

**Redwood Coast Montessori Board of Directors**  
1611 Peninsula Drive, Arcata, CA 95521 (Building A)

**Zoom Meeting Link:**

(<https://us06web.zoom.us/j/83073560631?pwd=d2xMRHN2bFRHY2w3Wng0NG5kdExNUT09>)

**REGULAR MEETING**

April 10, 2024

Closed Session: 5:30 p.m. - Open Session: 6:30 p.m.

**AGENDA**

A. CALL TO ORDER - 5:30 P.M.

B. CLOSED SESSION

1. Announcement of Closed Session Items
2. Public Comment – Closed Session Agenda
3. Closed Session Items:
  - i. Review of Administration Survey

C. OPEN SESSION: 6:30 P.M. LOCATION: REDWOOD COAST MONTESSORI, 1611 Peninsula Drive, Arcata, CA 95521

1. REPORT FROM CLOSED SESSION

Report of Reportable Action Taken in Closed Session, if any.

D. PUBLIC COMMENT

The public is invited to make announcements or comment on information to the Board that is relevant to the scope of authority of Redwood Coast Montessori. The Board may uniformly impose a time limit of 3 minutes to individual presentations to assure every subject is heard. By public law, the Board cannot take action on items not on the agenda.

E. GENERAL FUNCTION-CONSENT ITEMS– Approval w/ Single Motion:

**Action**

Items listed under the Consent Agenda are considered to be routine and are acted on by the Board in one motion. There is no discussion of these items before the Board vote unless a member of the Board, staff, or public requests specific items be discussed and/or removed from the Consent Agenda. It is understood that the Administration recommends approval on all Consent Items.

1. Approval of Draft Minutes of March 13, 2024 Regular Meeting

F. BUSINESS AND FINANCE

1. None

**Information**

G. SCHOOL FUNCTIONS

1. Equity and Diversity Update
2. WASC FINAL REPORT
3. Public Hearing: 2024 Updated RCM Staff Handbook – Solicitation, Recommendations, and Comments from Members of the Public on the Draft Updated RCM Staff Handbook

**Information**

**Information**

**Information**

Open: \_\_\_\_\_

Close: \_\_\_\_\_

**The Draft 2024 updated RCM Staff Handbook is available for public inspection in the school office at the each campus (Manila & Arcata).**

4. Campus safety discussion

**Information/Action**

H. Staff and Directors Reports

1. Staff Report
2. Director Reports

**Information**

**Information**

I. FUTURE AGENDA ITEMS

J. ADJOURNMENT OF OPEN SESSION

**Action**

NOTICE: Any writing, not exempt from public disclosure under Government Code Section 6253.5, 6254, 6254.3, 6254. 7, 6254.15, 6254.16, OR 6254.22, which is distributed to all or a majority of the members of the governing board by any person in connection with a matter subject to discussion or consideration at an open meeting of the board is available for public inspection at the Redwood Coast Montessori School 1611 Peninsula Drive, Arcata, CA 95521. In compliance with Government Code section 54954.2(a) Redwood Coast Montessori will, on request make agendas available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact Redwood Coast Montessori at 707-832-4194.

# Redwood Coast Montessori Board of Directors

## Remote Meeting

Zoom (<https://us06web.zoom.us/j/83073560631?pwd=d2xMRHN2bFRHY2w3Wng0NG5kdExNUT09>)

REGULAR MEETING

March 13, 2024 6:30 p.m.

MINUTES

A. CALL TO ORDER OF OPEN SESSION by Kim Bonine at 6:33 p.m.

a. Present: Kim Bonine, Terry Weeks, Susann Goodman

B. PUBLIC COMMENT - No public comments

D. GENERAL FUNCTION – [Action Item]

1. Approval of general consent items: M/S by Weeks/Goodman to approve the General Function-Consent Items. Board: ayes 3, noes 0. Motion carried.

E. BUSINESS AND FINANCE

1. Second Interim Budget: The second interim budget was presented to the board. M/S by Weeks/Goodman to approve the second interim budget report. Board: ayes 3, noes 0. Motion carried.

F. SCHOOL FUNCTIONS

1. 2024-25 School Calendar: M/S by Weeks/Goodman to approve the 2024-25 school calendar as presented. Board: ayes 3, noes 0. Motion carried.
2. Set schedule for closed session review of administrative reviews: M/S by Weeks/Goodman to set the date for either 3/20/24 or 4/10/24 based on results of survey distributed by director. Board: ayes 3, noes 0. Motion carried.

G. STAFF AND DIRECTOR REPORTS

1. Staff: Michelle and Bryan presented information about recent events that have been taking place at both campuses.
2. Directors: None

H. FUTURE AGENDA ITEMS

1. None

I. PUBLIC COMMENT ON CLOSED SESSION ITEMS

The Governing Board welcomes public comment related to any closed session items. Comments are limited to three (3) minutes.

J. CLOSED SESSION:

Pursuant to Education Code 48918c, the Board will meet in Closed Session concerning confidential matters.

1. Public Employee Review (Certificated Teachers)

K. OPEN SESSION: 7:36 P.M. LOCATION - REDWOOD COAST MONTESSORI (1611 Peninsula Drive, Arcata)

L. ANNOUNCEMENT OF ANY REPORTABLE ACTION TAKEN IN CLOSED SESSION

1. M/S by Weeks/Goodman not to renew the employment contract for employee 1530. Board: ayes 3, noes 0. Motion carried.

2. M/S by Goodman/Weeks not to renew the employment contract for employee 1492. Board: ayes 3, noes 0. Motion carried.

M. ADJOURNMENT OF OPEN SESSION

1. M/S by Weeks/Goodman to adjourn meeting. Board ayes 3, noes 0. Motion carried at 7:45 p.m.

# RCM School Board



Agenda Item: F1  
Equity and Diversity Update

Department/Program:  
School wide

Background Information:  
Updated information from the Equity and Diversity Committee

Recommendation:  
No action required.

Fiscal Implications:  
None.

Contact Person:  
Michelle Leonard

# RCM School Board



Agenda Item: F2  
WASC Visit Report

Department/Program:  
School wide

**Background Information:**

Redwood Coast Montessori is accredited through Accrediting Commission for Schools, Western Association of Schools and Colleges. In order to maintain our accreditation, a committee of WASC members schedule visits to schools to assure they are maintaining their high standards of education. During the 2023-24 school year a virtual “visit” will take place by a WASC director.

**Recommendation:**

Receive final report from WASC mid-cycle progress visit.

**Fiscal Implications:**

None

**Contact Person:**

Bryan Little

# **Progress Visit Visiting Committee Summary Report**

**ACCREDITING COMMISSION FOR SCHOOLS  
WESTERN ASSOCIATION OF SCHOOLS AND COLLEGES**

**FOR**

**REDWOOD COAST MONTESSORI**

**1611 Peninsula Drive**

**Arcata, CA 95521**

**Arcata Elementary School District**

**March 15, 2024**

**Visiting Committee Members**

Dr. Wendy Parcel, Chairperson  
Director, Accrediting Commission for Schools WASC

## SUMMARY

### Include:

- **General comments about the school, including summary of achievement data**
- **Significant changes and/or developments and their impact on the school**
- **School's follow-up process and process used to prepare the progress report**
- **Summary of progress on the action plan that addresses student and school needs and critical areas for follow-up (growth areas for continuous improvement) and impact on student learning.**

### **General comments about the school, including summary of achievement data**

Redwood Coast Montessori (RCM) is a TK-12 rural charter school located across two campuses (K-8 and 6-12) in Humboldt County. RCM, the first and only public Montessori school in Humboldt County, is one of four public charters authorized by the Arcata School District, and the only school in the district that provides secondary education; the high school addition was approved in 2017. RCM has a strong relationship with their authorizing district and uses the district for back office services. Reauthorization will occur in 2026, and this year RCM was a mid-level school as noted on the charter school performance category data file.

### **Mission Statement**

The mission of Redwood Coast Montessori is to serve a diverse population of students (TK-12) in the Humboldt County area by providing a high quality educational option based on the Montessori and Project Based Learning approach to teaching and learning.

### **Vision Statement**

Redwood Coast Montessori is committed to providing a Montessori and Project Based Learning environment where students are guided to become intrinsically motivated learners who understand and value their work and their role in the community.

Redwood Coast Montessori will achieve this vision through authentic, rigorous, and individualized instruction that supports students to pursue their passions, address real-world problems, and engage in work that matters.

Redwood Coast Montessori students build their own educational path by developing a growth mindset and engaging in meaningful work that demonstrates persistence, creativity, and critical thought.

RCM listed the following data in their report.

- 23% increase in math CAASPP scores.
- increase the number (40%) of students attending college.
- increase of students successfully completing the reading intervention program (14% to 30%).
- increase in the number of high school students.
- decrease in the number of suspensions (75%)

[CA dashboard data](#) 2023



- Chronic absenteeism = orange
- Suspension, ELA, math = green

RCM noted in their schoolwide action plan the “need to develop a more comprehensive and universal approach to tracking student work performance over time based upon key indicators.” The VC believes that RCM has put in place many needed components as a fairly new school (scope & sequence, identified learning targets in PBL projects, etc.) and are now ready to have more in-depth discussions as a school community about what data is tracked and analyzed to help identify the major student learner needs. The VC discussed with RCM ensuring that they select local indicator data that is in alignment with their mission, vision, and school methodology.

The focus on “what data will we track and analyze on an ongoing basis to help us determine our major student learner needs” is the next step in RCM’s process towards ongoing school improvement. They are ready and well prepared to have these discussions.

### **Significant changes and/or developments and their impact on the school**

RCM has implemented several changes/developments over the last couple of years since the self-study visit which have created a greater foundation upon which to build.

- Curriculum
  - Significant expansion of A-G course offerings (3 ELA, 3 math, 2 science, 1 LOTE, 6 VAPA, 5 electives). Impact: provides students with a broader range of courses; RCM is interested in students having more choices.
  - Development of Course Syllabi and Scope and Sequence for high school. Impact: Helps to provide a structure to ensure a coherent and progressive learning experience for students.
  - Development of SEL curriculum for grades TK-8 and integrated into school framework. Impact: Reinforce community values to foster students’ emotional intelligence, interpersonal skills and a sense of well-being, contributing to a positive and supportive learning environment.
  - Alignment of high school curriculum to specific learning targets. Impact: Clarity of educational goals which should make it easier to assess student progress and adapt teaching strategies accordingly. Next step is to decide what learning target data may be tracked and analyzed to determine major student learner needs.
  - Use of Project Planning Template for Standards-Aligned Projects. Template implemented. Impact: Projects engaging and aligned to learning objectives and standards. Thoughts to potentially add in SLO outcomes with this process.
- Assessment & Accountability
  - Student portfolios introduced as a way to assess and document student growth. Impact: Allows for a holistic view of student learning. Next steps to decide if the portfolios will be used solely as formative assessments of individual student

- learning or if parts may be tracked to understand overall student learner needs.
- Presentations/celebrations of learning: First year in lower levels. Impact: Authentic audience for student learning providing students multiple growth opportunities and a chance for the community to celebrate growth.
- Added emphasis on Interim Assessments as a Formative Tool. RCM is figuring out how best to use Interim Assessments. Should they be tracked as data and analyzed for overall student learner needs? Should they be used as teaching tools once learner needs have been identified? RCM will continue to have discussions about how best to use this tool.
- **Vision & Purpose, Governance, Leadership, Staff and Resources:**
  - Director's governance training. All directors participated in a six-unit governance training facilitated by the Charter School Development Center (CSDC). Impact: common understanding of their role as board members, commitment to ongoing training for board members, implementation of an evaluation of the school leaders, and a greater understanding of the LCAP process.
  - Targeted Training for School Advisory Committee. Including SAC evaluation tool. Fall of 2023, RCM administration hosted a School Advisory Committee Information Meeting and Training Session. The SAC Training Meeting brought together key stakeholders, including teachers, administrators, parents, and students. The objective was to orient the committee members to the principles of effective assessment and reporting. Training sessions were conducted to ensure a shared understanding of assessment methodologies, data interpretation, and the significance of transparent reporting. During this meeting, the importance of involving diverse perspectives in the assessment process was emphasized. Impact: More parents and students involvement. RCM would like to see even more growth here.
  - Creation of Student Leadership Councils, including one for high school students. Impact: Leadership opportunities for students that promote student voice.

#### **School's follow-up process and process used to prepare the progress report**

RCM implemented three independent, yet overlapping committees to provide guidance and feedback in monitoring the schoolwide action plan. The committees include the School Advisory Committee (SAC), the Leadership Committee, and the Equity, Diversity and Inclusion Committee. They are continually working on involving members of the school community towards ongoing school improvement.

#### **Summary of progress on the action plan that addresses student and school needs and critical areas for follow-up (growth areas for continuous improvement) and impact on student learning.**

The self-study visiting committee noted that while RCM addressed 6 of the 9 prior findings from the 2020 Special Visit, "those that remained were amongst the most pertinent to ensure high achievement of all students and drive school improvement. Growth Areas for follow-up that remained included:

- **Formal training of the local governing Board and School Site Council members on their respective roles, responsibilities, and capacities in decision-making processes.**

- **Solidify rigor in A-G approved courses, especially ensuring the rigor of the PBL curriculum.**
- **Ensure that the PBL curriculum uses more concrete metrics to determine student attainment of the academic standards and SLOs.**

The SS team noted that assessments in grades 9-12 were inconsistent and did not provide schoolwide data of student progress, but that the Director recognized the need to establish a viable assessment system with indicators that would show academic progress over time, measured on key indicators that have been sanctioned by the school and all its stakeholders.”

The current visiting committee found that RCM has made significant growth on two of the three areas of growth (board training and A-G courses) and that additional significant development implementation has laid the foundation for addressing the development concrete metrics to address student attainment of the academic standards and SLOS, as well as to help determine major student learner needs.

While RCM may add a few more A-G courses over the next few years, and/or revise some of their offerings, the VC believes that they no longer need to focus on this as a major areas of growth and is marking this as complete.

Additionally, not only has there been formal training for the current board from CSDC, there is now a process in place for ongoing training of the board. The VC confirmed with board members during the visit the benefits of CSDC training, as well as their own internal processes for development of board goals. This area of growth is also being marked as complete.

RCM will continue to develop their schoolwide assessment process. It was evident to the VC that the teacher’s formative assessments are robust and teachers understand each student’s individual needs. The next step is determining the data which will be used schoolwide/grade-band wise to see the trends/gaps in student learning to be able to clearly articulate the major student learner needs.

Included in the schoolwide action plan from the self-study was the need to address student SEL needs. Significant strides have been made. As noted in significant changes, RCM developed and implemented SEL curriculum in grades TK-8. They are seeing fewer disciplinary actions, fewer suspensions, and a greater than 75% reduction in chronic absenteeism. While the VC understands that RCM plans some additional work with SEL, especially at the high school level, the VC does not believe that this needs to carry forward as a major area of growth.

[Revised Schoolwide Action Plan](#) - RCM has updated/revised a separate schoolwide action plan. During the progress visit, the visiting committee discussed with RCM the potential benefits of using the LCAP as the schoolwide action plan and believes the school may elect to do this moving forward.

### **Schoolwide Strengths**

- RCM's mission and vision is understood and supported by the entire school community.
- RCM has dedicated leadership and staff who work to implement the Montessori philosophy and PBL as a means to support whole student learning and development.
- RCM board members are well trained and work to support ongoing school improvement from a board level.
- RCM has made major progress on previously identified areas of growth; RCM is committed to ongoing school improvement.
- RCM has a strong relationship with their authorizing district.

### **Growth Areas for Continuous Improvement**

As RCM prepares for a mid-cycle visit and future self-study visit, the following area of growth has been identified.

1. RCM leadership and staff define and implement an assessment process that collects and analyzes data they have determined will help them identify their major student learner needs.

In addition to this area of growth, RCM will use their LCAP as their schoolwide action plan.

# RCM School Board



Agenda Item: F3  
Draft RCM Employee Handbook

Department/Program:  
School wide

Background Information:

The Leadership Team Policy Committee has been working on updating the Employee Handbook since January 2023. The committee consisted of representatives from both campuses, including two members from the Arcata campus and three from Manila. The necessity to update the Handbook came from a place of growth in our school; we are in a different place than we were when the Handbook was first created.

Recommendation:

Accept Draft Employee Handbook for review

Fiscal Implications:

None

Contact Person:

Michelle Leonard

April 10, 2024

Dear Board Members,

The Leadership Team Policy Committee has been working on updating the Employee Handbook since January 2023. The committee consisted of representatives from both campuses, including two members from the Arcata campus and three from Manila. The necessity to update the Handbook came from a place of growth in our school; we are in a different place than we were when the Handbook was first created.

Our goals with our edits were to reflect current best practices and address some problematic areas including discrepancies between policy and practice, and to ensure equity across campuses and across positions. We wanted to make sure expectations were explicit so that staff members understand them and administrators can enforce them.

Attached are two copies of the Handbook. One shows the new content in red with the parts deleted struck-through; the second copy is blackline that reflects the edits in the final form.

The policy subcommittee requests that the Board of Directors review the updated Employee Handbook. We hope that the Board will review the changes we have made and vote at the next meeting to implement the Handbook beginning with the 2024-25 school year. In addition to reviewing the Handbook, since the last section about arbitration was struck due to not having an arbitration agreement, we would like the Board to provide clarity and guidance for how to address discrepancies between policy and practice. This is especially necessary because as at-will employees, some staff have expressed concern about speaking up when there are issues of inequity, for fear of losing their position.

We thank you for your time and careful consideration of this Employee Handbook. Please feel free to contact any of the committee members with questions.

Sincerely,

**The Leadership Team - Policy Subcommittee**

Anna Gaines, Lower El Teacher, Manila Campus

Michelle Leonard, Site Supervisor, Manila Campus

Sasha Lyth, Art Educator, Arcata Campus

Tess Yinger, Reading Intervention Teacher, Library Technician, ELPAC Administrator, Art Educator,  
Manila Campus



# ***Employee Handbook***

**\*With Updates as of March 26, 2024\***

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**I. Introduction to Redwood Coast Montessori for Employees:**

**I. Welcome Statement:**

Welcome! We are so glad you are here with us. In this document you will find information about working for Redwood Coast Montessori, including our approach to pedagogy, teaching philosophy, and contractual agreements with the school. If at any time you have questions about this handbook and its contents, please connect with your site supervisor.

**II. Mission Statement:**

The mission of Redwood Coast Montessori is to serve a diverse population of students (TK-12) in the Humboldt County area by providing a high quality educational option based on the Montessori and Project Based Learning approach to teaching and learning.

Redwood Coast Montessori maintains as part of its mission a commitment to a specific vision that emphasizes active student participation in learning, peaceful conflict resolution, and communication as means to growth and development. This vision is emphasized in our Schoolwide Learner Outcomes and is supported through the structure of our program, which is based extensively on Montessori and Project Based Learning pedagogy.

### **III. Schoolwide Learner Outcomes**

We create a school culture that emphasizes the following Schoolwide Learner Outcomes, also known as SLOs. Although these outcomes are written for students, staff members are expected to lead by example and model these values.

#### **Peaceful**

- Cultivate peaceful interactions, empathy and compassion
- Advocate for peaceful resolution, understanding our connection to each other
- Build a cohesive school community

#### **Engaged**

- Explore what kind of learner I am
- Evaluate how I see myself in the larger world
- Honor our environment and our place in the global community

#### **Active**

- Demonstrate a desire to learn, to be helpful, and to contribute
- Encourage habits of curiosity, initiative and persistence
- Operate with a growth mindset

#### **Communicative**

- Develop ability to communicate with self and others
- Reach out to the community outside the school to provide opportunities for connection
- Build academic, discipline specific vocabulary

#### **Educated**

- Build habits of concentration and organization for lifelong study skills
- Plan for how I will succeed in diverse disciplines
- Create and pursue original thought across academic disciplines

### **IV. Purpose of this Handbook**

This Handbook summarizes Redwood Coast Montessori's (hereinafter referred to as "School") personnel policies applicable to all employees. Please review these policies carefully. If you have any questions about the policies outlined in this Handbook, or if you have any other personnel related questions, whether related to policies specifically addressed in this Handbook,

please ~~consult the School Director.~~ **consult your campus Site Supervisor, the School Director, or a member of the Leadership Team.**

This Handbook is intended only as a guide to the School's personnel policies, outlining and highlighting those policies and practices. It is not, therefore, intended to create any expectations of continued employment, or an employment contract, express or implied. This Handbook supersedes any previously issued handbooks, policies, benefit statements and/or memoranda, whether written or verbal, including those that are inconsistent with the policies described herein.

