** The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. **State Income Tax Withholding:** The same factors which apply to federal withholdings apply to state withholdings.
3. **Social Security (FICA):** The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.
4. **State Disability Insurance (SDI):** This state fund is used to provide benefits to those out of work because of illness or disability.
5. **California State Teachers Retirement System (STRS):** Employee retirement contributions to the California State Teachers Retirement System (STRS) are withheld for eligible employees, as required by law. See further information about this retirement program below. Any earnings that are eligible for STRS are not covered under social security. As a result, no social security is withheld from employee pay for these earnings. However, for any employees who do not qualify for STRS social security contributions are withheld at the mandated rate.

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask the Executive Director to explain them.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the Executive Director. The office maintains a supply of these forms.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the Executive Director and to fill out a new W-4 form.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld and total wages.

OVERTIME PAY

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Non-exempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for non-exempt employees. The School will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the Executive Director. The School provides compensation for all overtime hours

worked by non-exempt employees in accordance with state and federal law as follows:

For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to these exempt employees.

PAY PERIODS AND TIME RECORDS

Paydays are once per month, on the last business day of the month. Advances against paychecks are not permitted.

The School's established pay period begins on the 15th calendar day of each month and extends through the 15th calendar day of the following month. Timesheets must be completed, signed and delivered to the School Office by the 15th of each month for the preceding pay period.

WAGE ATTACHMENTS AND GARNISHMENTS

Under normal circumstances, the School will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require the School, by law, to withhold part of an employee's earnings in their favor.

Employees are strongly encouraged to avoid such wage attachments and garnishments. If the School is presented a second garnishment request concerning an employee, the Executive Director will discuss the situation with the employee.

MEDICAL BENEFITS

Full-time staff shall receive a credit each month toward the cost of medical benefits provided through the Charter School, if they are otherwise eligible and elect coverage. Staff working at least half-time, but less than full-time, shall receive a prorated credit per month toward the cost of medical benefits provided through the Charter School, if they are otherwise eligible and elect coverage. Kindergarten and lower grades classroom assistants are considered halftime for purposes of benefits. All employees electing coverage are presumed to have requested the Charter School to withhold the above-described benefit, as well as the remaining monthly premium, and to use such funds to pay the provider directly. In order to receive coverage, employees must cooperate fully and in a timely way with all procedures for enrolling in medical programs.

HEALTH SAVINGS ACCOUNTS

Employees eligible to receive health benefits that elect to participate in the HSA-eligible health plan offered by the School are eligible for voluntary contributions into a health savings account.

COBRA BENEFITS

Continuation of Medical and Dental

WHEN COVERAGE UNDER THE SCHOOL'S HEALTH PLAN ENDS, YOU OR YOUR DEPENDENTS MAY CONTINUE COVERAGE IN SOME SITUATIONS.

When your coverage under the School's medical and/or dental plans ends, you or your dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended. To continue coverage, you must pay the full cost of coverage - your contribution and the School's previous contribution plus a possible administrative charge.

Medical coverage for you, your spouse, and your eligible dependent children can continue for up to 18 months if coverage ends because:

- Your employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or
- Your hours of employment are reduced below the amount required to be considered a full-time employee or part-time, making you ineligible for the plan.

This eighteen (18)-month period may be extended an additional eleven (11) months if you are disabled at the time of your termination or reduction in hours if you meet certain requirements. This eighteen (18)-month period also may be extended if other events (such as a divorce or death) occur during the eighteen (18)-month period.

Your spouse and eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because:

- You die while covered by the plan;
- You and your spouse become divorced or legally separated;
- You become eligible for Medicare coverage, but your spouse has not yet reach age sixty-five (65); or
- Your dependent child reaches an age which makes him or her ineligible for coverage under the plan.

Rights similar to those described above may apply to retirees, spouses and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

The School will notify you or your dependents if coverage ends due to termination or a reduction in your work hours. If you become eligible for Medicare, divorced or legally separated, die, or when your child no longer meets the eligibility requirements, you or a family member are responsible for notifying the School within thirty (30) days of the event. The School will then notify you or your dependents of your rights.

Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- You (or your spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition you (or your spouse or child, as applicable) may have;
- The School stops providing group health benefits;
- You (or your spouse or child) become entitled to Medicare; or

- You extended coverage for up to twenty-nine (29)-months due to disability and there has been a final determination that you are no longer disabled.

STATE TEACHERS RETIREMENT SYSTEM (STRS)

The State Teacher Retirement System (STRS) is a state-administered defined benefit retirement program for Certificated Employees. Under this program, eligible employees contribute a pre-determined percentage of pre-tax “creditable compensation” into individual STRS accounts. These contributions are withheld from employees’ pay and remitted to STRS by the Sonoma County Office of Education (SCOE). Employee contributions are held in a special trust fund established by California law and earn interest at a rate determined annually by the Teachers’ Retirement Board. To fund each employee’s STRS account, both the School and the State of California contribute a pre-determined percentage of each eligible employee’s creditable compensation to the Teachers’ Retirement Fund. The accumulated account balance is invested by STRS in order to build the balance through investment earnings. These accumulated contributions and earnings are then used to pay monthly benefits to members (or their beneficiaries) upon retirement, death, or disability.

Certificated Employees who perform a minimum of 1,000 hours per year of duties considered “creditable service”, or Certificated Employees who have previously been STRS members, shall automatically become STRS members on the first day of employment. For these individuals, membership is mandatory by law.

In addition, members of STRS who perform services that are normally subject to contribution to the Public Employee Retirement System (CalPERS) may elect to have such contributions made to STRS instead, provided that a Retirement System Election Form to STRS is submitted to the School within 60 days of the effective date of employment.

Employee contributions are the property of the employee and may be withdrawn upon termination of employment, subject to applicable taxes and penalties under the Internal Revenue Code. However, contributions made by the School are not the property of employees, unless and until paid out as retirement benefits. To receive full retirement benefits under STRS, employees must become “vested” by working a minimum of five years on a full-time basis or the equivalent, as defined by STRS.

For more information regarding STRS, see the CalSTRS member manual or contact STRS directly at: CalSTRS, PO Box 15275, Sacramento, CA 95851-0275, 800-228-5453 www.calstrs.com

EMPLOYER CONTRIBUTION TO 401(a) PLAN

It is the intention of the School to support its employees’ future with a retirement plan. Employees not eligible to participate in STRS, who work on a half-time or more basis for a full year, and continue employment beyond their first year are eligible to receive an employer retirement contribution equivalent to 5% of the employee’s annual salary for the school year. However, an employer retirement contribution in any amount will be determined on a school year basis by the Board of Directors. The School specifically does not guarantee that an eligible employee will receive any amount of employer retirement contribution.

EMPLOYEE VOLUNTARY CONTRIBUTIONS TO 403(B) PLAN

The School offers two voluntary 403b plans which allow employees to voluntarily contribute pre-tax earnings to an account as part of the school’s plan. Forms are available in the office to sign up for an account. Employee participation in the 403b plan is optional and monies are self-funded by the employee with pre-tax dollars through payroll deductions or manual contributions.

HOLIDAYS, VACATIONS, AND LEAVES

LEAVE POLICIES

A. Personal Leave

This constitutes a combination of personal (sometimes called “sick”) leave, emergency leave, and various other reasons which permit an employee to be absent during the teaching year.

I. Full time salaried employees:

1. Each full-time year-round employee is granted a total of nine leave days a year due to illness or injury or to attend to personal matters during duty hours including funerals, doctor's appointments scheduled during school time, sickness, recuperation, school appearances, or occasions when one must attend to personal business that cannot reasonably be scheduled during non-business hours. Part-time employees may receive a pro-rated number of personal leave, as specified in their employment agreement.
2. In case of emergency, notification must be made in the same way as is specified under "Substitution" below. It is the responsibility of the employee to inform the office as soon as possible by telephone, and in writing of the days absent immediately after the return to work.
3. In case of a non-emergency leave, employee shall obtain advance approval by submitting a written request to the Executive Director.
4. Personal leave days do not accumulate from year-to-year.
5. Absences from mandatory meetings (including Faculty Meetings), training, staff development days, or any other job requirement will be counted against personal leave days granted.
6. Absence beyond the allowed personal days in the school year will result in loss of pay.

II. Part Time Salaried Employees:

1. Part time salaried employees are granted a prorated number of leave days per year, specified in their at-will employment agreements.
2. Items #2 through #6 in paragraph I. above apply.

Administrative Staff

Administrative staff members shall work as outlined in their employment agreement. Typically, work days include days during which school is in session, as well as a pre-determined number of additional work days when school is not in session. The employee's work calendar will be approved by the Executive Director, taking into account the administrative needs of the school. Days off from work are scheduled when time permits during school breaks and holidays.