With the exception of the at-will employment status of its employees, the School reserves the right to alter, modify, amend, delete and/or supplement any employment policy or practice (including, but not limited to, areas involving hiring policies and procedures, general workplace policies, hours of work, overtime and attendance, standards of conduct, employee benefits, employment evaluation and separation) **and will act with due diligence when communicating changes to staff.** ~~with or without notice to you.~~ Only the written approval of the board of directors may alter the at-will employment status of any of its employees.

Once you have reviewed this Handbook, please sign the two employee acknowledgement forms at the end of this Handbook, keep one for your files and provide the other to ~~the School Director:~~ **your Site Supervisor or the School Director.** This signed acknowledgement demonstrates to the School that you have read, understand and agree to comply with the policies outlined in the Handbook.

## **II. Hiring Policies and Procedures**

### **A. At Will Employment**

The School is an at-will employer. This Handbook does not in any way reflect a modification to this policy and does not reflect a contract of employment, either express or implied, between you and the School. Accordingly, either you or the School may terminate this relationship at any time, for any reason, with or without cause. ~~and with or without prior notice.~~ **The School will take steps to communicate staffing changes to employees at risk of termination. This includes giving written notice as soon as possible.**

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to any employee in connection with ~~his/her~~ **the person's** employment shall require the School to have "cause" or reason to terminate an employee or otherwise restrict the School's right to terminate an employee at any time for any reason. No School representative is authorized to modify this policy for any employee, unless in writing, signed by both the Director and approved in writing by the Board of Directors.

**Redwood Coast Montessori's Staff Evaluation Process will alert staff members to specific areas of performance that require improvement. While areas for growth do not indicate potential termination, they indicate areas for improvement and opportunity for growth necessary prior to potential termination.**

## **B. Equal Employment Opportunity Policy**

The School is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunities to all qualified individuals without regard to race, creed, color, religion, national origin, ethnicity, ancestry, sex, sexual orientation, age, physical or mental disability, genetic information, gender identity and expression, gender related appearance and behavior, marital status, citizenship status, medical condition, or any other legally protected status. 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. Furthermore, the School prohibits all unlawful discrimination against any employee or applicant for employment in its programs or activities based on race, color, religion, sex, gender, ethnic group identification, age, national origin, ancestry, genetic characteristics, mental or physical disability, marital status, sexual orientation or other category protected by law.

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. In order to perform the essential functions of the job, any applicant or employee requiring an accommodation should contact the School Director and request such an accommodation.

If you believe prohibited discrimination has occurred, please contact your direct supervisor or the School Director immediately, **or use the online Incident Report Form:** (<https://forms.gle/a9Y1krJBSNZvD4DZ8>). Reports will be investigated and appropriate corrective action will be taken.

## **C. Immigration Compliance**

The School does not discriminate against any individual because of **their** ~~his or her~~ national origin, citizenship or intent to become a U.S. citizen in compliance with the Immigration Reform and Control Act of 1986. It is, however, the policy of the School to only employ those individuals that are authorized to work in the United States. In furtherance thereof, the School requires each prospective employee to provide documents verifying his or her identity and authorization to be legally employed in the United States. The employee will also be required to sign a legal verification attesting to her/his authorization to be legally employed in the United States.

## **D. Employee Classification**

The School's employees are classified in the following categories: Exempt, non-exempt, and full-time, part-time or temporary.

**Exempt:** Exempt employees are those employees with job assignments that meet exemption tests under state and federal law making them exempt from overtime pay requirements. **Exempt employees at RCM include salaried certificated staff members.** Exempt employees are compensated on a salary basis, not pursuant to overtime pay requirements.

**Non-Exempt:** Non-exempt employees are those employees with job assignments that do not meet exemption tests under state or federal law. **Non-exempt employees at RCM include classified staff who are paid hourly or are salaried.** Thus, these employees are paid overtime wages for overtime worked in accordance with the law.

**Full Time:** Full time employees are those employees who are scheduled to work at least 40 hours in a week. **Full-time for a non-exempt employee is 40 hours a week. Full-time for an exempt employee is 40 hours a week, which is a combination of student contact time and prep time. Exempt employees are granted flexibility in where they use their prep time, but are expected to be on campus for the entirety of the regular school day. This includes direct instruction as well as community meetings and any activities that students are required to attend. All staff are expected to assist in monitoring all-ages of students during breaks, work times, and other unstructured times.**

**Staff duty for unstructured student time (breaks, meals, etc.) is scheduled by site and every staff member is responsible for doing their fair share of supervision duties.**

**Part Time:** Part time employees are those employees who are scheduled to work <40 hours in a week. **Part-time employees will attend training, meetings, and student-facing activities based on the specific needs of their job. Required attendance for part-time employees will be discussed with site supervisors at the start of employment.**

**Temporary:** Temporary employees are those employees who are hired for a limited time period, or for a specific project, and usually are not employed more than 1 month.

Part time and temporary employees are not entitled to benefits provided by the School. Independent contractors, consultants and leased employees (i.e., those working for an employment agency) are not employees of the School and are not eligible for benefits provided by the School. If you have any questions about your classification, please consult with the School Director.

#### **E. Certification and Licensure of Instructional Staff**

Each of the School's **exempt employees** ~~core academic teachers may be~~ **are** required to hold a current California Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in other public schools would be required to hold and may be required to meet certain federal requirements related to subject-matter expertise in order to meet federal requirements for "highly qualified teachers." Paraprofessional staff may also be required to document that they meet federal requirements for paraprofessional staff. It is the responsibility and a condition of continued employment of all instructional staff, including teachers and paraprofessionals to maintain and keep current such certificates, permits or other documentation and provide **current certifications to your Site Supervisor or the School Director.** ~~no later than the close of business on the first day the employee reports for duty.~~ If an instructional staff employee believes that he or she is assigned to teach in a subject in which he or she does not have subject matter competence, the employee should immediately report the same to **your Site Supervisor or the School Director.** Staff who are required to meet these state and federal certification, expertise, and related requirements must maintain such qualifications as

a condition of employment at the School. Nothing in this section is intended to alter that at-will status of the employee's employment.

#### **F. Tuberculosis Testing**

Except for employees transferring from other schools, no person shall be employed by the School unless the employee has submitted proof of an examination within the past 60 days that the employee is free of active tuberculosis. Employees transferring from other public or private schools within the State of California must either provide proof of an examination within the previous 60 days or a certification showing that he or she was examined within the past four years and was found to be free of communicable tuberculosis. It is also acceptable practice for the employee's previous school employer to verify that it has a certificate on file that contains the showing that the employee was examined within the past four years and was found to be free of communicable tuberculosis.

The tuberculosis test shall consist of an approved intradermal tuberculin test, which if positive shall be followed by an X-ray of the lungs.

All employees shall be required to undergo the foregoing examination at least once every four (4) years, excepting "food handlers" who shall be examined annually. After such examination, each employee shall cause to be on file with the School a certificate from the examining physician showing the employee was examined and found free from active tuberculosis.

The examination for applicants for employment is a condition of initial employment. Therefore, the expense incident thereto shall be borne by the applicant. The cost of the examination required of existing employees shall be a reimbursable expense. Employees should follow the School's reimbursement procedures.

The County Health Department may provide skin testing to employees at regular intervals at no cost to the employee. The availability of this testing may be announced by the School.

#### **G. Criminal Background Checks**

As a condition of employment, the School requires all applicants for employment to **complete a Live Scan background check.** ~~submit two sets of fingerprints to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and Federal Bureau of Investigation.~~ The School will not employ a person who has been convicted of a violent or serious felony or a person who would be prohibited from employment by a public school district because of his or her conviction for any crime, unless an applicable exception applies. The School will not employ any applicant until the Department of Justice completes its check of the state criminal history file as provided by law. The School shall also request subsequent arrest notifications from the Department of Justice and take all necessary action based upon such further notification.

### **III. Hours of Work, Overtime and Attendance**

#### **A. Work Hours and Schedules**

The School's normal operating hours are from 7:45 a.m. to 5:30 p.m. (which includes before and after school care), Monday through Friday. The work schedule for full-time, non-exempt (classified) employees is ~~normally~~ 40 hours per week. **For exempt employees (certificated) this 40 hours is a combination of student contact time and prep time.**

**Manila full-time staff are expected to be on campus the following hours:**

- **Lower Elementary and Primary: 8:15am - 2:45pm**
- **Upper Elementary and Adolescent: 8:15am - 3:15pm**

**Arcata full-time staff are expected to be on campus the following hours:**

- **Adolescent and High School: 8:45am - 3:45pm**

**Staff members are granted flexibility in where they use their prep time, but are expected to be on campus for the entirety of the regular school day (see hours above). This includes direct instruction as well as participation in, or monitoring of, community meetings, project work time, meals and break times, and any activities that students are required to attend.**

**Clubs and sports are extracurricular activities that are not considered part of a staff member's contracted hours. Stipends are available for staff members interested in running extracurricular activities.**

**Extenuating circumstances may grant an employee *short term* schedule adjustments, but staff are otherwise expected to be on campus during school working hours.**

**Your supervisor will assign your work schedule. Part-time employees will work a select portion of the 40 hour work week as assigned by their site supervisor or director.**

**Some extracurricular events are required for staff throughout the school year and are site specific, with the exception of the annual school-wide fundraiser and parent information meetings for potential students. See Appendix A for a detailed list of events, and check with your specific site supervisor for a detailed list of required extracurricular events.**

#### **B. Overtime**

The School follows all federal and state laws regarding the payment of overtime wages by compensating all non-exempt employees for overtime hours worked. For purposes of overtime calculations for non-exempt employees, the School's workweek begins on Monday and ends the following Sunday. The workday begins at midnight and ends the following day at 11:59 p.m. You will be informed when you are required to work overtime hours. All overtime hours worked must be pre-authorized in writing by the School Director.

Only those hours that are actually worked are counted to determine an employee's overtime pay. Compensated holidays, for example, are not hours worked and are therefore not counted in overtime calculations.

### **C. Make Up Time**

~~You~~ **Non-exempt employees may submit a written request** ~~in writing that you be able to make up work time that is or would be lost as a result of a personal obligation. The hours of that make-up work may only be performed in the same workweek in which the work time was lost and must not exceed 11 hours of work in one day or 40 hours of work in one week.~~ **Authorization for requested make-up time is at the discretion of each Site Supervisor.** ~~Non-exempt employees shall provide a signed written request for each occasion that you make a request to make up work time and authorization is at the option of the School.~~

Make up time is not encouraged.

### **D. Work Breaks**

Non-exempt School employees are allowed one 30 minute unpaid meal break each work day where the employee works more than six (6) hours in one day. Non-exempt employees are not allowed to work more than five (5) hours in one period without taking a meal break, unless the employee does not work more than six (6) hours in one day.

Non-exempt employees must take two ten-minute paid break periods for each full workday, as close as practicable to the mid-point of any continuous four (4) hour work period. Non-exempt employees should contact **their Site Supervisor or** School Director to schedule their meal and break periods.

### **E. Pay Days**

For Non-exempt employees, payday is scheduled on the 10th day of each month. Each paycheck will include earnings for all reported work performed through the end of the previous calendar month. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive their pay on the next day of work after the day(s) off.

For exempt employees, payday is scheduled on the last working day of each month, ten months a year. The school has adopted a ten equal monthly payments schedule. Each paycheck reflects an amount equal to your salary, divided by 10 because the charter school pays in 10 equal monthly payments.

**Deferred net pay is an option for exempt employees. Deferred net pay defers a percentage of the net pay from each monthly paycheck for the 10 months of the school year so the employee will receive an amount similar to normal pay during the summer months. This money is a net amount, not gross (taxable) amount. If you wish to enroll in deferred net pay, submit your request through the district office.**

You should promptly notify the School Director if you have a question regarding the calculations of your paycheck; any corrections will be noted and will appear on the following payroll.



## **F. Payroll Withholdings**

The School is required by law to withhold Federal Income Tax, State Income Tax, and Social Security (FICA) from each employee's pay as follows:

Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.

State Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.

Social Security (FICA): **For non-exempt employees** 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. **Exempt employees do not have a social security withholding, and must opt out of social security.**

Every deduction from ~~your paycheck~~ **an employee's paycheck** is explained on the check voucher. If an employee does not understand the deductions, ask the School Director **or Payroll Manager at the district office** to explain them ~~to you~~.

~~You~~ **An employee** may change the number of withholding allowances they wish to claim for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the School Director **or Payroll Manager at the district office**. The School's business office maintains a supply of these forms.

All Federal, State and Social Security taxes will be automatically deducted from paychecks. The Federal Withholding Tax deduction is determined by the employee's W-4 form, which should be completed upon hire. It is the employee's responsibility to report any changes in filing status to the School Director **or Payroll Manager at the district office**. It is also the employee's responsibility to fill out a new W-4 form if their filing status changes.

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.

## **G. Attendance Policy**

Employees are expected to adhere to regular attendance and to be punctual. If you find it necessary to be absent or late, you are expected to arrange it in advance with the ~~School Director~~ **Site Supervisor**. If it is not possible to arrange your absence or tardiness in advance, you must notify the ~~school Director~~ **Site Supervisor** no later than one-half hour before the start of your workday **and contact the Administrative Assistant to arrange a substitute teacher**. ~~If you are a teacher, you are also responsible to arrange for a qualified substitute to be approved by the School Director.~~ If you are absent from work longer than one day, you are expected to keep the ~~School Director~~ **Site Supervisor** sufficiently informed of your situation. **Per California Education Code 44978 full-time exempt employees are entitled to 10 paid days of leave per school year. Part time employees are entitled to that proportion of 10 days' leave of absence for illness or injury as the number of days they are employed. Non-exempt employees will**

**receive one hour of sick leave for every 30 hours worked. To see the detailed sick leave policy please see section VI-B “Sick Leave Policy”.**

Excessive absenteeism and tardiness will not be tolerated and will lead to disciplinary action, up to and including termination. An absence or tardiness without notification to the School Director will lead to disciplinary action, up to and including termination. If you fail to come to work for three consecutive work days without authorization, the School will presume that you have voluntarily terminated your position with the School.

## **H. Time Records**

For non-exempt employees, time records must be accurately kept reflecting all regular hours and overtime hours worked and meal periods taken. Time records must be signed by employees, verifying and attesting to the truth of the information contained therein. All absences, tardies and overtime must be accurately reflected on the time record. **Timesheets are due the last work day of the month and should be submitted to the School Director.**

### **I. Mandatory Training and Meetings**

~~The School will pay non-exempt employees for attendance at mandatory trainings, lectures and meetings outside of regular working hours only in the following circumstances:~~

- ~~1. Your present working conditions or your continuation of employment is not adversely affected by nonattendance;~~
- ~~2. The course, meeting or lecture is not directly related to your job, meaning it is not designed to make you handle your job more effectively (as distinguished from training you for another job or to a new or additional skill); or~~
- ~~3. You do not perform any productive work during such attendance.~~

All mandatory trainings, lectures and meetings will be identified as such, **and non-exempt employees will be paid for their attendance.** The School will not pay non-exempt employees for attendance at voluntary trainings. If you are unsure about the characterization of an offered training, lecture or meeting, please contact the School Director before attending.

All non-exempt employees must accurately reflect attendance at all mandatory trainings, lectures and meetings outside of regular working hours on their time records.

**Exempt employees are required to attend mandatory trainings as part of their salaried position. Attendance at mandatory trainings may fall outside of normal working hours.**

**Mandatory trainings may include the following, and are determined by administrators:**

- **Montessori Teacher Certification**
- **PBL Training**
- **CPI Training**
- **CPR/First Aid Training**

- **Other trainings deemed mandatory by the school director and/or site supervisor**

**Staff are encouraged to pursue professional development to improve their teaching craft. Those who are interested in undertaking additional voluntary training may request that the school pay for attendance fees.**

## **IV. General Workplace Policies**

### **A. Prohibition of Harassment/Discrimination and Protection Against Retaliation**

#### **1. Policy**

The School is committed to providing a workplace and educational environment free of sexual harassment, as well as harassment and discrimination based on such factors as race, religion, creed, color, ethnicity, national origin, ancestry, age, medical condition, genetic information, gender identity and expression, gender related appearance and behavior, marital status, sex, sexual orientation, citizenship status, disability or any other category protected by law. The School will not condone or tolerate harassment or discrimination of any type by any employee, whether supervisory or co-employee, against an employee, third party vendor or student. The School also does not condone or tolerate harassment of its employees by any third parties or students. The School will promptly and thoroughly investigate any complaint of harassment or discrimination and take appropriate corrective action, if warranted.

The School will take all reasonable steps to prevent discrimination and unlawful harassment from occurring. Sexual or other unlawful harassment in employment violates the School's policy and is prohibited under Title VII of the Civil Rights Act and the California Fair Employment and Housing Act.

#### **2. Definition of Harassment**

Harassment includes verbal, physical or visual conduct that creates an intimidating, offensive or hostile working or educational environment or that unreasonably interferes with job performance. Verbal harassment includes, but is not limited to, epithets, derogatory comments or slurs based on a protected category. Physical harassment includes, but is not limited to, assault, impeding or blocking movement or any physical interference with normal work or movement, when directed at a legally protected individual. Visual harassment includes, but is not limited to, derogatory posters, cartoons or drawings on a basis protected by law.

#### **3. Definition of Sexual Harassment**

Federal law defines sexual harassment as unwelcome sexual conduct that is a term or condition of employment. The Equal Employment Opportunity Commission's Guidelines define two types of sexual harassment: "quid pro quo" and "hostile environment." "Unwelcome" sexual conduct constitutes sexual harassment when "submission to such conduct is made either explicitly or

implicitly a term or condition of an individual's employment," "Quid pro quo harassment" occurs when "submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual." A "hostile environment" claim for harassment occurs when discrimination based on sex has created a hostile or abusive work environment.

California law defines unlawful sexual harassment in largely the same ways. Sexual harassment occurs where a term of employment (i.e., compensation or in terms, conditions or privileges of employment), academic status or progress (i.e., a student's grades or promotion to the next grade) is explicitly or implicitly conditioned upon submission to unwelcome sexual advances, as more fully described below. Sexual harassment also occurs where the submission to, or rejection of, the conduct by the individual is used as the basis of academic or employment decisions affecting the individual. Additionally, sexual harassment occurs where harassment (unwanted sexual advances, visual, verbal or physical conduct of a sexual nature) is sufficiently severe, persistent, pervasive or objectively offensive so as to alter the conditions of employment and create an abusive or hostile educational or working environment or to limit the individual's ability to participate in or benefit from an education program or activity. Sexual harassment occurs where the conduct has the purpose or effect of having a negative impact on the individual's academic performance, work or progress or has the purpose or effect of creating an intimidating, hostile, or offensive educational or working environment. Finally, sexual harassment occurs where submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs or activities available at or through the School.

The educational environment includes, but is not limited to, the School's campus or grounds, the properties controlled or owned by the School and off-campus, if such activity is School sponsored or is conducted by organizations sponsored by or under the jurisdiction of the School.

The following are examples of offensive behavior:

- Unwanted sexual advances, flirtations, touching or requests for sexual favors;
- Verbal abuse of a sexual nature;
- Graphic or suggestive comments about dress or body and the sexual uses to which it could be put;
- Unwarranted graphic discussion of sexual acts.
- Sexually degrading words;
- Suggestive or obscene letters, notes or invitations;

- Verbal harassment including, but not limited to, unwelcome epithets, jokes, derogatory comments, or slurs of a sexual nature, or sexually degrading words used to describe a person;
- Physical harassment including, but not limited to, assault, impeding or blocking movement or any physical interference with normal work or school activities or movement, when done because of your sex;
- Visual harassment including, but not limited to, leering, making sexual or obscene gestures, displaying sexually explicit or derogatory posters, cartoons or drawings, or computer-generated images of a sexual nature;
- Making or threatening retaliatory action after receiving a negative response to sexual advances.

#### 4. **What to do if Sexual and Other Unlawful Harassment Occurs**

##### a) **Internal Procedures:**

School Level Investigation: The School Director has the responsibility to maintain a work place and educational environment free from any form of sexual or other unlawful harassment. Consequently, should the School Director become aware of any conduct that may constitute sexual harassment, discrimination or other prohibited behavior, immediate action will be taken to address and remediate such conduct.

Any employee who has experienced or is aware of a situation that is believed to be sexually or otherwise unlawfully harassing has a responsibility to report the situation immediately to the School Director, 1611 Peninsula Drive, Arcata, CA 95521; (707) 832-4194. If the employee is not comfortable contacting the School Director or if that individual is not available, the employee should contact the Chair of the RCM Board of Directors, 1611 Peninsula Drive, Arcata, CA 95521; (707) 832-4194. A Harassment Complaint Form may be obtained from the School Director. The School Director will conduct a prompt investigation and take appropriate corrective action where warranted. Complaints will be handled as discreetly as possible, consistent with the need to investigate effectively and promptly resolve the matter. 5 C.C.R. § 4964.

If an employee has a complaint regarding an alleged violation of federal or state law or regulations governing educational programs (including but not limited to Consolidated Categorical Aid Programs, Migrant Education, Special Education Programs), including allegations of unlawful discrimination not involving employment, the employee should utilize the Uniform Complaint Procedure adopted by the School. 5 CCR § 4610.

Any employee found to have participated in improper harassment or discrimination will be subject to disciplinary action, up to and including possible dismissal.

b) **External Procedures:** Filing a Complaint with the Department.

Employees or job applicants who believe that they have experienced unlawful employment discrimination may file a complaint directly with the Department. The Department serves as a neutral fact-finder and attempts to help the parties voluntarily resolve disputes. If the Department finds sufficient evidence to establish discrimination occurred and settlement efforts fail, the Department may file a formal accusation.

Employees can also pursue the matter through a private lawsuit in civil court after a complaint has been filed with the Department and a Right to Sue Notice has been issued. For more information, contact the Department toll free at (800) 884-1684, in the Sacramento area and out of state at (916) 227-0551 or visit its website at [www.dfeh.ca.gov](http://www.dfeh.ca.gov). To contact the nearest field office of the Equal Employment Opportunity Commission (“EEOC”), call 1-800-669-4000. You should be aware that state and federal law provide time limits within which complaints must be filed. Contact the relevant agency to determine the applicable time limit.

5. **Retaliation Policy**

It is in violation of the School’s policy for the School or any employee to demote, suspend, reduce, fail to hire or consider for hire, fail to give equal consideration in making employment decisions, fail to treat impartially in the context of any recommendations for subsequent employment that the School may make, adversely affect working conditions or otherwise deny any employment benefit to or take actions that are materially adverse against an individual because that individual has opposed practices prohibited by law or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing conducted by the Department or their staff. Any employee retaliating against another employee, applicant or student will be disciplined, up to and including termination.

Examples of protected activities under the School’s retaliation policy include seeking advice from the Department; filing a complaint with the Department, irrespective of whether the complaint is actually sustained; opposing employment practices the employee reasonably believes to exist and believes to be a violation of the law; participating in an activity that is perceived by the School as opposition to discrimination, whether or not so intended by the employee expressing the opposition; participating in the proceeding of a local human rights or civil rights agency on a legal basis.

Nothing in this policy shall be construed to prevent the School from enforcing reasonable disciplinary policies and practices, nor from demonstrating that the actions of an applicant or employee were either disruptive or otherwise detrimental to legitimate business interests so as to justify the denial of an employment benefit.

**B. Workplace Violence**

The School takes the safety and security of its employees seriously. The School does not tolerate acts or threats of physical violence, including but not limited to intimidation, harassment and/or coercion, that involve or affect the School or that occur, or are likely to occur, on School property. You should report any act or threat of violence immediately to the School Director.

### **C. Open Door Policy**

The School wishes to provide the most positive and productive work environment possible. To that end, it has an open door policy where it welcomes your questions, suggestions or complaints relating to your job, conditions of employment, the School or the treatment you are receiving. Other than in situations involving harassment (as outlined and described above), please contact the School Director with your questions or concerns. If the situation is not resolved to your satisfaction, please contact the Chair of the RCM Board of Directors, preferably in writing, who will further investigate the issue.

### **D. Drug Free Workplace**

It is the School's policy to maintain a drug and alcohol-free workplace. No employee may use, possess, offer for sale or be under the influence of any illegal drugs, alcohol, **or other controlled substances** during working hours, including lunch and break periods, in the presence of pupils or on School property at any time.

Engaging in any of the activities above shall be considered a violation of School policy and the violator will be subject to discipline, up to and including termination. The School complies with all federal and state laws and regulations regarding drug use while on the job.

### **E. Smoking**

All School buildings and facilities are non-smoking facilities.

### **F. Health, Safety and Security Policies**

The School is committed to providing and maintaining a healthy and safe work environment for all employees. Accordingly, the School has instituted an Injury and Illness Prevention Program designed to protect the health and safety of all personnel. The School maintains an Injury and Illness Prevention Program, which is kept by the School Director and is available for your review.

You are required to know and comply with the School's general safety rules and to follow safe and healthy work practices at all times. You are required to immediately report to your supervisor any potential health or safety hazards and all injuries or accidents.

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

The School has also developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances, exits and service areas. Report any suspicious persons or activities to security personnel or to your supervisor. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable or personal articles around your workstation that may be accessible. You should immediately notify your supervisor when keys are missing or if security access codes, identification materials, or passes have been breached. The security of the

facilities, as well as the welfare of our employees, depends upon the alertness and sensitivity of every individual.

### **G. Company Property Inspections**

The School is committed to providing a work environment that is safe and free of illegal drugs, alcohol, firearms, explosives and other controlled substances or improper materials. Additionally, the School provides property and facilities to its employees to carry out business on behalf of the School. Accordingly, employees do not have a reasonable expectation of privacy when using any School property or facilities. In accordance with these policies, all School facilities and property, including all items contained therein, may be inspected by the School at any time, with or without prior notice to the employee. School property includes all desks, storage areas, work stations, lockers, file cabinets, computers, telephone systems, email systems and other school provided storage devices.

The School also reserves the right to inspect any vehicle, its trunk, glove compartment or any container therein that is parked on the School property or premises. The School reserves the right to deny entry to any person who refuses to cooperate with any inspections by the School. Any employee who fails to cooperate with inspections may be subject to disciplinary action, up to and including dismissal.

### **H. Soliciting/Conducting Personal Business While on Duty**

Employees are not permitted to conduct personal business or solicit personal business for any cause or organization while on-duty, or when the employee being solicited is supposed to be working. This prohibition includes distributing literature and other material. Distribution of materials is also against the School's policy if it interferes with access to facility premises, if it results in litter or is conducted in areas where other employees are working. Solicitation during non-work time, e.g., paid breaks, lunch periods or other such non-work periods, is permissible. Entry on the School premises by non-employees is not permitted, unless related to official School business. Solicitation or distribution of written materials by non-employees is strictly prohibited.

### **I. Use of School Communication Equipment and Technology**

All School owned communications equipment and technology, including computers, electronic mail systems, voicemail systems, internet access, software, telephone systems, document transmission systems and handheld data processing systems remain the property of the School and are provided to the employee to carry out business on behalf of the School, unless previously authorized for non-business use. Employees have no expectation of privacy in any communications made using School owned equipment and technology. Communications (including any attached message or data) made using School owned communications equipment and technology are subject to review, inspection and monitoring by the School.

Additionally, the School uses technology protection measures that protect against Internet access (by both minors and adults) to visual depictions that are obscene, child pornography and/or with respect to use by minors, internet access harmful to minors. These measures may include, but are not limited to, installing a blocking system to block specific internet sites, setting Internet



browsers to block access to adult sites, using a filtering system that will filter all Internet traffic and report potential instances of misuse and using a spam filter.

Passwords used in connection with the School's communications equipment and technology are intended to restrict unauthorized use only, not to restrict access of authorized School employees. Therefore, employees are required to provide to the School Director all passwords used in connection with the School's communications equipment and technology any time the employee's passwords are created or change. In addition, employees are required to safeguard their passwords to limit unauthorized use of computers by minors in accordance with the Student Internet Use Policy and Agreement. Employees that do not safeguard their passwords from unauthorized student use, or that allow a student to access computers in violation of the Student Internet Use Policy and Agreement, will be subject to discipline, up to and including termination.

Internet use, unless previously authorized, is for business purposes only. All employees using the internet through the School's communications equipment and technology must respect all copyright laws. Employees are not permitted to copy, retrieve, modify or forward copyrighted materials unless authorized by law or with express written permission of the owner of the copyright. Employees are not permitted to use the School's communications equipment and technology to view visual images that are obscene, child pornography and/or images harmful to minors.

The e-mail system and internet access is not to be used in any way that may be disruptive, harassing or offensive to others, illegal 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, gender, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted. The e-mail system and internet access is not to be used in any manner that is against the policies of the School, contrary to the best interest of the School or for personal gain or profit of the employee against the interests of the School. Employees must not use the School's communications equipment and technology for the unauthorized disclosure, use and dissemination of personal information regarding students.

Employees should not attempt to gain access to another employee's email files or voicemail messages without the latter's express permission. Each employee is responsible for the content of the messages sent out using his/her School issued equipment. It is strictly prohibited to use another employee's computer to send messages to create the appearance that they are from that employee, unless that employee expressly authorizes such use.

#### **J. Employee Blogs and Social Media**

If an employee decides to keep a personal blog, or use other social media, that discusses any aspect of his/her **their** workplace activities, the following restrictions apply:

- School equipment, including its computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be adhered to;

- Employees must make clear that the views expressed in their blogs/social media posts are their own and not those of the School;
- Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf, unless authorized in writing by the School Director;
- Employees are not authorized to publish any confidential information maintained by the School;
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the School, the employee's supervisors, co-workers and competitors;
- Employees must comply with all School policies, including, but not limited to, rules against sexual harassment and retaliation

The School reserves the right to take disciplinary action against any employee whose blog/social media posts violate this or other School policies.

#### **K. Participation in Recreational or Social Activities**

Employees may **be invited to** participate in social activities sponsored by or supported by the School. Participation in such activities is strictly voluntary. As such, employees have no obligation to participate in recreational or social activities and no employee has work-related duties requiring such participation. An employee's participation in social and recreational activities is at the employee's own risk and the School disclaims any and all liability arising out of the employee's participation in these activities.

#### **L. Personnel Files and Record Keeping Protocols**

At the time of your employment, a personnel file is established for you. Please keep the School Director advised of changes that should be reflected in your personnel file. Such changes include: change in name, address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact you should the change affect your other records.

You have the right to inspect certain documents in your personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. A request for inspection or copying of information contained in the personnel file must be directed to the School Director.

The School will restrict disclosure of your personnel file to authorized individuals within the School. Only the School Director is authorized to release information about current or former employees. The School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

## V. Standards of Conduct

### A. Personal Appearance

**Employees serve as role models for the students with whom they work and as leaders in the community. Consistent with these roles, all faculty and employees shall dress in a manner and have an appearance that is appropriate and professional in light of the environment in which they work, the duties of their jobs and the impressionable students they serve. We understand that working with children can be messy work, so there is a balance to be struck.**

~~Employees are expected to wear clothes that are neat, clean and professional while on duty. Employees are expected to appear well groomed and appear within professionally accepted standards suitable for the employee's position. Your School Director will inform you of any specific dress requirements for your position. Employees may not display tattoos on their bodies. If an employee has a tattoo that is visible, it is the employee's responsibility to ensure that it is not visible during working hours.~~

**Employees are to wear clothing that is neat and clean. Employees are not to wear clothing that is revealing, torn, tattered, dirty, or with visual, written, or implied messages that are likely to disrupt the school environment. Employees are not to wear attire prohibited in the student dress code, and must wear shoes. Tattoos that are sexual, violent, or denigrating in nature must be covered.**

**Any questions or complaints regarding the appropriateness of attire should be directed to the director or site supervisor.**

### B. Student Safety

In accordance with the School's policies providing student safety, including those covering anti-harassment, anti-discrimination, anti-intimidation, ~~and~~ anti-bullying, and **school-wide emergency situations**, each employee is expected to assist in maintaining a ~~student~~ safe environment. Thus, each employee is required to take immediate steps to intervene when it is safe to do so if the employee witnesses an act of discrimination, harassment, intimidation or bullying of a student. The employee is also required to report such actions to the ~~principal~~ **school director or site supervisor** as soon as practicable.

**Please see the [school safety policy](#) for more detailed information.**

### C. Prohibited Conduct

The School expects that all employees will conduct themselves in a professional and courteous manner while on duty. Employees engaging in misconduct will be subject to disciplinary action up to and including termination of employment. The following is a list of conduct that is prohibited by the School. This list is not exhaustive and is intended only to provide you with examples of the type of conduct that will not be tolerated by the School. The specification of

this list of conduct in no way alters the at-will employment relationship the employee has with the School.

- Unexcused absence and/or lack of punctuality
- Release of confidential information without authorization
- Possession of or reporting to work while under the influence of alcohol, illegal drugs or controlled substances
- Theft or embezzlement
- Willful destruction of property
- Conviction of a felony or conviction of a misdemeanor making the employee unfit for the position
- Falsification, fraud or omission of pertinent information when applying for a position
- Any willful act that endangers the safety, health or wellbeing of another individual
- Horseplay
- Any act of sufficient magnitude to cause disruption of work or gross discredit to the school
- Misuse of School property or funds
- Possession of firearms, or any other dangerous weapon, while acting in the course and scope of employment.
- Acts of discrimination or illegal harassment based on gender, ethnicity or any other basis protected by state or federal law
- Failure to comply with the School's safety procedures
- Insubordination
- Failure to follow any known policy or procedure of the School or gross negligence that results in a loss to the School
- Violations of federal, state or local laws affecting the organization or your employment with the organization
- Unacceptable job performance
- Dishonesty
- Failure to keep a required license, certification or permit current and in good standing

- Recording the work time of any other employee, or allowing any other employee to record time on your time record or falsifying any time record
- Unreported absence **on a three** ~~consecutively~~ scheduled workdays
- Unauthorized use of School equipment, materials, time or property
- Working unauthorized overtime or refusing to work assigned overtime
- Abuse of sick leave
- Sleeping or malingering on the job

#### **D. Confidential Information**

All information relating to students, including schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files.

#### **E. Conflict of Interest**

All employees must avoid situations involving actual or potential conflict of interest. An employee involved in any relationships or situations that **they** believe may constitute a conflict of interest, should immediately and fully disclose the relevant circumstances to ~~his or her~~ **their** immediate supervisor, or any other appropriate supervisor, 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 related to a potential or actual conflict of interest shall constitute grounds for disciplinary action.

#### **F. Child Neglect and Abuse Reporting**

Any employee who knows or reasonably suspects a child has been the victim of child abuse shall report the instance to a police or sheriff's department, or to a county probation department if authorized to receive mandated reports or the county welfare office. Child abuse is broadly defined as "a physical injury that is inflicted by other than accidental means on a child by another person." School employees are required to report instances of child abuse when the employee has a "reasonable suspicion" that child abuse or neglect has occurred. Reasonable suspicion arises when the facts surrounding the incident or suspicion could cause a reasonable person in a like position to suspect child abuse or neglect.

Child abuse should be reported immediately by phone to a police or sheriff's department, or to a county probation department if authorized to receive mandated reports or the county welfare office. The phone call is to be followed by a written report prepared by the employee within

thirty-six (36) hours, which may be sent by fax or electronically. There is no duty for the reporter to contact the child's parents.

Reporting the information regarding a case of possible child abuse or neglect to your supervisor, the School principal, a School counselor, coworker or other person shall not be a substitute for making a mandated report to a police or sheriff's department, or to a county probation department if authorized to receive mandated reports or the county welfare office.

### **G. Outside Employment**

Employees should not accept any employment or consulting relationship with another person or entity while employed by the School that would interfere with their ability to satisfactorily perform their job duties. The School will hold all employees to the same standards of performance and scheduling demands and will not make any exceptions for employees who also hold outside jobs.

### **H. Expense Reimbursements**

The School will reimburse employees for certain reasonably necessary expenses incurred in the furtherance of School business. In order to be eligible for reimbursement, employees must follow the protocol set forth in the School's policy regarding expenditures, a copy of which may be obtained from the School Director. In general, all expenses must have been previously approved in writing by the School Director. All reimbursement forms must be complete and submitted to the School Director.

## **VI. Employee Benefits**

### **A. Vacation**

**Exempt employees are not eligible for vacation accrual. Vacation Breaks are included in the academic calendar each year.** The School provides vacation benefits to eligible employees to enable them to take paid time off for rest and recreation. The School believes that this time is valuable for employees in order to enhance their productivity and to make their work experience with the School personally satisfying.

All full-time **non-exempt** employees accrue vacation from the date of hire at the following accrual rates:

<b><u>Years of Continuous Service</u></b>	<b><u>Vacation Accrual</u></b>
Date of hire through fifth year	10/12 of one day for each full month worked up to a maximum of ten days per year (no vacation may be taken during the first six months of employment)

Sixth year through tenth year	15/12 of one day for each full month worked up to a maximum of fifteen days per year
Eleventh year and thereafter	20/12 of one day for each full month worked up to a maximum of twenty days per year

Vacation accruals may not exceed one and a half an employee’s current annual entitlement. Once this maximum is reached, all further accruals will cease. Vacation accruals will recommence after the employee has taken vacation and ~~his or her~~ **the** accrued hours have dropped below the maximum.

No employee will receive pay in lieu of vacation, except as required by law. Employees may not borrow against unearned vacation time.

No vacation accrues during any unpaid leave of absence or while on disability salary continuation. Vacation accruals recommence with the employee returns to work.

On termination of employment, the employee is paid all accrued, unused vacation at the employee’s base rate of pay at the time of ~~his or her~~ **their** termination.

All vacations must be approved in advance by the School Director.

**B. Sick Paid Leave (Sick and Personal)**

~~Sick leave is a benefit provided by the School that employees accumulate in order to provide a cushion for incapacitation due to illness or injury. It is intended to be used only when actually required to recover from illness or injury; sick leave is not for “personal” absences. Time off for medical and dental appointments will be treated as sick leave. However, an employee may use up to one-half of the employee’s annual accrual to attend to the illness of his or her child, parent, spouse or domestic partner.~~

**Per California Education Code 44978 full-time exempt employees are entitled to 10 paid days of leave per school year. Non-exempt employees accrue 1 hour of paid sick leave for 30 hours worked.** Regular full-time employees accrue paid sick leave at the rate of 3 hours per pay period through the end of the school year. Accrued sick leave does not carry over from school year to school year. The School does not pay employees in lieu of unused sick leave, nor is sick leave paid out upon termination of employment.

**If an illness requires a mandatory quarantine for a specific number of days, exempt employees will not be docked paid leave days.**

If you are absent longer than 5 days due to illness, medical evidence of your illness and/or medical certification of your fitness to return to work satisfactory to the School will be required before the School honors any sick pay requests. The School reserves the right to visit you while you are receiving sick pay. If there is evidence of misuse of sick leave, sick pay will not be provided. Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave, if eligible under applicable medical leave law, depending upon the facts and

circumstances of the employee's basis for leave beyond the accrued sick leave. **Once an exempt employee has exhausted all sick days accrued, the cost of sub pay (up to 50% of their salary) will be used to pay for the sub. This is referred to as differential pay.**

### **C. Insurance Benefits**

#### **1. Health Insurance**

~~Full-time employees are entitled to health insurance benefits in accordance with the School's health insurance plan as set forth in the Summary Plan Description ("SPD"). The School will cover 100 percent of the premium for employees and 100 percent of the premium to enroll dependents in the same program.~~

**In addition to their salary, each certificated employee working half-time or more and all full time classified employees will receive the following health and welfare benefits proportional to the percent of a full-time assignment worked:**

- A. Blue Shield Medical Coverage**
- B. Guardian Dental coverage**
- C. Vision Service Plan**

**The Health & Welfare Benefit Compensation Package is capped annually as follows: the health and welfare benefits cap will be \$21,528 for the 2024/2025 school year and subsequent school years unless otherwise adjusted by the RCM board of directors.**

If medical insurance premium rates ~~increase~~ are greater than the cap, employees will be required to contribute **to cover the gap and** ~~to the cost of increased premiums~~ to retain coverage. Unless otherwise mandated by law, employees on a leave of absence of more than 30 days are responsible for selecting continuing health coverage and paying the premium for such coverage. Failure to timely request and pay for such coverage will result in the loss of coverage.