Teaching Staff

The School calendar lists the holidays and other non-school days throughout the school year. Faculty members are generally off duty during non-school days to the extent they have done the requisite preparation for their teaching duties. Teacher preparation on non-school days is a normal part of life as a Waldorf teacher, and faculty members should do whatever is necessary to fully prepare for teaching duties. Many professional development in-service days, trainings, and conferences occur on non-school days as well, and teachers are expected to participate as required by the Executive Director. Additionally, if necessary, meetings outside of school hours may be called when School business calls for faculty participation.

During February Teachers' Conference week, students do not usually attend classes. All faculty are expected to attend a Waldorf Teachers' Conference or other professional development experience approved by his/her mentor either during this week or at another time. The February break week is

not considered vacation time, as it is meant to be used for professional development and planning purposes.

Since full time teachers are paid year-round, all employees are expected to use a portion of their summer time away from the classroom to prepare for the upcoming year, including attending courses, preparing materials, and studying appropriate pedagogical works.

SUBSTITUTION (FACULTY – TEACHING STAFF ONLY)

When you are absent:

1. Arrange for your own substitute using the school's approved sub list. Notify the Receptionist *and* the Executive Director of your absence, preferably the night before, or before **8:00 AM** of that day. If you are sending an email, mark the Operations Director for a copy.
2. Have lesson plans written out for the substitute. It is a teacher's responsibility to always have complete substitute lesson plans prepared for an emergency and to keep the file updated. Seating chart, verses, daily schedule, and supplemental materials should all be current and in the folder.

FAMILY CARE AND MEDICAL LEAVE

This policy explains how the School complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA leave in any twelve (12) month period for the purposes enumerated below. For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as "FMLA leave."

- **Employee Eligibility Criteria**

To be eligible for FMLA leave, the employee must have been employed by the School for a total of at least twelve (12) months and must have worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the FMLA leave.

- **Events That May Entitle an Employee to FMLA Leave**

The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA allowance includes any time taken (with or without pay) for any of the following reasons:

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a combined total of twelve (12) weeks of leave for this purpose.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).
 - a. A "serious health condition" is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment

- for substance abuse.
 - b. "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - c. "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
 - d. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.
 - 3. To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) -month period to provide said care.
 - 4. For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces.
- Amount of FMLA Leave Which May Be Taken
 1. FMLA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve (12) of the employee's normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, "twelve workweeks" means sixty (60) working and/or paid eight (8) hour days.
 2. In addition to the twelve (12) workweeks of FMLA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member shall also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the service member.
 3. The "twelve month period" in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.
 4. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, the School's business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School's activities have ceased do not count against the employee's FMLA leave entitlement. Similarly, if an employee uses FMLA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee's CFRA entitlement unless the employee was otherwise scheduled and expected to work

during the holiday.

- Pay during FMLA Leave

1. An employee on FMLA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.
2. An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA leave.
3. If an employee has exhausted his/her sick leave, leave taken under FMLA shall be unpaid leave.
4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA leave. Sick pay accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.

- Health Benefits

The provisions of the School's various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The health benefits of employees on FMLA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If an employee is required to pay premiums for any part of his/her group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

The School may recover the health benefit costs paid on behalf of an employee during his/her FMLA leave if:

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to return from leave" if he/she works less than thirty (30) days after returning from FMLA leave; and
2. The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA leave, or other circumstances beyond the control of the employee.

- Seniority

An employee on FMLA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA leave will return with the same seniority he/she

had when the leave commenced. An employee who was absent from work while fulfilling his or her covered service obligation under the Uniformed Services Employment and Reemployment Rights Act (“USERRA”) shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service.

- Medical Certifications

1. An employee requesting FMLA leave because of his/her own or a relative’s serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School’s request for certification) may result in denial of the leave request until such certification is provided.
2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee’s health care provider to authenticate or clarify information in a deficient certification if the employee is unable to cure the deficiency.
3. If the School has reason to doubt the medical certification supporting a leave because of the employee’s own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

- Procedures for Requesting and Scheduling FMLA Leave

1. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Executive Director. An employee asking for a Request for Leave form will be given a copy of the School’s then-current FMLA leave policy.
2. Employees should provide not less than thirty (30) days’ notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School’s operations.
4. If FMLA leave is taken because of the employee’s own serious health condition or the serious health condition of the employee’s spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.

5. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
 6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
 7. The School will respond to an FMLA leave request no later than five (5) days of receiving the request. If an FMLA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return to Work
 1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to the School's operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.
 2. When a request for FMLA leave is granted to an employee (other than a "key" employee), the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
 3. Before an employee will be permitted to return from FMLA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.
 4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.
 - Limitations on Reinstatement
 1. The School may refuse to reinstate a "key" employee if the refusal is necessary to prevent substantial and grievous injury to the School's operations. A "key" employee is an exempt salaried employee who is among the highest paid 10% of the School's employees within seventy-five (75) miles of the employee's worksite.
 2. A "key" employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he/she qualifies as a "key" employee and the potential consequences with respect to reinstatement and maintenance of health benefits if the School determines that substantial and grievous injury to the

School's operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, the School will notify the "key" employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee's reinstatement would cause the School to suffer substantial and grievous injury. If the School realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

- Employment during Leave

No employee, including employees on FMLA leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without the School's written permission will be deemed to have resigned from employment at the School.

PREGNANCY DISABILITY LEAVE

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

- Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

- Events That May Entitle an Employee to Pregnancy Disability Leave

The four (4) -month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
2. The employee needs to take time off for prenatal care.

- Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 1/3 weeks).

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, "four months" means 346.5 hours of leave entitlement (20 hours per week times 17 1/3

weeks). For an employee who normally works forty-eight (48) hours per week, “four months” means 832 hours of leave entitlement (48 hours per week times 17 1/3 weeks).

At the end or depletion of an employee’s pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

Pregnancy disability leave does not count against the leave which may be available as Family Care and Medical Leave.

- Pay during Pregnancy Disability Leave

1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.
2. The receipt of vacation pay, sick leave pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.
3. Vacation and sick pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

- Health Benefits

The School shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12) -month period. The School can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.
2. The employee’s failure to return from leave is for a reason other than the following:
 - The employee is taking leave under the California Family Rights Act.
 - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
 - There is a non-pregnancy related medical condition requiring further leave.
 - Any other circumstance beyond the control of the employee.
 - Seniority

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

- Medical Certifications
 1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
 2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.

- Requesting and Scheduling Pregnancy Disability Leave
 1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Executive Director. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
 2. Employee should provide not less than thirty (30) days or as soon of notice as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
 3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
 4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
 5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
 6. In most cases, the School will respond to a pregnancy disability leave request within two (2) days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- Return to Work
 1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:

- a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
- b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
3. In accordance with School policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- **Employment during Leave**

No employee, including employees on pregnancy disability leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

INDUSTRIAL INJURY LEAVE (WORKERS' COMPENSATION)

The School, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure you receive any worker's compensation benefits to which you may be entitled, you will need to:

- Immediately report any work-related injury to the Executive Director;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Executive Director; and
- Provide the School with a certification from your health care provider regarding the need for workers' compensation disability leave as well as your eventual ability to return to work from the leave.

It is the School's policy that when there is a job-related injury, the first priority is to insure that the injured employee receives appropriate medical attention. The School, with the help of its insurance carrier has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation.

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems (EMS) such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the Executive Director and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.
- Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

MILITARY AND MILITARY SPOUSAL LEAVE OF ABSENCE

The School shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 ("USERRA"). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, the School shall continue the employee's health benefits. For service of more than thirty (30) days, employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued vacation or paid time off as wage replacement during time served, provided such vacation/paid time off accrued prior to the leave.

The School will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

The School shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide the School with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the

employee's military spouse will be on leave from deployment during the time that the employee requests leave.

BEREAVEMENT LEAVE

Salaried employees are entitled to a leave of up to three (3) days without loss of pay due to a death in the immediate family (parent, spouse, son/daughter, sister/brother, parents-in-law, son/daughter-in-law, grandparents, grandchild). Bereavement pay will not be used in computing overtime pay. Any scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off.

JURY DUTY OR WITNESS LEAVE

For all exempt employees, the School will pay for time off if an employee is called to serve on a jury provided the employee continues to provide work duties as assigned. For all non-exempt employees, the School will pay for up to three (3) days if you are called to serve on a jury. Employee is permitted to keep any jury duty stipends received. Employees are expected to return to work when they serve only a partial day on jury duty. Employee must notify their supervisor immediately when a jury summons has been received.

VOTING TIME OFF

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give the Executive Director at least two (2) days notice.

SCHOOL APPEARANCE AND ACTIVITIES LEAVE

As required by law, the School will permit an employee who is a parent or guardian of school children, from kindergarten through grade twelve (12), or a child in a licensed day-care facility, up to forty (40) hours of unpaid time off per child per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school. If more than one parent or guardian is an employee of the School, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advanced notice of the planned absence. The employee must use accrued but unused personal/sick time to be paid during the absence.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

BONE MARROW AND ORGAN DONOR LEAVE

As required by law, eligible employees who require time off to donate bone marrow to another person

may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to thirty (30) workdays off in a 12-month period.