#### **2. Disability Insurance**

Employees may be eligible for SDI when they are ill or have non-work related injuries, or may be eligible for work related injuries if they are receiving workers' compensation at a weekly rate less than the SDI rate. Specific rules and regulations relating to SDI eligibility are available from the School Director.

#### **3. Family Leave Insurance**

Employees covered by the California Disability Insurance program are also covered by the California Paid Family Leave Insurance program. Eligible employees are entitled to receive up to six weeks of wage replacement benefits when they suffer a wage loss for taking time off to care for a seriously ill child, spouse, parent or domestic partner or to bond with a new child within one year of birth or placement of the child in connection with foster care or adoption. Specific rules and regulations relating to Family Leave Insurance are available from the School Director.



#### 4. Workers' Compensation Insurance

Eligible employees are entitled to Workers' Compensation Insurance benefits when suffering from an occupational illness or injury. This benefit is provided at no cost to the employee. See below for a further description of making a claim for Workers' Compensation Insurance benefits.

##### D. Leaves of Absence

**Redwood Coast Montessori is supportive of staff members requiring leaves of absence due to a variety of reasons. Such leaves should be cleared with the Director, with as much advance notice as possible. Leave will be granted in accordance with state and federal law.**

Under certain circumstances, the School may grant leaves of absence to employees. Employees must submit requests for leaves of absence in writing to the RCM Board of Directors as far in advance as is practicable. While on leave, employees should occasionally keep in contact with the School Director and must notify the School Director if the date to return to work changes. If an employee is unable or unwilling to return to work at the expiration of ~~his/her~~ **the employee's** leave of absence, ~~his/her~~ **the person's** employment may be terminated. If an employee's leave expires and they fail to return to work without contacting the School Director, it will be presumed that the employee abandoned ~~his/her~~ **their** position with the School and employment **may be terminated.**

This Handbook summarizes leave that may be available to employees. Most leave policies have differing requirements for eligibility, duration, benefits, etc. Therefore, employees should contact the School Director to request specific information relating to a particular leave policy.

While out on a leave of absence, employees may not accept employment with another company or person unless agreed to in advance in writing by the School's Board of Directors. Acceptance of employment in violation of this policy will be considered an abandonment of the employee's position with the School, and employment may be terminated. Employees shall not apply for unemployment compensation insurance while out on leave.

##### 1. Pregnancy Disability Leave

The School complies with the requirements of the California Pregnancy Disability Act, in addition to other family and medical leaves required by law. **When an employee is pregnant or has given birth**, the School will ~~give each female~~ **provide the** employee an unpaid leave of absence of up to four months, as needed, for the period(s) of time ~~a woman is actually~~ **the employee is** disabled by **or recovering from** pregnancy, childbirth or related medical conditions.

###### a. Eligibility

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

###### b. Reasons to Take Leave

The employee is entitled to take up to four months of pregnancy disability leave if the employee is ~~actually~~ disabled by ~~her~~ pregnancy, childbirth or a related medical condition. This includes time off needed for prenatal or postnatal care, severe morning sickness, doctor-ordered bed rest, gestational diabetes, pregnancy induced hypertension, preeclampsia, **postpartum** depression, childbirth, loss or end of pregnancy, recovery from childbirth, loss or end of pregnancy and any related medical condition. Generally, the employee is unable to work at all or is unable to perform any one or more of the essential functions of ~~her~~ **their** job without undue risk to ~~herself~~ themselves, the successful completion of **the** ~~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).

### **c. Length 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 forty hours per week, “four months” means 693 hours of leave entitlement, based on 40 hours per week times 17<sup>1/3</sup> weeks.

For employees who work more or less than 40 hours per week, or who work on variable work schedules, the number of working days that constitutes “four months” is calculated on a pro rata or proportional basis. For example, for an employee who works 20 hours per week, “four months” means 346.5 hours of leave entitlement. For an employee who normally works 48 hours per week, “four months” means 832 hours of leave entitlement.

Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee’s healthcare provider. If an employee requires 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 **they are** ~~he or she is~~ qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee’s regular position.

### **d. Pay During Pregnancy Disability**

An employee on pregnancy disability leave must use all accrued paid sick leave and may elect to use any or all accrued vacation during the otherwise unpaid leave period. The receipt of vacation pay, sick leave pay or state disability insurance benefits will not extend the length of pregnancy disability leave.

### **e. Employee Benefits**

When a request for pregnancy disability leave is granted, the School will give the employee written confirmation of ~~his/her~~ **their** eligibility to continue the various employee benefit plans and, if appropriate, will confirm the arrangements made for the payment of insurance premiums during the leave period.

An employee on pregnancy disability leave remains an employee of the School. When an employee returns from pregnancy disability leave, ~~she~~ **they** will resume her benefits in the same

manner and the same level as provided with the leave began, without any new qualification period, physical exam, etc.

While an employee is out on pregnancy disability leave, the School will continue to pay the premiums for eligible employees under the School's group health plan for the duration of the pregnancy disability leave taken. Once the pregnancy disability leave has expired, the employee may, depending upon other leave requirements, be expected to pay for her premiums beyond her pregnancy disability leave. Please check with ~~human resources~~ **the School Director** to discuss these issues if you anticipate taking leave beyond the four month pregnancy disability leave.

Additionally, if an employee does not return to work after the expiration of the pregnancy disability leave, and the reasons for failure to return to work do not include one of the following: 1) the employee is on CFRA leave; or 2) the continuation, recurrence or onset of a health condition that allowed the employee to take pregnancy disability leave in the first instance or other circumstances beyond the control of the employee, the School reserves the right to recover from the employee the premium the School paid for the employee's group health plan coverage while out on leave.

#### **f. Medical Certifications**

An employee requesting a pregnancy disability leave, transfer or reasonable accommodation must provide medical certification from her healthcare provider on a form supplied by the School, which may be obtained from the School Director. Failure to provide the required certification in a timely manner (within 15 days of the leave request) may result in a denial of the leave request until such certification is provided.

Re-certifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required re-certification can result in delay the employee's continuation of the reasonable accommodation, transfer or pregnancy disability leave.

#### **g. Requesting and Scheduling Pregnancy Disability Leave**

An employee should request pregnancy disability leave by completing a Request for Leave form (available from the School Director) and submitting it to the School Director. An employee asking for a Request for Leave form will be provided a current copy of the School's pregnancy disability leave policy.

Employees should provide not less than thirty (30) days or if such notice is not possible, as soon as is practicable if the need for the leave is foreseeable. Failure to provide such notice is grounds to delay granting the reasonable accommodation, transfer or leave, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.

Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operation.

In most cases, the School will respond to a pregnancy disability leave request within two days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within five days of receiving the request. If a pregnancy disability leave request is granted, the School

will notify the employee in writing within 5 days 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.

#### **h. Return to Work**

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) because of legitimate business reasons unrelated to the pregnancy disability leave.

If the employee is not reinstated to the same position, ~~she~~ **they** must be reinstated to a comparable position unless there is no comparable position for which the employee is qualified is available.

When a request for pregnancy disability leave is granted to an employee, the School will provide the employee with a guarantee to reinstate the employee to the same position or to a comparable position, unless justified by law. The guarantee will be provided in writing if requested by the employee.

Before an employee will be permitted to return from a pregnancy disability leave of 10 days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work. 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.

#### **2. Medical Leave of Absence**

At the discretion of the School Director an unpaid medical leave of absence may be granted up to 5 days to employees who are not eligible for other leaves. Ask the School Director for information on medical leaves of absence, and any implications unpaid medical leave may have on your eligibility for employee benefits, including medical benefit plan coverage.

#### **3. Personal Leave of Absence**

The School recognizes that special situations may arise where an employee must leave ~~his or her~~ **their** job temporarily. In the School's sole discretion, the School Director may grant employees unpaid leave of absences. Taking an unpaid personal leave of absence may affect your eligibility for employee benefits, including medical benefit plan coverage. Ask the School Director for information on personal leaves of absence.

#### **4. Funeral/Bereavement Leave**

Employees who have worked with the School for more than 3 months will be allowed up to 5 ~~consecutive~~ working days off to arrange and attend the funeral of an immediate family member. For purposes of this policy, an employee's immediate family member includes a current spouse, parent, legal guardian, sibling, child, current parent-, sister-, or brother-in-law, grandparent, grand child, or domestic partner.

If any employee requires more than 5 days off for bereavement leave, the employee may request additional unpaid leave or may request the opportunity to use any accrued vacation time, which may be granted ~~in~~ **at** the discretion of the School. **This leave shall not be deducted from sick leave.**

#### 5. Military Leave of Absence

The School provides military leaves of absence to employees who serve in the uniformed services as required by the Uniformed Services Employment and Reemployment Rights Act of 1994 and applicable state laws. Leave is available for active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty and for examinations to determine fitness for any such duty. Total military leave time taken may not exceed five years during employment, except in special circumstances.

Advance notice of leave is required. Please inform the School Director **and your site supervisor** of anticipated military leave time as far in advance as possible. Accrued vacation will be paid during military leave at your request and health plan coverage continuance can be arranged for up to 24 months during military leave if required premium payments are made by you. As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in termination of employment.

Upon a return from military leave up to five years, an employee is entitled to reemployment within two weeks after the employee submits ~~his/her~~ **their** application for reemployment .

Eligible employees may be entitled to other leave rights related to military leave. Please contact the School Director to understand all leave rights that may be available to you.

#### 6. Time Off to Attend Child's School Disciplinary Conference

Any employee who is a parent or legal guardian of a child that has received written notice from the child's school requesting ~~his or her~~ **the employed guardian's** attendance at a disciplinary conference is entitled to take unpaid leave to attend the conference. Please contact the School Director to determine eligibility and scheduling before taking any leave to attend a disciplinary conference.

#### 7. Time Off to Serve as Election Official

Any employee who serves as an election official is eligible for unpaid leave on election day for purposes of service. Please notify the School Director of your commitment to act as election official as far in advance as possible.

#### 8. Time Off for Jury and Witness Duty

The School will provide employees unpaid leave to serve as required by law, on a jury or grand jury if the employee provides reasonable advance notice. The School will also provide employees unpaid leave to appear in court or other judicial proceedings as a witness, as

permitted by law, to comply with a valid subpoena or other court order. Please notify the School Director of your commitment to serve on a jury or as a witness as far in advance as possible. **If applicable, an employee may use accrued vacation leave or sick leave for these purposes.**

**9. Time Off for Victims of Crime or Domestic Violence**

Employees who are victims of domestic violence or sexual assault will be given time off as necessary in accordance with the law. Employees may be required to provide reasonable advance notice of the need for time off if feasible and documentation establishing the right to such time off may be requested. The School will take all reasonable steps to maintain the confidentiality of any employee requesting ~~crime victim/~~domestic violence leave. Please notify the School Director of your need to seek relief as far in advance as possible. If applicable, an employee may use accrued vacation leave **or sick leave** for these purposes.

**10. Time Off for Victims of Crime**

An Employee who is a victim of certain crimes (violent felonies, felony thefts and serious felonies as defined by law) or is an immediate family member of a victim, is a registered domestic partner of a victim or the child of a registered domestic partner of a victim will be given time off as necessary in accordance with the law. Employees may be required to provide reasonable advance notice of the need for time off if feasible and documentation establishing the right to such time off may be requested. The School will take all reasonable steps to maintain the confidentiality of any employee requesting crime victim leave. Please notify the School Director of your need for time off as far in advance as possible. As applicable, an employee may use accrued vacation leave or sick leave for crime victim leave purposes.

**11. Time Off for Volunteer Firefighters**

Employees who perform emergency duties as volunteer firefighters, reserve peace officers or emergency rescue personnel will be given time off as necessary in accordance with the law. Employees are requested to alert the School Director of their status as volunteer firefighters, reserve peace officers or emergency rescue personnel so that the School will have advanced notice of the employee's potential need to leave the School in the event of an emergency. Any time an employee must perform emergency duties, he/she must notify the School Director before leaving the School's premises.

**12. Time Off for Voting**

Employees who do not have sufficient time outside of their regular working hours to vote in a statewide election may request time off to vote. If possible, employees should make their request at least two days in advance of the election. Up to two hours of paid time off will be provided, at the beginning or the end of the employee's regular shift, whichever will allow the most free time for voting and the least time off work. Please contact the School Director to request and schedule time off to vote.

### 13. Workers' Compensation Leave

Employees that are temporarily totally disabled due to a work-related illness or injury will be placed on workers' compensation leave. The duration of your leave will depend upon the rate of your recovery and the business needs of the School. Workers' compensation leave will run concurrently with any other applicable medical leave of absence.

#### F. Commuter Incentive (Dollar-a-Day Program)

Redwood Coast Montessori is committed to reducing our carbon footprint. RCM has a Trip Reduction Program that provides incentives to employees to encourage carpools, use of public transportation, biking, and walking as alternatives to riding alone to work. RCM's contribution to the cause for cleaner air is contained within the provisions of the Commuter Incentive Program.

Each day an employee (including student employees) uses an alternate means of transportation by walking, biking, carpooling, or taking public-transportation to work Monday through Friday, they will be paid one dollar per day.

Carpooling is defined as two or more individuals traveling together for the majority (51 percent) of the total trip distance. You may share a ride with another RCM employee, be dropped off by someone, or drop someone off at their work site on the way to school.

Any employee who is a participant in the Commuter Incentive Program via biking or carpooling and who, for some reason, gets "stranded" at work with no available way home, will be eligible for a "guaranteed free ride home." This is arranged through the school director.

Employees are given an opportunity each month to complete a simple online commuter incentive claim form to indicate the days they used an alternate means of transportation. Payment for the Commuter Incentive Program is added to the employee's regular paycheck, once a month (stipend payments will be made for student employees). Whether you participate occasionally or regularly, every little bit counts.

#### **How do I submit a Commuter Incentive claim form?**

Complete the "Dollar-a-Day" claim form, which can be found at:

[https://docs.google.com/forms/d/1B3BV\\_j5NOpwWiifdo99f6fUas7vjN6eM91mPCcCwq\\_k/edit](https://docs.google.com/forms/d/1B3BV_j5NOpwWiifdo99f6fUas7vjN6eM91mPCcCwq_k/edit)

Submit your claim form each month that you participate in the Commuter Incentive Program.

## VII. Employment Evaluation and Separation

### A. Employee Reviews and Evaluations

Each employee will receive periodic performance reviews conducted by the **site supervisor** ~~School Director~~. Performance evaluations will be conducted annually, ~~or on or about the anniversary date of your employment with the School~~. The frequency of performance



evaluations may vary depending upon length of service, job position, past performance, changes in job duties or recurring performance problems. **Newly hired employees will have their performance reviewed annually for the first three years of employment. After those first three years, performance evaluations will occur on a three-year cycle, unless the RCM school board requests the director or site supervisor to conduct more frequent evaluations.**

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions or retention of your job. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with the **site supervisor**, and that you are aware of its contents. The evaluation system in no way alters the at-will employment relationship.

Newly hired employees will have their performance goals reviewed by the **site supervisor** ~~School Director~~ within the first 90 days of employment.

#### **B. Discipline and Involuntary Termination**

Violation of the School's policies and rules may warrant disciplinary action, which may take multiple forms, including verbal warnings, written warnings, suspensions or termination. The School's disciplinary system is informal and the School may, in its sole discretion, utilize any form of discipline it deems appropriate under the circumstances, up to and including termination of employment upon the first offense.

#### **C. Voluntary Termination**

Either the employee or the School may terminate the employment relationship at any time, with or without prior notice and with or without cause. If the employee decides to terminate the employment relationship, any and all stipulations outlined in the employment contract will be enacted. While it is not required, the School requests that employees electing to resign to give as much advance notice as possible (preferably two weeks) to allow the School to plan for your departure.

#### **D. Exit Interview Procedure**

~~The School~~ **Redwood Coast Montessori** appreciates receiving candid opinions of the employee's employment. An exit interview will ~~normally~~ be scheduled on the last day of work with the site supervisor. The purpose of the exit interview is ~~to review eligibility for benefit conversion,~~ to ensure that all necessary forms are completed, to collect any company property (including keys, equipment, documents and records) that may be in the employee's possession, to review the employee's obligations regarding confidential information, and to provide the employee with the opportunity to make any constructive comments and suggestions on improving the working environment at the School. Final pay ~~including pay for any earned but unused vacation time,~~ will be provided in accordance with state law.



#### **E. References and Employment Verification**

All requests for ~~references and~~ employment verifications must be promptly directed to the **site supervisor**. ~~School Director~~. When contacted for a ~~reference or~~ employment verification, the School will ~~only~~ provide information concerning dates of employment and the title of the last position held. Other employees may not provide any employment verifications. ~~or act as a reference for any other employees.~~

#### **F. Arbitration**

~~In order to resolve disputes in a cost effective and efficient manner, the School requires that its employees enter into an arbitration agreement. The details of the arbitration agreement can be found in the arbitration agreement.~~

## APPENDIX A: Expectations Regarding Extracurricular Events for Staff

(last updated March 2024)

M	Manila Campus
A	Arcata Campus

Campus	Event	Expectations	Compensation
M	Beginning of the year Intro meeting for parents (examples: Welcome potluck, Back to school night, info meeting, orientation, etc.)	Teachers are expected to attend and must be prepared to present info to parents. Presentation will include information about the Montessori approach.  TK/K will host a drop-in “look at the classroom, meet the teacher” event before school starts and an orientation meeting in the evening.	This is an expected event, part of contracted pay for teachers.  Assistants’ attendance is optional and paid.
A	Social/Community Building events in the evening / weekends such as: <i>Grandparents Day Ice Cream Social, After-school dances, cosmic tea party, etc., MCSD events: (Fall dinner, Winter event, Spring event), Trivia Night, Talent Show, Open Mic night, Game nights, Sporting Events, etc.</i>	All staff are encouraged to attend one or more in order to build community with the students/families that you work with.	There is no compensation for attendance.
M	Song Circle International Day of Peace Fox Trot Peacemaker Lunch Moving Up Ceremony	These all-school community events happen during the school day. All staff members are expected to participate in some way (set up, presentations, student management, parent interaction, clean up.)	This is part of contracted pay for teachers.
M	Parent Conference Week	Teachers of grades TK-8 are expected to meet with ALL parents at least twice a year to discuss student progress. Minimum days provide time within contract hours for these meetings. There is no requirement for after-hours meetings, although it is a courtesy to offer at least one day where late meetings are offered.	This is part of contracted pay for teachers.
A	Student Led Conferences	High School students participate in student-led conferences twice in a school year. Teachers are expected to equally share the duty of student led conferences.	This is part of contracted pay for teachers.
M	Celebrations of Learning (COL)	Teachers in all levels are expected to support students in the portfolio process, including participating in the Celebrations of Learning in the Spring. COL meetings will be scheduled during the school day.	This is part of contracted pay for teachers.