To be eligible for bone marrow or organ donation leave (“Donor Leave”), the employee must have been employed by the School for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to the School that he or she is a donor and that there is a medical necessity for the donation of the organ or bone marrow.

An employee must first use his or her earned but unused sick leave for bone marrow donation and two (2) weeks’ worth of earned but unused sick leave for organ donation. If the employee has an insufficient number of sick days available, the leave will be considered unpaid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. The School may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

RETURNING FROM LEAVE OF ABSENCE

Employees cannot return from a medical leave of absence without first providing a sufficient doctor’s return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the Executive Director thirty (30) days’ notice before returning from leave. Whenever the School is notified of an employee’s intent to return from a leave, the School will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If you need further information regarding Leaves of Absence, be sure to consult the Executive Director.

DISCIPLINE AND TERMINATION OF EMPLOYMENT

STANDARDS OF CONDUCT

Employees shall refrain from conduct that is injurious to security, personal safety, employee or student welfare or the School's operations including, but not limited to:

1. Incompetence or inefficiency in the performance of the duties of his/her position.
2. Insubordination (including, but not limited to, refusal to do assigned work).
3. Willful or persistent failure to comply with school policies, procedures and regulations as outlined in the individual contract, this *Handbook*, or other official school documents.
4. Conduct that poses a threat to the health, safety, or well-being of faculty, staff, students, or the School as a whole.
5. Corporal punishment: The willful infliction of, or willfully causing the infliction of, physical pain on a student. An amount of force that is reasonable and necessary for an employee to quell a disturbance threatening physical injury to persons or damage to property, for purposes of self-defense, or to obtain possession of weapons or other dangerous objects within the control of a student shall not be construed as corporal punishment.
6. Carelessness or negligence in the performance of duty or in the care of School property.
7. Discourteous, offensive or abusive language or conduct toward another employee, a pupil, or a member of the public.
8. Drinking alcoholic beverages on the job, or reporting for work while intoxicated.
9. Unlawful possession, use, sale or otherwise furnishing, arranging to furnish or under the influence of any controlled substance, as defined in Section 11007 of the Health and Safety Code, an alcoholic beverage or intoxicant of any kind.
10. Charged or convicted of a sex offence as defined in Education Code section 44010.
11. Conviction of any crime involving moral turpitude.
12. Charged or convicted of a controlled substance offense as defined in Section 44011 of the Education Code or a serious or violent felony as defined by Education Code sections 44830.1 and 45122.1.
13. Repeated and unexcused absence or tardiness.
14. Falsifying any information supplied to the School, such as information supplied on application forms, employment records, reimbursement forms, or other school forms.
15. Persistent violation of or refusal to obey safety rules and regulations applicable to the School.
16. Failure to follow School policies and procedures.
17. Abandonment of position. (Any employee absent without authorization for three days or more shall be considered as having vacated his/her position.)
18. Violation of local, state or federal law resulting in suspension or cancellation of license required for assigned duty.
19. Theft, deliberate or careless damage of any School property or the property of any employee or parent or child enrolled at the School.
20. Removing or borrowing School property without prior authorization; unauthorized use of School equipment, time, materials, or facilities.
21. Abuse of general leave.
22. Failure to provide a physician's certificate when requested or required to do so.
23. Working overtime without authorization or refusing to work assigned hours.
24. Excessive use of telephone for personal calls during working hours, or making unauthorized long distance calls.
25. Committing a fraudulent act or a breach of trust under any circumstances.
26. Wearing extreme, unprofessional or inappropriate styles of dress or hair while working.
27. Unlawful Harassment.

OFF-DUTY CONDUCT

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform his or her work will not be tolerated.

While employed by the School, employees are expected to devote their energies to their jobs with the School. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with our School.
- Additional employment that requires the employee to conduct work or related activities on the School's property during the employer's working hours or using our School's facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of our School.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. The School shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

VOLUNTARY TERMINATION OF EMPLOYMENT

Should it become necessary for you to terminate your at-will employment with the School, please notify the Executive Director regarding your intention as far in advance as possible. At least two (2) weeks' notice is expected whenever possible.

When you terminate your at-will employment, you will be entitled to all earned but unused vacation pay, if applicable. If you are participating in the medical and/or dental plan, you will be provided information on your rights under COBRA.