A	Presentations of Learning (POL)	Teachers in all levels are expected to support students in the portfolio process. Students will ask certain staff to participate in POLs. <b>The expectation is that teachers will participate in a POL if requested by a student.</b>	<b>This is part of contracted pay for teachers.</b>
A	Three exhibitions per year	Teachers are expected to attend and must have all exhibits set up ahead of time and students appropriately prepared	<b>This is an expected event, part of contracted pay for teachers.</b>
M	Montessori Model United Nations (MMUN)	Upper EI and Adolescent teachers are expected to provide and support on-going challenging coursework for students in upper grades; MMUN fulfills this expectation.	If this project includes travel or regular, after-school meetings, a stipend will be provided.
A	Camping Trips	Teachers in Upper EI and Adolescent classes are expected to lead a one-night overnight camping trip and a two-night camping trip, one in the Fall and one in the Spring.	<b>This is an expected event, part of contracted pay for teachers in grades 1-8.</b>
M		Lower EI teachers are expected to lead a one-night overnight camping trip in the Spring.	Assistants will be paid for 8 hours each day of attendance.
A	Athletics: Volleyball, Basketball, Tennis, Track, Soccer	Organize a team, run practices, communicate with parents, work with the league to schedule games, attend games, submit game blurbs for the Bark. Coach Responsibilities <a href="#">here</a> .	Advisors of recurring sports activities will be paid a stipend equalling roughly \$500 per season.
M			
A	After-school Clubs	Organize club activities and learning opportunities and moderate students in club meetings and student leadership. Attend club-related events.	Advisors of recurring club activities will be paid a stipend equalling roughly \$500 per trimester.
M			
A	SST/IEP Meetings	Teachers are expected to attend ALL SST/IEP meetings for students in their class.	<b>This is part of contracted pay for teachers.</b>
M		SST/IEP meetings may be scheduled during the school day (with assistants providing coverage) or after school hours.	
M	Peaceful Winter Concert	Teachers are expected to attend and must be prepared support students in participating appropriately  Assistants attendance optional and paid.	<b>This is part of contracted pay for teachers.</b> There is no compensation for attendance for certificated staff.
A	Prospective Parent Info Meetings in December (Arcata) and January (Manila)	These meetings are to introduce our school to prospective parents/students. <b>Certificated staff are required to attend at least one.</b>	<b>This is part of contracted pay for teachers.</b> Classified may attend for hourly compensation.
M			

A	Are You Feeling Saucy?	This is our one major fundraiser put on by FoRCM. <b>All staff are expected to contribute in some way</b> (attending to eat, making a sauce, volunteering time, donating an auction item)	There is no compensation for attendance.
M			
M	Kinetic Sculpture Race Event	This is a fundraiser for Adolescent class as well as independent student vendors. It is also a community building event.  Teachers and Assistants may attend, if they like.	There is no compensation for attendance.
M	8th grade Gratitude ceremony	Manila adolescent teachers choose to lead this event for Manila adolescents. Other staff may attend, if they like, as a community building event.	There is no compensation for attendance.
A	High School Graduation	<b>All RCM High School staff members are expected to attend</b>  Arcata Adolescent and Manila staff may attend, if they like, as a community building event.	There is no compensation for attendance.
M			
A	<b>Staff Social Events:</b> TGIF, Game nights, White Elephant Gift Exchange, End of the Year Social Gathering	Anyone may attend, if they like.	There is no compensation for attendance.
M			
A	Leadership Team	The leadership committee is open to all employees and is designed to provide staff the opportunity to engage with the development of RCM and the larger school community, including working on the LCAP and WASC  -Attend 4 Leadership meetings per year -Attend at least 2 Advisory Committee (AC) meetings per year -Meetings will be held in-person with an option for attending via Zoom -The leadership team needs to have representation from both campuses, in proportion to the number of students at those campuses. (ie 2/3, 1/3 )	\$750/year stipend
M			
M	Enrichment sessions offered for students during some breaks	Not required. Staff may sign up if they are interested in working.	Staff who are paid hourly will get their usual hourly rate. Staff who are salaried will be prorated for the number of days worked.

## APPENDIX B: Salary Schedules

<b>RCM Certificated Pay Scale</b>					
<b>Step</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>
	<b>BA/BS</b>	<b>BA/BS</b>	<b>MA/MS</b>	<b>MA/MS</b>	<b>School Psych/SLT</b>
	<b>No Montessori Certificate</b>	<b>Montessori Training</b>	<b>No Montessori Certificate</b>	<b>Montessori Training</b>	
<b>1</b>	35,328	39,922	40,520	42,371	53,035
<b>2</b>	35,858	40,521	41,128	43,007	53,831
<b>3</b>	36,396	41,129	41,745	43,652	54,638
<b>4</b>	36,942	41,746	42,371	44,306	55,458
<b>5</b>	37,496	42,372	43,006	44,971	56,289
<b>6</b>	38,058	43,007	43,652	45,646	57,134
<b>7</b>	38,629	43,652	44,306	46,330	57,991
<b>8</b>	39,209	44,307	44,971	47,025	58,861
<b>9</b>	39,797	44,972	45,645	47,731	59,744
<b>10</b>	40,394	45,646	46,330	48,447	60,640
<b>11</b>	41,000	46,331	47,025	49,173	61,549
<b>12</b>	41,615	47,026	47,730	49,911	62,473
<b>13</b>	42,239	47,731	48,446	50,660	63,410
<b>14</b>	42,872	48,447	49,173	51,419	64,361
<b>15</b>	43,515	49,174	49,911	52,191	65,326
<b>16</b>	44,168	49,912	50,659	52,974	66,306
<b>17</b>	44,831	50,660	51,419	53,768	67,301
<b>18</b>	45,503	51,420	52,191	54,575	68,310
<b>19</b>	46,186	52,192	52,973	55,393	69,335
<b>20</b>	46,879	52,975	53,768	56,224	70,375
<b>21</b>	47,582	53,769	54,575	57,068	71,430
<b>22</b>	48,295	54,576	55,393	57,924	72,502
<b>23</b>	49,020	55,394	56,224	58,792	73,589
<b>24</b>	49,755	56,225	57,067	59,674	74,693
<b>25</b>	50,501	57,069	57,923	60,569	75,814
<b>26</b>	51,259	57,925	58,792	61,478	76,951
<b>27</b>	52,028	58,794	59,674	62,400	78,105
<b>28</b>	52,808	59,675	60,569	63,336	79,277
<b>29</b>	53,600	60,571	61,478	64,286	80,466
<b>30</b>	54,404	61,479	62,400	65,251	81,673
<b>31</b>	55,220	62,401	63,336	66,229	82,898
<b>32</b>	56,049	63,337	64,286	67,223	84,141
<b>33</b>	56,890	64,287	65,250	68,231	85,404
<b>34</b>	57,743	65,252	66,229	69,255	86,685
<b>35</b>	58,609	66,230	67,223	70,293	87,985

<b>RCM Classified Hourly Pay Scale</b>								
<b>Step</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>
	<b>Classified Aide</b>		<b>Director/Manager</b>		<b>Cook</b>	<b>Custodian</b>	<b>Art/Music/ Language</b>	
	<b>no BA/BS</b>	<b>BA/BS</b>	<b>no BA/BS</b>	<b>BA/BS</b>			<b>no BA/BS</b>	<b>BA/BS</b>
<b>1</b>	12.20	12.50	14.78	15.44	13.25	15.69	30.00	30.50
<b>2</b>	12.39	12.69	15.00	15.68	13.45	15.93	30.45	30.96
<b>3</b>	12.57	12.88	15.22	15.91	13.65	16.17	30.91	31.42
<b>4</b>	12.76	13.07	15.45	16.15	13.86	16.41	31.37	31.89
<b>5</b>	12.95	13.27	15.68	16.39	14.06	16.66	31.84	32.37
<b>6</b>	13.15	13.47	15.92	16.64	14.27	16.91	32.32	32.86
<b>7</b>	13.34	13.67	16.16	16.89	14.49	17.16	32.80	33.35
<b>8</b>	13.54	13.87	16.40	17.14	14.71	17.42	33.30	33.85
<b>9</b>	13.75	14.08	16.64	17.40	14.93	17.68	33.79	34.36
<b>10</b>	13.95	14.29	16.89	17.66	15.15	17.94	34.30	34.87
<b>11</b>	14.16	14.51	17.15	17.92	15.38	18.21	34.82	35.40
<b>12</b>	14.38	14.72	17.40	18.19	15.61	18.49	35.34	35.93
<b>13</b>	14.59	14.95	17.67	18.47	15.84	18.76	35.87	36.47
<b>14</b>	14.81	15.17	17.93	18.74	16.08	19.04	36.41	37.01
<b>15</b>	15.03	15.40	18.20	19.02	16.32	19.33	36.95	37.57
<b>16</b>	15.26	15.63	18.47	19.31	16.57	19.62	37.51	38.13
<b>17</b>	15.49	15.86	18.75	19.60	16.81	19.91	38.07	38.70
<b>18</b>	15.72	16.10	19.03	19.89	17.07	20.21	38.64	39.28
<b>19</b>	15.95	16.34	19.32	20.19	17.32	20.52	39.22	39.87
<b>20</b>	16.19	16.59	19.61	20.49	17.58	20.82	39.81	40.47
<b>21</b>	16.44	16.84	19.90	20.80	17.85	21.14	40.41	41.08
<b>22</b>	16.68	17.09	20.20	21.11	18.11	21.45	41.01	41.70
<b>23</b>	16.93	17.34	20.50	21.43	18.39	21.78	41.63	42.32
<b>24</b>	17.19	17.60	20.81	21.75	18.66	22.10	42.25	42.96
<b>25</b>	17.45	17.87	21.12	22.08	18.94	22.43	42.89	43.60
<b>26</b>	17.71	18.14	21.44	22.41	19.23	22.77	43.53	44.25
<b>27</b>	17.97	18.41	21.76	22.75	19.51	23.11	44.18	44.92
<b>28</b>	18.24	18.69	22.09	23.09	19.81	23.46	44.84	45.59
<b>29</b>	18.52	18.97	22.42	23.43	20.10	23.81	45.52	46.28
<b>30</b>	18.79	19.25	22.75	23.78	20.40	24.17	46.20	46.97
<b>31</b>	19.08	19.54	23.10	24.14	20.71	24.53	46.89	47.67
<b>32</b>	19.36	19.83	23.44	24.50	21.02	24.90	47.60	48.39
<b>33</b>	19.65	20.13	23.79	24.87	21.34	25.27	48.31	49.11
<b>34</b>	19.95	20.43	24.15	25.24	21.66	25.65	49.03	49.85
<b>35</b>	20.25	20.74	24.51	25.62	21.98	26.04	49.77	50.60
<b>36</b>	20.55	21.05	24.88	26.01	22.31	26.43	50.52	51.36
<b>37</b>	20.86	21.36	25.25	26.40	22.65	26.82	51.27	52.13
<b>38</b>	21.17	21.68	25.63	26.79	22.99	27.22	52.04	52.91
<b>39</b>	21.49	22.01	26.02	27.20	23.33	27.63	52.82	53.70
<b>40</b>	21.81	22.34	26.41	27.60	23.68	28.05	53.62	54.51

## **APPENDIX C: Job Descriptions**

*For the most up to date job descriptions, please see the following file in Google Drive.*

[Job Description Folder](#)

## ACKNOWLEDGEMENT OF HANDBOOK AND AT WILL EMPLOYMENT

I acknowledge that I have received Redwood Coast Montessori's Employee Handbook. I have read the Handbook and understand the contents of the Handbook. I agree to abide by all of the School's policies.

I understand and agree to my at-will employment status as described in the Handbook, summarized as follows:

- This Handbook does not in any way reflect a contract of employment, either expressed or implied between me and the School.
- The School is an at-will employer. I am free to terminate the employment relationship with the School at any time; the School, in its sole discretion, also reserves the right to modify or terminate the employment relationship with me for any or no reason at any time. Specifically, the School may modify all terms of employment including any policy or practice and/or my hours, wages, working conditions, job assignments, position title, compensation rates and benefits in its sole discretion.
- Nothing in this Handbook creates, or is intended to create, a promise or representation of continued employment or guaranteed terms and conditions of employment for me. Further, there is no agreement, express or implied, written or verbal, between the employee and the School for any specific period of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment.

I understand that other than the School Director, no supervisor or representative of the School has the authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will. I understand that only the School Director has the authority to make any such agreement and then only in writing signed by the School Director.

Employee's Name: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_





# *Employee Handbook*

*Updated April 2024*

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**I. Introduction to Redwood Coast Montessori for Employees:**

**I. Welcome Statement:**

Welcome! We are so glad you are here with us. In this document you will find information about working for Redwood Coast Montessori, including our approach to pedagogy, teaching philosophy, and contractual agreements with the school. If at any time you have questions about this handbook and its contents, please connect with your site supervisor.

**II. Mission Statement:**

The mission of Redwood Coast Montessori is to serve a diverse population of students (TK-12) in the Humboldt County area by providing a high quality educational option based on the Montessori and Project Based Learning approach to teaching and learning.

Redwood Coast Montessori maintains as part of its mission a commitment to a specific vision that emphasizes active student participation in learning, peaceful conflict resolution, and communication as means to growth and development. This vision is emphasized in our Schoolwide Learner Outcomes and is supported through the structure of our program, which is based extensively on Montessori and Project Based Learning pedagogy.

### **III. Schoolwide Learner Outcomes**

We create a school culture that emphasizes the following Schoolwide Learner Outcomes, also known as SLOs. Although these outcomes are written for students, staff members are expected to lead by example and model these values.

#### **Peaceful**

- Cultivate peaceful interactions, empathy and compassion
- Advocate for peaceful resolution, understanding our connection to each other
- Build a cohesive school community

#### **Engaged**

- Explore what kind of learner I am
- Evaluate how I see myself in the larger world
- Honor our environment and our place in the global community

#### **Active**

- Demonstrate a desire to learn, to be helpful, and to contribute
- Encourage habits of curiosity, initiative and persistence
- Operate with a growth mindset

#### **Communicative**

- Develop ability to communicate with self and others
- Reach out to the community outside the school to provide opportunities for connection
- Build academic, discipline specific vocabulary

#### **Educated**

- Build habits of concentration and organization for lifelong study skills
- Plan for how I will succeed in diverse disciplines
- Create and pursue original thought across academic disciplines

### **IV. Purpose of this Handbook**

This Handbook summarizes Redwood Coast Montessori's (hereinafter referred to as "School") personnel policies applicable to all employees. Please review these policies carefully. If you have any questions about the policies outlined in this Handbook, or if you have any other personnel related questions, whether related to policies specifically addressed in this Handbook,

please consult your campus Site Supervisor, the School Director, or a member of the Leadership Team.

This Handbook is intended only as a guide to the School's personnel policies, outlining and highlighting those policies and practices. It is not, therefore, intended to create any expectations of continued employment, or an employment contract, express or implied. This Handbook supersedes any previously issued handbooks, policies, benefit statements and/or memoranda, whether written or verbal, including those that are inconsistent with the policies described herein.

With the exception of the at-will employment status of its employees, the School reserves the right to alter, modify, amend, delete and/or supplement any employment policy or practice (including, but not limited to, areas involving hiring policies and procedures, general workplace policies, hours of work, overtime and attendance, standards of conduct, employee benefits, employment evaluation and separation) and will act with due diligence when communicating changes to staff. Only the written approval of the board of directors may alter the at-will employment status of any of its employees.

Once you have reviewed this Handbook, please sign the two employee acknowledgement forms at the end of this Handbook, keep one for your files and provide the other to your Site Supervisor or the School Director. This signed acknowledgement demonstrates to the School that you have read, understand and agree to comply with the policies outlined in the Handbook.

## **II. Hiring Policies and Procedures**

### **A. At Will Employment**

The School is an at-will employer. This Handbook does not in any way reflect a modification to this policy and does not reflect a contract of employment, either express or implied, between you and the School. Accordingly, either you or the School may terminate this relationship at any time, for any reason, with or without cause. The School will take steps to communicate staffing changes to employees at risk of termination. This includes giving written notice as soon as possible.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to any employee in connection with the person's employment shall require the School to have "cause" or reason to terminate an employee or otherwise restrict the School's right to terminate an employee at any time for any reason. No School representative is authorized to modify this policy for any employee, unless in writing, signed by both the Director and approved in writing by the Board of Directors.

Redwood Coast Montessori's Staff Evaluation Process will alert staff members to specific areas of performance that require improvement. While areas for growth do not indicate potential termination, they indicate areas for improvement and opportunity for growth necessary prior to potential termination.

## **B. Equal Employment Opportunity Policy**

The School is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunities to all qualified individuals without regard to race, creed, color, religion, national origin, ethnicity, ancestry, sex, sexual orientation, age, physical or mental disability, genetic information, gender identity and expression, gender related appearance and behavior, marital status, citizenship status, medical condition, or any other legally protected status. 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. Furthermore, the School prohibits all unlawful discrimination against any employee or applicant for employment in its programs or activities based on race, color, religion, sex, gender, ethnic group identification, age, national origin, ancestry, genetic characteristics, mental or physical disability, marital status, sexual orientation or other category protected by law.

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. In order to perform the essential functions of the job, any applicant or employee requiring an accommodation should contact the School Director and request such an accommodation.

If you believe prohibited discrimination has occurred, please contact your direct supervisor or the School Director immediately, or use the online Incident Report Form: (<https://forms.gle/a9Y1krJBSNZvD4DZ8>). Reports will be investigated and appropriate corrective action will be taken.

## **C. Immigration Compliance**

The School does not discriminate against any individual because of their national origin, citizenship or intent to become a U.S. citizen in compliance with the Immigration Reform and Control Act of 1986. It is, however, the policy of the School to only employ those individuals that are authorized to work in the United States. In furtherance thereof, the School requires each prospective employee to provide documents verifying his or her identity and authorization to be legally employed in the United States. The employee will also be required to sign a legal verification attesting to her/his authorization to be legally employed in the United States.

## **D. Employee Classification**

The School's employees are classified in the following categories: Exempt, non-exempt, and full-time, part-time or temporary.

**Exempt:** Exempt employees are those employees with job assignments that meet exemption tests under state and federal law making them exempt from overtime pay requirements. Exempt employees at RCM include salaried certificated staff members. Exempt employees are compensated on a salary basis, not pursuant to overtime pay requirements.

**Non-Exempt:** Non-exempt employees are those employees with job assignments that do not meet exemption tests under state or federal law. Non-exempt employees at RCM include classified staff who are paid hourly or are salaried. Thus, these employees are paid overtime wages for overtime worked in accordance with the law.

**Full Time:** Full time employees are those employees who are scheduled to work at least 40 hours in a week. Full-time for a non-exempt employee is 40 hours a week. Full-time for an exempt employee is 40 hours a week, which is a combination of student contact time and prep time. Exempt employees are granted flexibility in where they use their prep time, but are expected to be on campus for the entirety of the regular school day. This includes direct instruction as well as community meetings and any activities that students are required to attend. All staff are expected to assist in monitoring all-ages of students during breaks, work times, and other unstructured times.

Staff duty for unstructured student time (breaks, meals, etc.) is scheduled by site and every staff member is responsible for doing their fair share of supervision duties.

**Part Time:** Part time employees are those employees who are scheduled to work <40 hours in a week. Part-time employees will attend training, meetings, and student-facing activities based on the specific needs of their job. Required attendance for part-time employees will be discussed with site supervisors at the start of employment.

**Temporary:** Temporary employees are those employees who are hired for a limited time period, or for a specific project, and usually are not employed more than 1 month.

Part time and temporary employees are not entitled to benefits provided by the School. Independent contractors, consultants and leased employees (i.e., those working for an employment agency) are not employees of the School and are not eligible for benefits provided by the School. If you have any questions about your classification, please consult with the School Director.

#### **E. Certification and Licensure of Instructional Staff**

Each of the School's exempt employees are required to hold a current California Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in other public schools would be required to hold and may be required to meet certain federal requirements related to subject-matter expertise in order to meet federal requirements for "highly qualified teachers." Paraprofessional staff may also be required to document that they meet federal requirements for paraprofessional staff. It is the responsibility and a condition of continued employment of all instructional staff, including teachers and paraprofessionals to maintain and keep current such certificates, permits or other documentation and provide current certifications to your Site Supervisor or the School Director. If an instructional staff employee believes that he or she is assigned to teach in a subject in which he or she does not have subject matter competence, the employee should immediately report the same to your Site Supervisor or the School Director. Staff who are required to meet these state and federal certification, expertise, and related requirements must maintain such qualifications as a condition of employment at the

School. Nothing in this section is intended to alter that at-will status of the employee's employment.

#### **F. Tuberculosis Testing**

Except for employees transferring from other schools, no person shall be employed by the School unless the employee has submitted proof of an examination within the past 60 days that the employee is free of active tuberculosis. Employees transferring from other public or private schools within the State of California must either provide proof of an examination within the previous 60 days or a certification showing that he or she was examined within the past four years and was found to be free of communicable tuberculosis. It is also acceptable practice for the employee's previous school employer to verify that it has a certificate on file that contains the showing that the employee was examined within the past four years and was found to be free of communicable tuberculosis.

The tuberculosis test shall consist of an approved intradermal tuberculin test, which if positive shall be followed by an X-ray of the lungs.

All employees shall be required to undergo the foregoing examination at least once every four (4) years, excepting "food handlers" who shall be examined annually. After such examination, each employee shall cause to be on file with the School a certificate from the examining physician showing the employee was examined and found free from active tuberculosis.

The examination for applicants for employment is a condition of initial employment. Therefore, the expense incident thereto shall be borne by the applicant. The cost of the examination required of existing employees shall be a reimbursable expense. Employees should follow the School's reimbursement procedures.