APPENDIX 1: SEXUAL HARASSMENT POLICY

(B.P.#12-08-1)

PURPOSE OF POLICY

It is the policy of the Governing Board of the Sebastopol Independent Charter School ("School") to provide an environment free of sexual harassment. To accomplish this purpose, the policy is designed to secure, at the earliest level possible, an appropriate resolution to an allegation of sexual harassment.

This policy is intended to supplement, and not replace, any applicable state or federal laws and regulations. Complaints under these laws and regulations shall be processed through the procedures established by the appropriate state and/or federal agencies.

It is the position of this Board that sexual harassment is unlawful and will not be tolerated. It is a violation of this policy for any employee, agent, student, or party with which the School has a cooperative agreement, to engage in sexual harassment.

Educational Environment

Within the educational environment, sexual harassment is prohibited between students, and between employees or agents/non-employees (such as contract employees, service providers, or volunteers) and students.

Work Environment

Within the work environment, sexual harassment is prohibited between supervisors and employees, between employees, and between agents/non-employees (such as contract employees, service providers, or volunteers) and employees.

Definition of Sexual Harassment

A. General Definitions

Sexual harassment occurs when unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature are:

1. made either explicitly or implicitly a term or condition of an individual's educational status or employment;
2. used as a basis for educational or employment decisions affecting such individual; or
3. has the purpose or effect of unreasonably interfering with an individual's educational or work performance or creating an intimidating, hostile or offensive educational or working environment.

B. Specific Examples

For the purpose of further clarification, sexual harassment includes but is not limited to:

1. Making unsolicited written, verbal, physical and/or visual contact with sexual overtones. (Written examples include but are not limited to: suggestive or obscene letters, notes, invitations. Verbal examples include, but are not limited to: derogatory comments, innuendos, slurs, jokes, epithets. Physical examples include, but are not limited to: assault, touching, impeding, or blocking movement. Visual examples include, but are not limited to: leering, gestures, display of sexually suggestive objects or pictures, cartoons, or posters.)
2. Continuing to express sexual interest after being informed that the interest is unwelcome. (Reciprocal attraction between appropriate parties is not considered sexual harassment.)
3. Making reprisals, threats of reprisal, or implied threats of reprisal following a negative

response.

For example, **within the work environment**, either implying or actually withholding support for an appointment, promotion, or change of assignment; suggesting a poor performance report will be prepared, or suggesting probation will be failed.

For example, **within the educational environment** either implying or actually withholding grades earned or deserved; suggesting a poor performance evaluation will be prepared; or suggesting a letter of recommendation will be denied.

4. **Within the work environment**, engaging in implicit or explicit coercive sexual behavior which is used to control, influence, or affect the career, salary, and/or work environment of another employee.
Within the educational environment, engaging in implicit or explicit coercive sexual behavior which is used to control, influence, or affect the educational opportunities, grades, and/or learning environment of a student.
5. Offering favors or educational or employment benefits, such as grades or promotions, favorable performance evaluations, favorable assignments, favorable duties or shifts, recommendations, reclassification, etc. in exchange for sexual favors.

Any expression of sexual interest between adults and students, regardless of reciprocity is considered inappropriate and shall be subject to discipline under applicable state law.

Complaint and Reporting Procedure

Any student, employee, or agent who believes he or she has been sexually harassed by an employee, agent, or student of the School, should promptly report the facts of the incident(s) and the name of the individual involved to an adult staff member with whom they feel comfortable, and that person shall report the incident to the School Director. If the alleged harasser is the School Director, the person can report the incident to any Board member. A written report of the alleged incident will be developed by the School Director or by a Board member. A copy of the report, along with a copy of this policy, shall be mailed to the parent of the student who initiated the complaint.

All staff, upon personal knowledge of an incident of sexual harassment, are obligated to report it to the School Director, or if the harasser is the Director, the report shall be made to any Board member. Failure to do so is a violation of this policy. Failure of staff to report student allegations of sexual harassment within three (3) school days is a violation of this policy.

Students who feel aggrieved because of unwelcome conduct that may constitute sexual harassment are not required to inform the person engaging in such conduct that the conduct is unwanted, offensive and must stop, but are encouraged to do so. An aggrieved individual is not required to complain to his or her instructor if that instructor is the individual who is harassing the student. Any individuals making a report may bring an advocate to assist them.