The County Health Department may provide skin testing to employees at regular intervals at no cost to the employee. The availability of this testing may be announced by the School.

#### **G. Criminal Background Checks**

As a condition of employment, the School requires all applicants for employment to complete a Live Scan background check. The School will not employ a person who has been convicted of a violent or serious felony or a person who would be prohibited from employment by a public school district because of his or her conviction for any crime, unless an applicable exception applies. The School will not employ any applicant until the Department of Justice completes its check of the state criminal history file as provided by law. The School shall also request subsequent arrest notifications from the Department of Justice and take all necessary action based upon such further notification.

### **III. Hours of Work, Overtime and Attendance**

#### **A. Work Hours and Schedules**

The School's normal operating hours are from 7:45 a.m. to 5:30 p.m. (which includes before and after school care), Monday through Friday. The work schedule for full-time, non-exempt



(classified) employees is 40 hours per week. For exempt employees (certificated) this 40 hours is a combination of student contact time and prep time.

Manila full-time staff are expected to be on campus the following hours:

- Lower Elementary and Primary: 8:15am - 2:45pm
- Upper Elementary and Adolescent: 8:15am - 3:15pm

Arcata full-time staff are expected to be on campus the following hours:

- Adolescent and High School: 8:45am - 3:45pm

Staff members are granted flexibility in where they use their prep time, but are expected to be on campus for the entirety of the regular school day (see hours above). This includes direct instruction as well as participation in, or monitoring of, community meetings, project work time, meals and break times, and any activities that students are required to attend.

Clubs and sports are extracurricular activities that are not considered part of a staff member's contracted hours. Stipends are available for staff members interested in running extracurricular activities.

Extenuating circumstances may grant an employee *short term* schedule adjustments, but staff are otherwise expected to be on campus during school working hours.

Your supervisor will assign your work schedule. Part-time employees will work a select portion of the 40 hour work week as assigned by their site supervisor or director.

Some extracurricular events are required for staff throughout the school year and are site specific, with the exception of the annual school-wide fundraiser and parent information meetings for potential students. See Appendix A for a detailed list of events, and check with your specific site supervisor for a detailed list of required extracurricular events.

## **B. Overtime**

The School follows all federal and state laws regarding the payment of overtime wages by compensating all non-exempt employees for overtime hours worked. For purposes of overtime calculations for non-exempt employees, the School's workweek begins on Monday and ends the following Sunday. The workday begins at midnight and ends the following day at 11:59 p.m. You will be informed when you are required to work overtime hours. All overtime hours worked must be pre-authorized in writing by the School Director.

Only those hours that are actually worked are counted to determine an employee's overtime pay. Compensated holidays, for example, are not hours worked and are therefore not counted in overtime calculations.

### **C. Make Up Time**

Non-exempt employees may submit a written request to make up work time that is or would be lost as a result of a personal obligation. The hours of that make-up work must not exceed 11 hours of work in one day or 40 hours of work in one week. Authorization for requested make-up time is at the discretion of each Site Supervisor.

### **D. Work Breaks**

Non-exempt School employees are allowed one 30 minute unpaid meal break each work day where the employee works more than six (6) hours in one day. Non-exempt employees are not allowed to work more than five (5) hours in one period without taking a meal break, unless the employee does not work more than six (6) hours in one day.

Non-exempt employees must take two ten-minute paid break periods for each full workday, as close as practicable to the mid-point of any continuous four (4) hour work period. Non-exempt employees should contact their Site Supervisor or School Director to schedule their meal and break periods.

### **E. Pay Days**

For Non-exempt employees, payday is scheduled on the 10th day of each month. Each paycheck will include earnings for all reported work performed through the end of the previous calendar month. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive their pay on the next day of work after the day(s) off.

For exempt employees, paydays are scheduled on the last working day of each month, ten months a year. The school has adopted a ten equal monthly payments schedule. Each paycheck reflects an amount equal to your salary, divided by 10 because the charter school pays in 10 equal monthly payments.

Deferred net pay is an option for exempt employees. Deferred net pay defers a percentage of the net pay from each monthly paycheck for the 10 months of the school year so the employee will receive an amount similar to normal pay during the summer months. This money is a net amount, not gross (taxable) amount. If you wish to enroll in deferred net pay, submit your request through the district office.

You should promptly notify the School Director if you have a question regarding the calculations of your paycheck; any corrections will be noted and will appear on the following payroll.

### **F. Payroll Withholdings**

The School is required by law to withhold Federal Income Tax, State Income Tax, and Social Security (FICA) from each employee's pay as follows:

Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.

State Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.

Social Security (FICA): For non-exempt employees 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. Exempt employees do not have a social security withholding, and must opt out of social security.

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, ask the School Director or Payroll Manager at the district office to explain them.

An employee may change the number of withholding allowances they wish to claim for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the School Director or Payroll Manager at the district office. The School's business office maintains a supply of these forms.

All Federal, State and Social Security taxes will be automatically deducted from paychecks. The Federal Withholding Tax deduction is determined by the employee's W-4 form, which should be completed upon hire. It is the employee's responsibility to report any changes in filing status to the School Director or Payroll Manager at the district office. It is also the employee's responsibility to fill out a new W-4 form if their filing status changes.

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.

### **G. Attendance Policy**

Employees are expected to adhere to regular attendance and to be punctual. If you find it necessary to be absent or late, you are expected to arrange it in advance with the Site Supervisor. If it is not possible to arrange your absence or tardiness in advance, you must notify the Site Supervisor no later than one-half hour before the start of your workday and contact the Administrative Assistant to arrange a substitute teacher. If you are absent from work longer than one day, you are expected to keep the Site Supervisor sufficiently informed of your situation. Per California Education Code 44978 full-time exempt employees are entitled to 10 paid days of leave per school year. Part time employees are entitled to that proportion of 10 days' leave of absence for illness or injury as the number of days they are employed. Non-exempt employees will receive one hour of sick leave for every 30 hours worked. To see the detailed sick leave policy please see section VI-B "Sick Leave Policy".

Excessive absenteeism and tardiness will not be tolerated and will lead to disciplinary action, up to and including termination. An absence or tardiness without notification to the School Director will lead to disciplinary action, up to and including termination. If you fail to come to work for three consecutive work days without authorization, the School will presume that you have voluntarily terminated your position with the School.

## **H. Time Records**

For non-exempt employees, time records must be accurately kept reflecting all regular hours and overtime hours worked and meal periods taken. Time records must be signed by employees, verifying and attesting to the truth of the information contained therein. All absences, tardies and overtime must be accurately reflected on the time record. Timesheets are due the last work day of the month and should be submitted to the School Director.

## **I. Mandatory Training and Meetings**

All mandatory training, lectures and meetings will be identified as such, and non-exempt employees will be paid for their attendance. The School will not pay non-exempt employees for attendance at voluntary training. If you are unsure about the characterization of an offered training, lecture or meeting, please contact the School Director before attending.

All non-exempt employees must accurately reflect attendance at all mandatory trainings, lectures and meetings outside of regular working hours on their time records.

Exempt employees are required to attend mandatory trainings as part of their salaried position. Attendance at mandatory trainings may fall outside of normal working hours.

Mandatory trainings may include the following, and are determined by administrators:

- Montessori Teacher Certification
- PBL Training
- CPI Training
- CPR/First Aid Training
- Other trainings deemed mandatory by the school director and/or site supervisor

Staff are encouraged to pursue professional development to improve their teaching craft. Those who are interested in undertaking additional voluntary training may request that the school pay for attendance fees.

## **IV. General Workplace Policies**

### **A. Prohibition of Harassment/Discrimination and Protection Against Retaliation**

#### **1. Policy**

The School is committed to providing a workplace and educational environment free of sexual harassment, as well as harassment and discrimination based on such factors as race, religion, creed, color, ethnicity, national origin, ancestry, age, medical condition, genetic information, gender identity and expression, gender related appearance and behavior, marital status, sex, sexual orientation, citizenship status, disability or any other category protected by law. The

School will not condone or tolerate harassment or discrimination of any type by any employee, whether supervisory or co-employee, against an employee, third party vendor or student. The School also does not condone or tolerate harassment of its employees by any third parties or students. The School will promptly and thoroughly investigate any complaint of harassment or discrimination and take appropriate corrective action, if warranted.

The School will take all reasonable steps to prevent discrimination and unlawful harassment from occurring. Sexual or other unlawful harassment in employment violates the School's policy and is prohibited under Title VII of the Civil Rights Act and the California Fair Employment and Housing Act.

## **2. Definition of Harassment**

Harassment includes verbal, physical or visual conduct that creates an intimidating, offensive or hostile working or educational environment or that unreasonably interferes with job performance. Verbal harassment includes, but is not limited to, epithets, derogatory comments or slurs based on a protected category. Physical harassment includes, but is not limited to, assault, impeding or blocking movement or any physical interference with normal work or movement, when directed at a legally protected individual. Visual harassment includes, but is not limited to, derogatory posters, cartoons or drawings on a basis protected by law.

## **3. Definition of Sexual Harassment**

Federal law defines sexual harassment as unwelcome sexual conduct that is a term or condition of employment. The Equal Employment Opportunity Commission's Guidelines define two types of sexual harassment: "quid pro quo" and "hostile environment." "Unwelcome" sexual conduct constitutes sexual harassment when "submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment," "Quid pro quo harassment" occurs when "submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual." A "hostile environment" claim for harassment occurs when discrimination based on sex has created a hostile or abusive work environment.

California law defines unlawful sexual harassment in largely the same ways. Sexual harassment occurs where a term of employment (i.e., compensation or in terms, conditions or privileges of employment), academic status or progress (i.e., a student's grades or promotion to the next grade) is explicitly or implicitly conditioned upon submission to unwelcome sexual advances, as more fully described below. Sexual harassment also occurs where the submission to, or rejection of, the conduct by the individual is used as the basis of academic or employment decisions affecting the individual. Additionally, sexual harassment occurs where harassment (unwanted sexual advances, visual, verbal or physical conduct of a sexual nature) is sufficiently severe, persistent, pervasive or objectively offensive so as to alter the conditions of employment and create an abusive or hostile educational or working environment or to limit the individual's ability to participate in or benefit from an education program or activity. Sexual harassment occurs where the conduct has the purpose or effect of having a negative impact on the individual's academic performance, work or progress or has the purpose or effect of creating an intimidating, hostile, or offensive educational or working environment. Finally, sexual harassment occurs where submission to, or rejection of, the conduct by the individual is used as

the basis for any decision affecting the individual regarding benefits and services, honors, programs or activities available at or through the School.

The educational environment includes, but is not limited to, the School's campus or grounds, the properties controlled or owned by the School and off-campus, if such activity is School sponsored or is conducted by organizations sponsored by or under the jurisdiction of the School.

The following are examples of offensive behavior:

- Unwanted sexual advances, flirtations, touching or requests for sexual favors;
- Verbal abuse of a sexual nature;
- Graphic or suggestive comments about dress or body and the sexual uses to which it could be put;
- Unwarranted graphic discussion of sexual acts.
- Sexually degrading words;
- Suggestive or obscene letters, notes or invitations;
- Verbal harassment including, but not limited to, unwelcome epithets, jokes, derogatory comments, or slurs of a sexual nature, or sexually degrading words used to describe a person;
- Physical harassment including, but not limited to, assault, impeding or blocking movement or any physical interference with normal work or school activities or movement, when done because of your sex;
- Visual harassment including, but not limited to, leering, making sexual or obscene gestures, displaying sexually explicit or derogatory posters, cartoons or drawings, or computer-generated images of a sexual nature;
- Making or threatening retaliatory action after receiving a negative response to sexual advances.

#### 4. What to do if Sexual and Other Unlawful Harassment Occurs

##### a) **Internal Procedures:**

School Level Investigation: The School Director has the responsibility to maintain a work place and educational environment free from any form of sexual or other unlawful harassment. Consequently, should the School Director become aware of any conduct that may constitute sexual harassment, discrimination or other prohibited behavior, immediate action will be taken to address and remediate such conduct.

Any employee who has experienced or is aware of a situation that is believed to be sexually or otherwise unlawfully harassing has a responsibility to report the situation immediately to the School Director, 1611 Peninsula Drive, Arcata, CA 95521; (707) 832-4194. If the employee is not comfortable contacting the School Director or if that individual is not available, the employee should contact the Chair of the RCM Board of Directors, 1611 Peninsula Drive, Arcata, CA 95521; (707) 832-4194. A Harassment Complaint Form may be obtained from the School Director. The School Director will conduct a prompt investigation and take appropriate corrective action where warranted. Complaints will be handled as discreetly as possible, consistent with the need to investigate effectively and promptly resolve the matter. *5 C.C.R. § 4964.*

If an employee has a complaint regarding an alleged violation of federal or state law or regulations governing educational programs (including but not limited to Consolidated Categorical Aid Programs, Migrant Education, Special Education Programs), including allegations of unlawful discrimination not involving employment, the employee should utilize the Uniform Complaint Procedure adopted by the School. *5 CCR § 4610.*

Any employee found to have participated in improper harassment or discrimination will be subject to disciplinary action, up to and including possible dismissal.

##### b) **External Procedures:** Filing a Complaint with the Department.

Employees or job applicants who believe that they have experienced unlawful employment discrimination may file a complaint directly with the Department. The Department serves as a neutral fact-finder and attempts to help the parties voluntarily resolve disputes. If the Department finds sufficient evidence to establish discrimination occurred and settlement efforts fail, the Department may file a formal accusation.

Employees can also pursue the matter through a private lawsuit in civil court after a complaint has been filed with the Department and a Right to Sue Notice has been issued. For more information, contact the Department toll free at (800) 884-1684, in the Sacramento area and out of state at (916) 227-0551 or visit its website at [www.dfeh.ca.gov](http://www.dfeh.ca.gov). To contact the nearest field office of the Equal Employment Opportunity Commission (“EEOC”), call 1-800-669-4000. You should be aware that state and federal law provide time limits within which complaints must be filed. Contact the relevant agency to determine the applicable time limit.

## 5. **Retaliation Policy**

It is in violation of the School's policy for the School or any employee to demote, suspend, reduce, fail to hire or consider for hire, fail to give equal consideration in making employment decisions, fail to treat impartially in the context of any recommendations for subsequent employment that the School may make, adversely affect working conditions or otherwise deny any employment benefit to or take actions that are materially adverse against an individual because that individual has opposed practices prohibited by law or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing conducted by the Department or their staff. Any employee retaliating against another employee, applicant or student will be disciplined, up to and including termination.

Examples of protected activities under the School's retaliation policy include seeking advice from the Department; filing a complaint with the Department, irrespective of whether the complaint is actually sustained; opposing employment practices the employee reasonably believes to exist and believes to be a violation of the law; participating in an activity that is perceived by the School as opposition to discrimination, whether or not so intended by the employee expressing the opposition; participating in the proceeding of a local human rights or civil rights agency on a legal basis.

Nothing in this policy shall be construed to prevent the School from enforcing reasonable disciplinary policies and practices, nor from demonstrating that the actions of an applicant or employee were either disruptive or otherwise detrimental to legitimate business interests so as to justify the denial of an employment benefit.

### **B. Workplace Violence**

The School takes the safety and security of its employees seriously. The School does not tolerate acts or threats of physical violence, including but not limited to intimidation, harassment and/or coercion, that involve or affect the School or that occur, or are likely to occur, on School property. You should report any act or threat of violence immediately to the School Director.

### **C. Open Door Policy**

The School wishes to provide the most positive and productive work environment possible. To that end, it has an open door policy where it welcomes your questions, suggestions or complaints relating to your job, conditions of employment, the School or the treatment you are receiving. Other than in situations involving harassment (as outlined and described above), please contact the School Director with your questions or concerns. If the situation is not resolved to your satisfaction, please contact the Chair of the RCM Board of Directors, preferably in writing, who will further investigate the issue.

### **D. Drug Free Workplace**

It is the School's policy to maintain a drug and alcohol-free workplace. No employee may use, possess, offer for sale or be under the influence of any illegal drugs, alcohol, or other controlled substances during working hours, including lunch and break periods, in the presence of pupils or on School property at any time.



Engaging in any of the activities above shall be considered a violation of School policy and the violator will be subject to discipline, up to and including termination. The School complies with all federal and state laws and regulations regarding drug use while on the job.

#### **E. Smoking**

All School buildings and facilities are non-smoking facilities.

#### **F. Health, Safety and Security Policies**

The School is committed to providing and maintaining a healthy and safe work environment for all employees. Accordingly, the School has instituted an Injury and Illness Prevention Program designed to protect the health and safety of all personnel. The School maintains an Injury and Illness Prevention Program, which is kept by the School Director and is available for your review.

You are required to know and comply with the School's general safety rules and to follow safe and healthy work practices at all times. You are required to immediately report to your supervisor any potential health or safety hazards and all injuries or accidents.

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

The School has also developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances, exits and service areas. Report any suspicious persons or activities to security personnel or to your supervisor. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable or personal articles around your workstation that may be accessible. You should immediately notify your supervisor when keys are missing or if security access codes, identification materials, or passes have been breached. The security of the facilities, as well as the welfare of our employees, depends upon the alertness and sensitivity of every individual.

#### **G. Company Property Inspections**

The School is committed to providing a work environment that is safe and free of illegal drugs, alcohol, firearms, explosives and other controlled substances or improper materials. Additionally, the School provides property and facilities to its employees to carry out business on behalf of the School. Accordingly, employees do not have a reasonable expectation of privacy when using any School property or facilities. In accordance with these policies, all School facilities and property, including all items contained therein, may be inspected by the School at any time, with or without prior notice to the employee. School property includes all desks, storage areas, work stations, lockers, file cabinets, computers, telephone systems, email systems and other school provided storage devices.

The School also reserves the right to inspect any vehicle, its trunk, glove compartment or any container therein that is parked on the School property or premises. The School reserves the right to deny entry to any person who refuses to cooperate with any inspections by the School.

Any employee who fails to cooperate with inspections may be subject to disciplinary action, up to and including dismissal.

#### **H. Soliciting/Conducting Personal Business While on Duty**

Employees are not permitted to conduct personal business or solicit personal business for any cause or organization while on-duty, or when the employee being solicited is supposed to be working. This prohibition includes distributing literature and other material. Distribution of materials is also against the School's policy if it interferes with access to facility premises, if it results in litter or is conducted in areas where other employees are working. Solicitation during non-work time, e.g., paid breaks, lunch periods or other such non-work periods, is permissible. Entry on the School premises by non-employees is not permitted, unless related to official School business. Solicitation or distribution of written materials by non-employees is strictly prohibited.

#### **I. Use of School Communication Equipment and Technology**

All School owned communications equipment and technology, including computers, electronic mail systems, voicemail systems, internet access, software, telephone systems, document transmission systems and handheld data processing systems remain the property of the School and are provided to the employee to carry out business on behalf of the School, unless previously authorized for non-business use. Employees have no expectation of privacy in any communications made using School owned equipment and technology. Communications (including any attached message or data) made using School owned communications equipment and technology are subject to review, inspection and monitoring by the School.

Additionally, the School uses technology protection measures that protect against Internet access (by both minors and adults) to visual depictions that are obscene, child pornography and/or with respect to use by minors, internet access harmful to minors. These measures may include, but are not limited to, installing a blocking system to block specific internet sites, setting Internet browsers to block access to adult sites, using a filtering system that will filter all Internet traffic and report potential instances of misuse and using a spam filter.

Passwords used in connection with the School's communications equipment and technology are intended to restrict unauthorized use only, not to restrict access of authorized School employees. Therefore, employees are required to provide to the School Director all passwords used in connection with the School's communications equipment and technology any time the employee's passwords are created or change. In addition, employees are required to safeguard their passwords to limit unauthorized use of computers by minors in accordance with the Student Internet Use Policy and Agreement. Employees that do not safeguard their passwords from unauthorized student use, or that allow a student to access computers in violation of the Student Internet Use Policy and Agreement, will be subject to discipline, up to and including termination.

Internet use, unless previously authorized, is for business purposes only. All employees using the internet through the School's communications equipment and technology must respect all copyright laws. Employees are not permitted to copy, retrieve, modify or forward copyrighted materials unless authorized by law or with express written permission of the owner of the

copyright. Employees are not permitted to use the School's communications equipment and technology to view visual images that are obscene, child pornography and/or images harmful to minors.

The e-mail system and internet access is not to be used in any way that may be disruptive, harassing or offensive to others, illegal 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, gender, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted. The e-mail system and internet access is not to be used in any manner that is against the policies of the School, contrary to the best interest of the School or for personal gain or profit of the employee against the interests of the School. Employees must not use the School's communications equipment and technology for the unauthorized disclosure, use and dissemination of personal information regarding students.

Employees should not attempt to gain access to another employee's email files or voicemail messages without the latter's express permission. Each employee is responsible for the content of the messages sent out using his/her School issued equipment. It is strictly prohibited to use another employee's computer to send messages to create the appearance that they are from that employee, unless that employee expressly authorizes such use.

#### **J. Employee Blogs and Social Media**

If an employee decides to keep a personal blog, or use other social media, that discusses any aspect of their workplace activities, the following restrictions apply:

- School equipment, including its computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be adhered to;
- Employees must make clear that the views expressed in their blogs/social media posts are their own and not those of the School;
- Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf, unless authorized in writing by the School Director;
- Employees are not authorized to publish any confidential information maintained by the School;
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the School, the employee's supervisors, co-workers and competitors;
- Employees must comply with all School policies, including, but not limited to, rules against sexual harassment and retaliation

The School reserves the right to take disciplinary action against any employee whose blog/social media posts violate this or other School policies.

### **K. Participation in Recreational or Social Activities**

Employees may be invited to participate in social activities sponsored by or supported by the School. Participation in such activities is strictly voluntary. As such, employees have no obligation to participate in recreational or social activities and no employee has work-related duties requiring such participation. An employee's participation in social and recreational activities is at the employee's own risk and the School disclaims any and all liability arising out of the employee's participation in these activities.

### **L. Personnel Files and Record Keeping Protocols**

At the time of your employment, a personnel file is established for you. Please keep the School Director advised of changes that should be reflected in your personnel file. Such changes include: change in name, address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact you should the change affect your other records.

You have the right to inspect certain documents in your personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. A request for inspection or copying of information contained in the personnel file must be directed to the School Director.

The School will restrict disclosure of your personnel file to authorized individuals within the School. Only the School Director is authorized to release information about current or former employees. The School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

## **V. Standards of Conduct**

### **A. Personal Appearance**

Employees serve as role models for the students with whom they work and as leaders in the community. Consistent with these roles, all faculty and employees shall dress in a manner and have an appearance that is appropriate and professional in light of the environment in which they work, the duties of their jobs and the impressionable students they serve. We understand that working with children can be messy work, so there is a balance to be struck.

Employees are to wear clothing that is neat and clean. Employees are not to wear clothing that is revealing, torn, tattered, dirty, or with visual, written, or implied messages that are likely to disrupt the school environment. Employees are not to wear attire prohibited in the student dress code, and must wear shoes. Tattoos that are sexual, violent, or denigrating in nature must be covered.

Any questions or complaints regarding the appropriateness of attire should be directed to the director or site supervisor.

## **B. Student Safety**

In accordance with the School's policies providing student safety, including those covering anti-harassment, anti-discrimination, anti-intimidation, anti-bullying, and school-wide emergency situations, each employee is expected to assist in maintaining a safe environment. Thus, each employee is required to take immediate steps to intervene when it is safe to do so if the employee witnesses an act of discrimination, harassment, intimidation or bullying of a student. The employee is also required to report such actions to the school director or site supervisor as soon as practicable.

Please see the [school safety policy](#) for more detailed information.

## **C. Prohibited Conduct**

The School expects that all employees will conduct themselves in a professional and courteous manner while on duty. Employees engaging in misconduct will be subject to disciplinary action up to and including termination of employment. The following is a list of conduct that is prohibited by the School. This list is not exhaustive and is intended only to provide you with examples of the type of conduct that will not be tolerated by the School. The specification of this list of conduct in no way alters the at-will employment relationship the employee has with the School.

- Unexcused absence and/or lack of punctuality
- Release of confidential information without authorization
- Possession of or reporting to work while under the influence of alcohol, illegal drugs or controlled substances
- Theft or embezzlement
- Willful destruction of property
- Conviction of a felony or conviction of a misdemeanor making the employee unfit for the position
- Falsification, fraud or omission of pertinent information when applying for a position
- Any willful act that endangers the safety, health or wellbeing of another individual
- Horseplay
- Any act of sufficient magnitude to cause disruption of work or gross discredit to the school
- Misuse of School property or funds

- Possession of firearms, or any other dangerous weapon, while acting in the course and scope of employment.
- Acts of discrimination or illegal harassment based on gender, ethnicity or any other basis protected by state or federal law
- Failure to comply with the School's safety procedures
- Insubordination
- Failure to follow any known policy or procedure of the School or gross negligence that results in a loss to the School
- Violations of federal, state or local laws affecting the organization or your employment with the organization
- Unacceptable job performance
- Dishonesty
- Failure to keep a required license, certification or permit current and in good standing
- Recording the work time of any other employee, or allowing any other employee to record time on your time record or falsifying any time record
- Unreported absence on a scheduled workday
- Unauthorized use of School equipment, materials, time or property
- Working unauthorized overtime or refusing to work assigned overtime
- Abuse of sick leave
- Sleeping or malingering on the job

#### **D. Confidential Information**

All information relating to students, including schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files.

#### **E. Conflict of Interest**

All employees must avoid situations involving actual or potential conflict of interest. An employee involved in any relationships or situations that they believe may constitute a conflict of interest, should immediately and fully disclose the relevant circumstances to their immediate

supervisor, or any other appropriate supervisor, 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 related to a potential or actual conflict of interest shall constitute grounds for disciplinary action.

#### **F. Child Neglect and Abuse Reporting**

Any employee who knows or reasonably suspects a child has been the victim of child abuse shall report the instance to a police or sheriff's department, or to a county probation department if authorized to receive mandated reports or the county welfare office. Child abuse is broadly defined as "a physical injury that is inflicted by other than accidental means on a child by another person." School employees are required to report instances of child abuse when the employee has a "reasonable suspicion" that child abuse or neglect has occurred. Reasonable suspicion arises when the facts surrounding the incident or suspicion could cause a reasonable person in a like position to suspect child abuse or neglect.

Child abuse should be reported immediately by phone to a police or sheriff's department, or to a county probation department if authorized to receive mandated reports or the county welfare office. The phone call is to be followed by a written report prepared by the employee within thirty-six (36) hours, which may be sent by fax or electronically. There is no duty for the reporter to contact the child's parents.

Reporting the information regarding a case of possible child abuse or neglect to your supervisor, the School principal, a School counselor, coworker or other person shall not be a substitute for making a mandated report to a police or sheriff's department, or to a county probation department if authorized to receive mandated reports or the county welfare office.

#### **G. Outside Employment**

Employees should not accept any employment or consulting relationship with another person or entity while employed by the School that would interfere with their ability to satisfactorily perform their job duties. The School will hold all employees to the same standards of performance and scheduling demands and will not make any exceptions for employees who also hold outside jobs.

#### **H. Expense Reimbursements**

The School will reimburse employees for certain reasonably necessary expenses incurred in the furtherance of School business. In order to be eligible for reimbursement, employees must follow the protocol set forth in the School's policy regarding expenditures, a copy of which may be obtained from the School Director. In general, all expenses must have been previously approved in writing by the School Director. All reimbursement forms must be complete and submitted to the School Director.

## **VI. Employee Benefits**

### **A. Vacation**

Exempt employees are not eligible for vacation accrual. Vacation Breaks are included in the academic calendar each year. The School provides vacation benefits to eligible employees to enable them to take paid time off for rest and recreation. The School believes that this time is valuable for employees in order to enhance their productivity and to make their work experience with the School personally satisfying.

All full-time non-exempt employees accrue vacation from the date of hire at the following accrual rates:

<b><u>Years of Continuous Service</u></b>	<b><u>Vacation Accrual</u></b>
Date of hire through fifth year	10/12 of one day for each full month worked up to a maximum of ten days per year (no vacation may be taken during the first six months of employment)
Sixth year through tenth year	15/12 of one day for each full month worked up to a maximum of fifteen days per year
Eleventh year and thereafter	20/12 of one day for each full month worked up to a maximum of twenty days per year

Vacation accruals may not exceed one and a half an employee's current annual entitlement. Once this maximum is reached, all further accruals will cease. Vacation accruals will recommence after the employee has taken vacation and the accrued hours have dropped below the maximum.

No employee will receive pay in lieu of vacation, except as required by law. Employees may not borrow against unearned vacation time.

No vacation accrues during any unpaid leave of absence or while on disability salary continuation. Vacation accruals recommence with the employee returns to work.

On termination of employment, the employee is paid all accrued, unused vacation at the employee's base rate of pay at the time of their termination.

All vacations must be approved in advance by the School Director.

### **B. Paid Leave (Sick and Personal)**

Per California Education Code 44978 full-time exempt employees are entitled to 10 paid days of leave per school year. Non-exempt employees accrue 1 hour of paid sick leave for 30 hours worked. Accrued sick leave does not carry over from school year to school year. The School



does not pay employees in lieu of unused sick leave, nor is sick leave paid out upon termination of employment.

If an illness requires a mandatory quarantine for a specific number of days, exempt employees will not be docked paid leave days.

If you are absent longer than 5 days due to illness, medical evidence of your illness and/or medical certification of your fitness to return to work satisfactory to the School will be required before the School honors any sick pay requests. The School reserves the right to visit you while you are receiving sick pay. If there is evidence of misuse of sick leave, sick pay will not be provided. Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave, if eligible under applicable medical leave law, depending upon the facts and circumstances of the employee's basis for leave beyond the accrued sick leave. Once an exempt employee has exhausted all sick days accrued, the cost of sub pay (up to 50% of their salary) will be used to pay for the sub. This is referred to as differential pay.

### **C. Insurance Benefits**

#### **1. Health Insurance**

In addition to their salary, each certificated employee working half-time or more and all full time classified employees will receive the following health and welfare benefits proportional to the percent of a full-time assignment worked:

- A. Blue Shield Medical Coverage
- B. Guardian Dental coverage
- C. Vision Service Plan

The Health & Welfare Benefit Compensation Package is capped annually as follows: the health and welfare benefits cap will be \$21,528 for the 2024/2025 school year and subsequent school years unless otherwise adjusted by the RCM board of directors.

If medical insurance premium rates are greater than the cap, employees will be required to contribute to cover the gap and retain coverage. Unless otherwise mandated by law, employees on a leave of absence of more than 30 days are responsible for selecting continuing health coverage and paying the premium for such coverage. Failure to timely request and pay for such coverage will result in the loss of coverage.

#### **2. Disability Insurance**

Employees may be eligible for SDI when they are ill or have non-work related injuries, or may be eligible for work related injuries if they are receiving workers' compensation at a weekly rate less than the SDI rate. Specific rules and regulations relating to SDI eligibility are available from the School Director.

### **3. Family Leave Insurance**

Employees covered by the California Disability Insurance program are also covered by the California Paid Family Leave Insurance program. Eligible employees are entitled to receive up to six weeks of wage replacement benefits when they suffer a wage loss for taking time off to care for a seriously ill child, spouse, parent or domestic partner or to bond with a new child within one year of birth or placement of the child in connection with foster care or adoption. Specific rules and regulations relating to Family Leave Insurance are available from the School Director.

### **4. Workers' Compensation Insurance**

Eligible employees are entitled to Workers' Compensation Insurance benefits when suffering from an occupational illness or injury. This benefit is provided at no cost to the employee. See below for a further description of making a claim for Workers' Compensation Insurance benefits.

#### **D. Leaves of Absence**

Redwood Coast Montessori is supportive of staff members requiring leaves of absence due to a variety of reasons. Such leaves should be cleared with the Director, with as much advance notice as possible. Leave will be granted in accordance with state and federal law.

Under certain circumstances, the School may grant leaves of absence to employees. Employees must submit requests for leaves of absence in writing to the RCM Board of Directors as far in advance as is practicable. While on leave, employees should occasionally keep in contact with the School Director and must notify the School Director if the date to return to work changes. If an employee is unable or unwilling to return to work at the expiration of the employee's leave of absence, the person's employment may be terminated. If an employee's leave expires and they fail to return to work without contacting the School Director, it will be presumed that the employee abandoned their position with the School and employment may be terminated.

This Handbook summarizes leave that may be available to employees. Most leave policies have differing requirements for eligibility, duration, benefits, etc. Therefore, employees should contact the School Director to request specific information relating to a particular leave policy.

While out on a leave of absence, employees may not accept employment with another company or person unless agreed to in advance in writing by the School's Board of Directors. Acceptance of employment in violation of this policy will be considered an abandonment of the employee's position with the School, and employment may be terminated. Employees shall not apply for unemployment compensation insurance while out on leave.

#### **1. Pregnancy Disability Leave**

The School complies with the requirements of the California Pregnancy Disability Act, in addition to other family and medical leaves required by law. When an employee is pregnant or has given birth, the School will provide the employee an unpaid leave of absence of up to four

months, as needed, for the period(s) of time the employee is disabled by or recovering from pregnancy, childbirth or related medical conditions.

**a. Eligibility**

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

**b. Reasons to Take Leave**

The employee is entitled to take up to four months of pregnancy disability leave if the employee is disabled by pregnancy, childbirth or a related medical condition. This includes time off needed for prenatal or postnatal care, severe morning sickness, doctor-ordered bed rest, gestational diabetes, pregnancy induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth, loss or end of pregnancy and any related medical condition. Generally, the employee is unable to work at all or is unable to perform any one or more of the essential functions of their job without undue risk to themselves, the successful completion of the 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).

**c. Length 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 forty hours per week, “four months” means 693 hours of leave entitlement, based on 40 hours per week times 17<sup>1/3</sup> weeks.

For employees who work more or less than 40 hours per week, or who work on variable work schedules, the number of working days that constitutes “four months” is calculated on a pro rata or proportional basis. For example, for an employee who works 20 hours per week, “four months” means 346.5 hours of leave entitlement. For an employee who normally works 48 hours per week, “four months” means 832 hours of leave entitlement.

Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee’s healthcare provider. If an employee requires 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 they are qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee’s regular position.

**d. Pay During Pregnancy Disability**

An employee on pregnancy disability leave must use all accrued paid sick leave and may elect to use any or all accrued vacation during the otherwise unpaid leave period. The receipt of vacation pay, sick leave pay or state disability insurance benefits will not extend the length of pregnancy disability leave.

#### **e. Employee Benefits**

When a request for pregnancy disability leave is granted, the School will give the employee written confirmation of their eligibility to continue the various employee benefit plans and, if appropriate, will confirm the arrangements made for the payment of insurance premiums during the leave period.

An employee on pregnancy disability leave remains an employee of the School. When an employee returns from pregnancy disability leave, they will resume her benefits in the same manner and the same level as provided with the leave began, without any new qualification period, physical exam, etc.

While an employee is out on pregnancy disability leave, the School will continue to pay the premiums for eligible employees under the School's group health plan for the duration of the pregnancy disability leave taken. Once the pregnancy disability leave has expired, the employee may, depending upon other leave requirements, be expected to pay for her premiums beyond her pregnancy disability leave. Please check with the School Director to discuss these issues if you anticipate taking leave beyond the four month pregnancy disability leave.

Additionally, if an employee does not return to work after the expiration of the pregnancy disability leave, and the reasons for failure to return to work do not include one of the following: 1) the employee is on CFRA leave; or 2) the continuation, recurrence or onset of a health condition that allowed the employee to take pregnancy disability leave in the first instance or other circumstances beyond the control of the employee, the School reserves the right to recover from the employee the premium the School paid for the employee's group health plan coverage while out on leave.

#### **f. Medical Certifications**

An employee requesting a pregnancy disability leave, transfer or reasonable accommodation must provide medical certification from her healthcare provider on a form supplied by the School, which may be obtained from the School Director. Failure to provide the required certification in a timely manner (within 15 days of the leave request) may result in a denial of the leave request until such certification is provided.

Re-certifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertification can result in delay the employee's continuation of the reasonable accommodation, transfer or pregnancy disability leave.

#### **g. Requesting and Scheduling Pregnancy Disability Leave**

An employee should request pregnancy disability leave by completing a Request for Leave form (available from the School Director) and submitting it to the School Director. An employee asking for a Request for Leave form will be provided a current copy of the School's pregnancy disability leave policy.

Employees should provide not less than thirty (30) days or if such notice is not possible, as soon as is practicable if the need for the leave is foreseeable. Failure to provide such notice is grounds

to delay granting the reasonable accommodation, transfer or leave, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.

Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operation.

In most cases, the School will respond to a pregnancy disability leave request within two days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within five days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing within 5 days 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.

#### **h. Return to Work**

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) because of legitimate business reasons unrelated to the pregnancy disability leave.

If the employee is not reinstated to the same position, they must be reinstated to a comparable position unless there is no comparable position for which the employee is qualified is available.

When a request for pregnancy disability leave is granted to an employee, the School will provide the employee with a guarantee to reinstate the employee to the same position or to a comparable position, unless justified by law. The guarantee will be provided in writing if requested by the employee.

Before an employee will be permitted to return from a pregnancy disability leave of 10 days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work. 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.

#### **2. Medical Leave of Absence**

At the discretion of the School Director an unpaid medical leave of absence may be granted up to 5 days to employees who are not eligible for other leaves. Ask the School Director for information on medical leaves of absence, and any implications unpaid medical leave may have on your eligibility for employee benefits, including medical benefit plan coverage.

#### **3. Personal Leave of Absence**

The School recognizes that special situations may arise where an employee must leave their job temporarily. In the School's sole discretion, the School Director may grant employees unpaid leave of absences. Taking an unpaid personal leave of absence may affect your eligibility for employee benefits, including medical benefit plan coverage. Ask the School Director for information on personal leaves of absence.

4. **Funeral/Bereavement Leave**

Employees who have worked with the School for more than 3 months will be allowed up to 5 working days off to arrange and attend the funeral of an immediate family member. For purposes of this policy, an employee's immediate family member includes a current spouse, parent, legal guardian, sibling, child, current parent-, sister-, or brother-in-law, grandparent, grand child, or domestic partner.

If any employee requires more than 5 days off for bereavement leave, the employee may request additional unpaid leave or may request the opportunity to use any accrued vacation time, which may be granted at the discretion of the School. This leave shall not be deducted from sick leave.

5. **Military Leave of Absence**

The School provides military leaves of absence to employees who serve in the uniformed services as required by the Uniformed Services Employment and Reemployment Rights Act of 1994 and applicable state laws. Leave is available for active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty and for examinations to determine fitness for any such duty. Total military leave time taken may not exceed five years during employment, except in special circumstances.

Advance notice of leave is required. Please inform the School Director and your site supervisor of anticipated military leave time as far in advance as possible. Accrued vacation will be paid during military leave at your request and health plan coverage continuance can be arranged for up to 24 months during military leave if required premium payments are made by you. As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in termination of employment.

Upon a return from military leave up to five years, an employee is entitled to reemployment within two weeks after the employee submits their application for reemployment .

Eligible employees may be entitled to other leave rights related to military leave. Please contact the School Director to understand all leave rights that may be available to you.

6. **Time Off to Attend Child's School Disciplinary Conference**

Any employee who is a parent or legal guardian of a child that has received written notice from the child's school requesting the employed guardian's attendance at a disciplinary conference is entitled to take unpaid leave to attend the conference. Please contact the School Director to determine eligibility and scheduling before taking any leave to attend a disciplinary conference.

7. **Time Off to Serve as Election Official**

Any employee who serves as an election official is eligible for unpaid leave on election day for purposes of service. Please notify the School Director of your commitment to act as election official as far in advance as possible.

**8. Time Off for Jury and Witness Duty**

The School will provide employees unpaid leave to serve as required by law, on a jury or grand jury if the employee provides reasonable advance notice. The School will also provide employees unpaid leave to appear in court or other judicial proceedings as a witness, as permitted by law, to comply with a valid subpoena or other court order. Please notify the School Director of your commitment to serve on a jury or as a witness as far in advance as possible. If applicable, an employee may use accrued vacation leave or sick leave for these purposes.