FILING COMPLAINTS WITH STATE AND FEDERAL AGENCIES

Aggrieved parties may wish to file complaints with other appropriate state and federal agencies, including:

U.S. Office for Civil Rights
50 United Nations Plaza, Room 239, San Francisco, CA 94102 (415) 556-7000

The State Fair Employment and Housing Commission
30 Van Ness Avenue, San Francisco, CA 94102, (415) 557-2005.

CONFIDENTIALITY

An allegation of sexual harassment and the results of the investigation shall be kept confidential to the extent reasonably possible under the investigative process. Witnesses and those interviewed shall be informed of the confidential nature of the issues and the investigation, and shall be informed that it will be a violation of this policy to disclose the allegation or the nature of the investigation to others and shall be subject to disciplinary action as defined in this policy.

RETALIATION IS PROHIBITED

The initiation of an allegation of sexual harassment, will not cause any reflection on the individual reporting the incident or witnesses nor will it affect such persons' future business dealings with the School, his or her employment, compensation or work assignments, or, in the case of students, grades, class section or other matters pertaining to his or her status as a student of any School programs. It shall be a violation of this policy to engage in such retaliation. An allegation of retaliation shall be considered as a separate incident, shall be investigated, and shall be subject to disciplinary action.

TIME LIMITS

Allegations of sexual harassment shall be reported as soon as reasonably possible after the conduct in question has taken place.

DISCIPLINARY ACTION

When an allegation of sexual harassment is supported by the investigation and disciplinary action is necessary, the School Director will determine what course of action is appropriate, depending upon whether the harasser is a student, staff member, or agent of the School.

Employees who violate this policy may be subject to discipline up to and including dismissal. Such disciplinary action shall be in accordance with applicable policies, laws, and/or collective bargaining agreements. Students who violate this policy may be subject to discipline up to and including expulsion. Such disciplinary action shall be in accordance with board policy and state law. Agents of the School who violate this policy may be subject to penalties and sanctions as may be available to the School, including termination of business relationships and contracts or the privilege of volunteering on campus.

APPEAL PROCEDURES

Either the complaining party or the accused may appeal the findings of an investigation to the Governing Board of the School. Appeals shall be made in writing within ten (10) business days from the date of a finding.

TRAINING

To implement this policy the School will provide appropriate training programs for staff; teachers will be instructed to discuss the topic in a pedagogically and age-appropriate way with their students.

NOTIFICATION

There will be adequate notification of the policy to include permanent posters in public areas, offices, and hallways. The policy will be published in the *Employee Handbook* and described in the *Parent Handbook*. Copies will also be available upon request in the School office.

ADMINISTRATIVE REGULATION

The School Director shall adopt, and from time to time may revise, further procedures as may be necessary to implement this policy and provide for a means of enforcing this policy. Such further procedures may include the following: posting and other means of distributing the policy; a process under which complaints will be handled, formally or informally, an explanation of possible civil proceedings and potential legal consequences of sexual harassment. The School Director will initiate training and education programs to enable all persons, and in particular, supervisors, to better understand the problem of sexual harassment. In addition, the School Director shall designate appropriate employees to enforce or administer this policy within the School and shall provide for appropriate training for employees on an annual basis.

SPECIAL ASSISTANCE

It is expected that questions may arise concerning the interpretation of the prohibition against sexual harassment, the methods and procedures to be following in the investigation of complaints, and the appropriateness of specific solutions in disposition of complaints. For assistance in these matters, individuals may contact the School Director.

Current Legal references barring sexual harassment in education:

Title VII of the Civil Rights Act – 42 CUS Section 2000-e-2(a)(1)
California Fair Employment & Housing Act – Government Code Section 12940
Title IX of the Education Amendments of 1972 29 USC Section 1681 et. seq.
California Education Code, Section 200 et seq.