**9. Time Off for Victims of Domestic Violence**

Employees who are victims of domestic violence or sexual assault will be given time off as necessary in accordance with the law. Employees may be required to provide reasonable advance notice of the need for time off if feasible and documentation establishing the right to such time off may be requested. The School will take all reasonable steps to maintain the confidentiality of any employee requesting domestic violence leave. Please notify the School Director of your need to seek relief as far in advance as possible. If applicable, an employee may use accrued vacation leave or sick leave for these purposes.

**10. Time Off for Victims of Crime**

An Employee who is a victim of certain crimes (violent felonies, felony thefts and serious felonies as defined by law) or is an immediate family member of a victim, is a registered domestic partner of a victim or the child of a registered domestic partner of a victim will be given time off as necessary in accordance with the law. Employees may be required to provide reasonable advance notice of the need for time off if feasible and documentation establishing the right to such time off may be requested. The School will take all reasonable steps to maintain the confidentiality of any employee requesting crime victim leave. Please notify the School Director of your need for time off as far in advance as possible. As applicable, an employee may use accrued vacation leave or sick leave for crime victim leave purposes.

**11. Time Off for Volunteer Firefighters**

Employees who perform emergency duties as volunteer firefighters, reserve peace officers or emergency rescue personnel will be given time off as necessary in accordance with the law. Employees are requested to alert the School Director of their status as volunteer firefighters, reserve peace officers or emergency rescue personnel so that the School will have advanced notice of the employee's potential need to leave the School in the event of an emergency. Any time an employee must perform emergency duties, he/she must notify the School Director before leaving the School's premises.

**12. Time Off for Voting**

Employees who do not have sufficient time outside of their regular working hours to vote in a statewide election may request time off to vote. If possible, employees should make their request at least two days in advance of the election. Up to two hours of paid time off will be provided, at the beginning or the end of the employee's regular shift, whichever will allow the most free time

for voting and the least time off work. Please contact the School Director to request and schedule time off to vote.

### **13. Workers' Compensation Leave**

Employees that are temporarily totally disabled due to a work-related illness or injury will be placed on workers' compensation leave. The duration of your leave will depend upon the rate of your recovery and the business needs of the School. Workers' compensation leave will run concurrently with any other applicable medical leave of absence.

#### **F. Commuter Incentive (Dollar-a-Day Program)**

Redwood Coast Montessori is committed to reducing our carbon footprint. RCM has a Trip Reduction Program that provides incentives to employees to encourage carpools, use of public transportation, biking, and walking as alternatives to riding alone to work. RCM's contribution to the cause for cleaner air is contained within the provisions of the Commuter Incentive Program.

Each day an employee (including student employees) uses an alternate means of transportation by walking, biking, carpooling, or taking public-transportation to work Monday through Friday, they will be paid one dollar per day.

Carpooling is defined as two or more individuals traveling together for the majority (51 percent) of the total trip distance. You may share a ride with another RCM employee, be dropped off by someone, or drop someone off at their work site on the way to school.

Any employee who is a participant in the Commuter Incentive Program via biking or carpooling and who, for some reason, gets "stranded" at work with no available way home, will be eligible for a "guaranteed free ride home." This is arranged through the school director.

Employees are given an opportunity each month to complete a simple online commuter incentive claim form to indicate the days they used an alternate means of transportation. Payment for the Commuter Incentive Program is added to the employee's regular paycheck, once a month (stipend payments will be made for student employees). Whether you participate occasionally or regularly, every little bit counts.

#### **How do I submit a Commuter Incentive claim form?**

Complete the "Dollar-a-Day" claim form, which can be found at:

[https://docs.google.com/forms/d/1B3BV\\_j5NOpwWiifdo99f6fUas7vjN6eM91mPCcCwg\\_k/edit](https://docs.google.com/forms/d/1B3BV_j5NOpwWiifdo99f6fUas7vjN6eM91mPCcCwg_k/edit)

Submit your claim form each month that you participate in the Commuter Incentive Program.



## **VII. Employment Evaluation and Separation**

### **A. Employee Reviews and Evaluations**

Each employee will receive periodic performance reviews conducted by the site supervisor. Performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties or recurring performance problems. Newly hired employees will have their performance reviewed annually for the first three years of employment. After those first three years, performance evaluations will occur on a three-year cycle, unless the RCM school board requests the director or site supervisor to conduct more frequent evaluations.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions or retention of your job. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with the site supervisor, and that you are aware of its contents. The evaluation system in no way alters the at-will employment relationship.

Newly hired employees will have their performance goals reviewed by the site supervisor within the first 90 days of employment.

### **B. Discipline and Involuntary Termination**

Violation of the School's policies and rules may warrant disciplinary action, which may take multiple forms, including verbal warnings, written warnings, suspensions or termination. The School's disciplinary system is informal and the School may, in its sole discretion, utilize any form of discipline it deems appropriate under the circumstances, up to and including termination of employment upon the first offense.

### **C. Voluntary Termination**

Either the employee or the School may terminate the employment relationship at any time, with or without prior notice and with or without cause. If the employee decides to terminate the employment relationship, any and all stipulations outlined in the employment contract will be enacted. While it is not required, the School requests that employees electing to resign to give as much advance notice as possible (preferably two weeks) to allow the School to plan for your departure.

### **D. Exit Interview Procedure**

Redwood Coast Montessori appreciates receiving candid opinions of the employee's employment. An exit interview will be scheduled on the last day of work with the site supervisor. The purpose of the exit interview is to ensure that all necessary forms are completed,

to collect any company property (including keys, equipment, documents and records) that may be in the employee's possession, to review the employee's obligations regarding confidential information, and to provide the employee with the opportunity to make any constructive comments and suggestions on improving the working environment at the School. Final pay will be provided in accordance with state law.

**E. Employment Verification**

All requests for employment verifications must be promptly directed to the site supervisor. When contacted for employment verification, the School will provide information concerning dates of employment and the title of the last position held. Other employees may not provide any employment verifications.

# APPENDIX A: Expectations Regarding Extracurricular Events for Staff

(last updated March 2024)

<b>M</b>	Manila Campus
<b>A</b>	Arcata Campus

Campus	Event	Expectations	Compensation
M	Beginning of the year Intro meeting for parents (examples: Welcome potluck, Back to school night, info meeting, orientation, etc.)	Teachers are expected to attend and must be prepared to present info to parents. Presentation will include information about the Montessori approach.  TK/K will host a drop-in “look at the classroom, meet the teacher” event before school starts and an orientation meeting in the evening.	This is an expected event, part of contracted pay for teachers.  Assistants’ attendance is optional and paid.
A	Social/Community Building events in the evening / weekends such as: <i>Grandparents Day Ice Cream Social, After-school dances, cosmic tea party, etc., MCSD events: (Fall dinner, Winter event, Spring event), Trivia Night, Talent Show, Open Mic night, Game nights, Sporting Events, etc.</i>	All staff are encouraged to attend one or more in order to build community with the students/families that you work with.	There is no compensation for attendance.
M	Song Circle International Day of Peace Fox Trot Peacemaker Lunch Moving Up Ceremony	These all-school community events happen during the school day. All staff members are expected to participate in some way (set up, presentations, student management, parent interaction, clean up.)	This is part of contracted pay for teachers.
M	Parent Conference Week	Teachers of grades TK-8 are expected to meet with ALL parents at least twice a year to discuss student progress. Minimum days provide time within contract hours for these meetings. There is no requirement for after-hours meetings, although it is a courtesy to offer at least one day where late meetings are offered.	This is part of contracted pay for teachers.
A	Student Led Conferences	High School students participate in student-led conferences twice in a school year. Teachers are expected to equally share the duty of student led conferences.	This is part of contracted pay for teachers.
M	Celebrations of Learning (COL)	Teachers in all levels are expected to support students in the portfolio process, including participating in the Celebrations of Learning in the Spring. COL meetings will be scheduled during the school day.	This is part of contracted pay for teachers.

A	Presentations of Learning (POL)	Teachers in all levels are expected to support students in the portfolio process. Students will ask certain staff to participate in POLs. The expectation is that teachers will participate in a POL if requested by a student.	This is part of contracted pay for teachers.
A	Three exhibitions per year	Teachers are expected to attend and must have all exhibits set up ahead of time and students appropriately prepared	This is an expected event, part of contracted pay for teachers.
M	Montessori Model United Nations (MMUN)	Upper El and Adolescent teachers are expected to provide and support on-going challenging coursework for students in upper grades; MMUN fulfills this expectation.	If this project includes travel or regular, after-school meetings, a stipend will be provided.
A	Camping Trips	Teachers in Upper El and Adolescent classes are expected to lead a one-night overnight camping trip and a two-night camping trip, one in the Fall and one in the Spring.	This is an expected event, part of contracted pay for teachers in grades 1-8.
M		Lower El teachers are expected to lead a one-night overnight camping trip in the Spring.	Assistants will be paid for 8 hours each day of attendance.
A	Athletics: Volleyball, Basketball, Tennis, Track, Soccer	Organize a team, run practices, communicate with parents, work with the league to schedule games, attend games, submit game blurbs for the Bark. Coach Responsibilities <a href="#">here</a> .	Advisors of recurring sports activities will be paid a stipend equalling roughly \$500 per season.
M			
A	After-school Clubs	Organize club activities and learning opportunities and moderate students in club meetings and student leadership. Attend club-related events.	Advisors of recurring club activities will be paid a stipend equalling roughly \$500 per trimester.
M			
A	SST/IEP Meetings	Teachers are expected to attend ALL SST/IEP meetings for students in their class.	This is part of contracted pay for teachers.
M		SST/IEP meetings may be scheduled during the school day (with assistants providing coverage) or after school hours.	
M	Peaceful Winter Concert	Teachers are expected to attend and must be prepared support students in participating appropriately  Assistants attendance optional and paid.	This is part of contracted pay for teachers. There is no compensation for attendance for certificated staff.
A	Prospective Parent Info Meetings in December (Arcata) and January (Manila)	These meetings are to introduce our school to prospective parents/students. Certificated staff are required to attend at least one.	This is part of contracted pay for teachers. Classified may attend for hourly compensation.
M			

A	Are You Feeling Saucy?	This is our one major fundraiser put on by FoRCM. <b>All staff are expected to contribute in some way</b> (attending to eat, making a sauce, volunteering time, donating an auction item)	There is no compensation for attendance.
M			
M	Kinetic Sculpture Race Event	This is a fundraiser for Adolescent class as well as independent student vendors. It is also a community building event.  Teachers and Assistants may attend, if they like.	There is no compensation for attendance.
M	8th grade Gratitude ceremony	Manila adolescent teachers choose to lead this event for Manila adolescents. Other staff may attend, if they like, as a community building event.	There is no compensation for attendance.
A	High School Graduation	<b>All RCM High School staff members are expected to attend</b>  Arcata Adolescent and Manila staff may attend, if they like, as a community building event.	There is no compensation for attendance.
M			
A	<b>Staff Social Events:</b> TGIF, Game nights, White Elephant Gift Exchange, End of the Year Social Gathering	Anyone may attend, if they like.	There is no compensation for attendance.
M			
A	Leadership Team	The leadership committee is open to all employees and is designed to provide staff the opportunity to engage with the development of RCM and the larger school community, including working on the LCAP and WASC  -Attend 4 Leadership meetings per year -Attend at least 2 Advisory Committee (AC) meetings per year -Meetings will be held in-person with an option for attending via Zoom -The leadership team needs to have representation from both campuses, in proportion to the number of students at those campuses. (ie $\frac{2}{3}$ , $\frac{1}{3}$ )	\$750/year stipend
M			
M	Enrichment sessions offered for students during some breaks	Not required. Staff may sign up if they are interested in working.	Staff who are paid hourly will get their usual hourly rate. Staff who are salaried will be prorated for the number of days worked.

## APPENDIX B: Salary Schedules

<b>RCM Certificated Pay Scale</b>					
<b>Step</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>
	<b>BA/BS</b>	<b>BA/BS</b>	<b>MA/MS</b>	<b>MA/MS</b>	
	<b>No Montessori Certificate</b>	<b>Montessori Training</b>	<b>No Montessori Certificate</b>	<b>Montessori Training</b>	
<b>1</b>	35,328	39,922	40,520	42,371	53,035
<b>2</b>	35,858	40,521	41,128	43,007	53,831
<b>3</b>	36,396	41,129	41,745	43,652	54,638
<b>4</b>	36,942	41,746	42,371	44,306	55,458
<b>5</b>	37,496	42,372	43,006	44,971	56,289
<b>6</b>	38,058	43,007	43,652	45,646	57,134
<b>7</b>	38,629	43,652	44,306	46,330	57,991
<b>8</b>	39,209	44,307	44,971	47,025	58,861
<b>9</b>	39,797	44,972	45,645	47,731	59,744
<b>10</b>	40,394	45,646	46,330	48,447	60,640
<b>11</b>	41,000	46,331	47,025	49,173	61,549
<b>12</b>	41,615	47,026	47,730	49,911	62,473
<b>13</b>	42,239	47,731	48,446	50,660	63,410
<b>14</b>	42,872	48,447	49,173	51,419	64,361
<b>15</b>	43,515	49,174	49,911	52,191	65,326
<b>16</b>	44,168	49,912	50,659	52,974	66,306
<b>17</b>	44,831	50,660	51,419	53,768	67,301
<b>18</b>	45,503	51,420	52,191	54,575	68,310
<b>19</b>	46,186	52,192	52,973	55,393	69,335
<b>20</b>	46,879	52,975	53,768	56,224	70,375
<b>21</b>	47,582	53,769	54,575	57,068	71,430
<b>22</b>	48,295	54,576	55,393	57,924	72,502
<b>23</b>	49,020	55,394	56,224	58,792	73,589
<b>24</b>	49,755	56,225	57,067	59,674	74,693
<b>25</b>	50,501	57,069	57,923	60,569	75,814
<b>26</b>	51,259	57,925	58,792	61,478	76,951
<b>27</b>	52,028	58,794	59,674	62,400	78,105
<b>28</b>	52,808	59,675	60,569	63,336	79,277
<b>29</b>	53,600	60,571	61,478	64,286	80,466
<b>30</b>	54,404	61,479	62,400	65,251	81,673
<b>31</b>	55,220	62,401	63,336	66,229	82,898
<b>32</b>	56,049	63,337	64,286	67,223	84,141
<b>33</b>	56,890	64,287	65,250	68,231	85,404
<b>34</b>	57,743	65,252	66,229	69,255	86,685
<b>35</b>	58,609	66,230	67,223	70,293	87,985

<b>RCM Classified Hourly Pay Scale</b>								
<b>Step</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>
	<b>Classified Aide</b>		<b>Director/Manager</b>		<b>Cook</b>	<b>Custodian</b>	<b>Art/Music/ Language</b>	
	<b>no BA/BS</b>	<b>BA/BS</b>	<b>no BA/BS</b>	<b>BA/BS</b>			<b>no BA/BS</b>	<b>BA/BS</b>
<b>1</b>	12.20	12.50	14.78	15.44	13.25	15.69	30.00	30.50
<b>2</b>	12.39	12.69	15.00	15.68	13.45	15.93	30.45	30.96
<b>3</b>	12.57	12.88	15.22	15.91	13.65	16.17	30.91	31.42
<b>4</b>	12.76	13.07	15.45	16.15	13.86	16.41	31.37	31.89
<b>5</b>	12.95	13.27	15.68	16.39	14.06	16.66	31.84	32.37
<b>6</b>	13.15	13.47	15.92	16.64	14.27	16.91	32.32	32.86
<b>7</b>	13.34	13.67	16.16	16.89	14.49	17.16	32.80	33.35
<b>8</b>	13.54	13.87	16.40	17.14	14.71	17.42	33.30	33.85
<b>9</b>	13.75	14.08	16.64	17.40	14.93	17.68	33.79	34.36
<b>10</b>	13.95	14.29	16.89	17.66	15.15	17.94	34.30	34.87
<b>11</b>	14.16	14.51	17.15	17.92	15.38	18.21	34.82	35.40
<b>12</b>	14.38	14.72	17.40	18.19	15.61	18.49	35.34	35.93
<b>13</b>	14.59	14.95	17.67	18.47	15.84	18.76	35.87	36.47
<b>14</b>	14.81	15.17	17.93	18.74	16.08	19.04	36.41	37.01
<b>15</b>	15.03	15.40	18.20	19.02	16.32	19.33	36.95	37.57
<b>16</b>	15.26	15.63	18.47	19.31	16.57	19.62	37.51	38.13
<b>17</b>	15.49	15.86	18.75	19.60	16.81	19.91	38.07	38.70
<b>18</b>	15.72	16.10	19.03	19.89	17.07	20.21	38.64	39.28
<b>19</b>	15.95	16.34	19.32	20.19	17.32	20.52	39.22	39.87
<b>20</b>	16.19	16.59	19.61	20.49	17.58	20.82	39.81	40.47
<b>21</b>	16.44	16.84	19.90	20.80	17.85	21.14	40.41	41.08
<b>22</b>	16.68	17.09	20.20	21.11	18.11	21.45	41.01	41.70
<b>23</b>	16.93	17.34	20.50	21.43	18.39	21.78	41.63	42.32
<b>24</b>	17.19	17.60	20.81	21.75	18.66	22.10	42.25	42.96
<b>25</b>	17.45	17.87	21.12	22.08	18.94	22.43	42.89	43.60
<b>26</b>	17.71	18.14	21.44	22.41	19.23	22.77	43.53	44.25
<b>27</b>	17.97	18.41	21.76	22.75	19.51	23.11	44.18	44.92
<b>28</b>	18.24	18.69	22.09	23.09	19.81	23.46	44.84	45.59
<b>29</b>	18.52	18.97	22.42	23.43	20.10	23.81	45.52	46.28
<b>30</b>	18.79	19.25	22.75	23.78	20.40	24.17	46.20	46.97
<b>31</b>	19.08	19.54	23.10	24.14	20.71	24.53	46.89	47.67
<b>32</b>	19.36	19.83	23.44	24.50	21.02	24.90	47.60	48.39
<b>33</b>	19.65	20.13	23.79	24.87	21.34	25.27	48.31	49.11
<b>34</b>	19.95	20.43	24.15	25.24	21.66	25.65	49.03	49.85
<b>35</b>	20.25	20.74	24.51	25.62	21.98	26.04	49.77	50.60
<b>36</b>	20.55	21.05	24.88	26.01	22.31	26.43	50.52	51.36
<b>37</b>	20.86	21.36	25.25	26.40	22.65	26.82	51.27	52.13
<b>38</b>	21.17	21.68	25.63	26.79	22.99	27.22	52.04	52.91
<b>39</b>	21.49	22.01	26.02	27.20	23.33	27.63	52.82	53.70
<b>40</b>	21.81	22.34	26.41	27.60	23.68	28.05	53.62	54.51

## **APPENDIX C: Job Descriptions**

*For the most up to date job descriptions, please see the following file in Google Drive.*

[Job Description Folder](#)



**ACKNOWLEDGEMENT OF HANDBOOK AND AT WILL EMPLOYMENT**

I acknowledge that I have received Redwood Coast Montessori’s Employee Handbook. I have read the Handbook and understand the contents of the Handbook. I agree to abide by all of the School’s policies.

I understand and agree to my at-will employment status as described in the Handbook, summarized as follows:

- This Handbook does not in any way reflect a contract of employment, either expressed or implied between me and the School.
  
- The School is an at-will employer. I am free to terminate the employment relationship with the School at any time; the School, in its sole discretion, also reserves the right to modify or terminate the employment relationship with me for any or no reason at any time. Specifically, the School may modify all terms of employment including any policy or practice and/or my hours, wages, working conditions, job assignments, position title, compensation rates and benefits in its sole discretion.
  
- Nothing in this Handbook creates, or is intended to create, a promise or representation of continued employment or guaranteed terms and conditions of employment for me. Further, there is no agreement, express or implied, written or verbal, between the employee and the School for any specific period of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment.

I understand that other than the School Director, no supervisor or representative of the School has the authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will. I understand that only the School Director has the authority to make any such agreement and then only in writing signed by the School Director.

Employee’s Name: \_\_\_\_\_

Employee’s Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# RCM School Board



Agenda Item: F4

Discussion of concerns regarding campus safety

Department/Program:

School wide

Background Information:

Following two incidents that involved the Humboldt County Sheriff's Department, a discussion of campus safety was requested by a member of the school board.

Recommendation:

Receive feedback from RCM administration and discuss campus safety

Fiscal Implications:

None

Contact Person:

Bryan Little