APPENDIX 2: POLICY ON NON-SECTARIAN INSTRUCTION

POLICY ON NON-SECTARIAN INSTRUCTION FOR PUBLIC SCHOOL USING WALDORF-INSPIRED CURRICULUM AND METHODS

1. We recognize that the Waldorf Schools worldwide have often achieved remarkable success in educating students. The content of the curriculum, the harmony of the physical and learning environment, and the gracefulness of the teaching methodology all contribute to the student outcomes that we seek to foster.
2. We seek to apply the Waldorf-inspired methods in the furtherance of our educational purpose. Although we recognize that the originators of these methods may have had some cultural biases or sectarian affiliations, it is the express intention of our school to remove such biases and affiliations from the methods employed in the School.
3. The originators of the Waldorf method have given reasons and explanations for its effectiveness that are difficult or impossible for educators to verify using current research methodologies. We seek to base *our* use and adoption of any such methods upon our practical experience of their success in producing the outcomes that we desire to achieve for our students.
4. As a school, we remain neutral concerning the other theories and ideas propounded by the originators of the Waldorf methods. These are extensive and many relate to areas of inquiry that go far beyond the strictly educational and pedagogical realms. Our school does not seek to promote credence in any religious or philosophical system or sectarian affiliations. As educators, we seek successful methods from many sources, and subject all such methods to practical review. Our adoption of any curriculum or teaching method rests upon our professional evaluation of its efficacy in contributing towards outcomes leading to healthy human development and specific educational goals.
5. Although we recognize the right of all citizens to hold religious, spiritual and philosophical beliefs in their personal lives, we as teachers and educators do not promote or proselytize our religious beliefs, if any, among the students we teach.
6. In our school, we teach about many cultures and civilizations, both past and present. Students learn about various aspects of these cultures including their history, geography, language, economy, science, mythology and religion. But in these studies, we do not seek to promote adherence to the faith held by any one of these cultures, rather such studies arise out of a multi-cultural and historical context.
7. As educators, we seek to assist each other in the research into and application of the Waldorf methods as appropriate to a public school setting. We promote and encourage the study by the educators in our school into the extensive literature dealing with the Waldorf methods both by its originators and by its subsequent practitioners. We seek teachers who have devoted special study into these methods, and who are willing to discriminate which elements of such methods are appropriate in a non-sectarian, public school setting. We encourage an active dialogue with educators who have practiced the Waldorf methods in other schools worldwide, both public and private, in order to understand and incorporate the best practices appropriate to a non-sectarian public school setting.
8. We believe that all children deserve a high quality education. We believe that parents who

seek the educational goals for their children which can best be fostered by the Waldorf-inspired methods should not be deprived of an access to such methods through financial constraints, or through a rigid association of such methods to any sectarian or culturally biased world view which excludes them from participation.

9. While not promoting the moral code of any religion, we believe that character education is an essential component of any school program. A reverence for truth, beauty and goodness should be part of every child's outlook. Education is most effective when it occurs within a context of meaning. Myths, fairy tales, legends, and fables all contribute to such a context, and are an integral part of our program.
10. Our school adheres to the principles and guidelines expressed in the publication, "A Teacher's Guide to Religion in the Public Schools" (Appendix 2), which is published by the First Amendment Center, and distributed to all public schools by the United States Department of Education. All teachers in our school are provided with this publication, and are periodically monitored for compliance with its principles.

ACKNOWLEDGEMENT OF RECEIPT
Of Sebastopol Independent Charter School
Personnel Policies and Employee Handbook

I acknowledge that I have received a copy of the Sebastopol Independent Charter School *Personnel Policies and Employee Handbook* (“*Employee Handbook*” or “*Handbook*”) dated: June 24, 2015. I understand that this *Handbook* replaces any and all prior verbal and written communications regarding Sebastopol Independent Charter School working conditions, policies, procedures, appeal processes, and benefits.

I have read and understand the contents of this *Handbook* and will act in accord with these policies and procedures as a condition of my employment with Sebastopol Independent Charter School.

I have read and understand the Standards of Conduct expected by Sebastopol Independent Charter School contained in the *Handbook* and I agree to act in accord with the Standards of Conduct as a condition of my employment by Sebastopol Independent Charter School.

I understand that if I have questions or concerns at any time about the *Handbook* or the Standards of Conduct contained therein, I will consult the Executive Director for clarification.

I also acknowledge that the *Handbook* contains an employment-at-will provision that states:

- Either Sebastopol Independent Charter School or I can terminate my employment relationship at any time, with or without cause, and with or without notice;
- That this employment-at-will relationship is in effect regardless of any other written statements or policies contained in this *Handbook*, in any other Sebastopol Independent Charter School documents, or in any verbal statements to the contrary; and
- That no one except the Executive Director can enter into any differing employment relationship, contract, or agreement. To be enforceable, any such out-of-the-ordinary relationship, contract, or agreement must be in writing, signed by the Executive Director, notarized, and in the employee file.

Finally, I understand that the contents of this *Employee Handbook* are simply policies and guidelines, not a contract or implied contract with employees. The contents of the *Employee Handbook* may change at any time.

Please read this *Employee Handbook* and the employee Standards of Conduct contained therein carefully to understand these conditions of employment before you sign this document.

Employee Signature

Date

Print Name