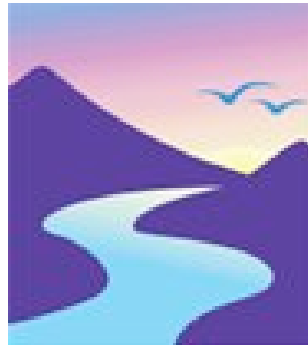


Journey School – Policy
2009- 2010 Employee Handbook

JS Board Introduced Date: Aug. 20, 2009
JS Board Approved Date: Oct. 22, 2009
JS Board Revised Date: _____
JS Board Reviewed Date: _____

Policy Section 7 No.: 7.3
This Policy replaces all previous policies on this subject
File Name: JS Policy Employ HB.091022.doc
Pages 63

JOURNEY SCHOOL
2009-2010 EMPLOYEE HANDBOOK



27102 Foxborough Aliso Viejo, CA 92656 • (949) 448-7232 phone • (949) 448-7256 fax
Website: www.journeyschool.net

Journey School does not discriminate on the basis of race, color, gender, national or ethnic origin, or sexual orientation in its educational policies, admission policies or any administered programs.

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK, SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE ADMINISTRATOR, AND KEEP A COPY OF THIS STATEMENT FOR YOUR RECORDS.

EMPLOYEE NAME: _____

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of Journey School's policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with Journey School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

I understand that other than the Board of Journey School, no person has 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; only the Journey School Council has the authority to make any such agreement and then only in writing signed by the Journey School Council President.

Employee's Signature: _____ Date: _____

Please sign/date this copy, tear out, and return to JS.

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK, SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE ADMINISTRATOR, AND KEEP A COPY OF THIS STATEMENT FOR YOUR RECORDS.

EMPLOYEE NAME: _____

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of Journey School's policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with Journey School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

I understand that other than the Board of Journey School, no person has 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; only the Journey School Council has the authority to make any such agreement and then only in writing signed by the Journey School Council President.

Employee's Signature: _____ Date: _____

Please retain this copy for your records.

TABLE OF CONTENTS

SECTION I: INTRODUCTION TO HANDBOOK	1
Amendment to Employee Handbook	1
SECTION II: PHILOSOPHY & HISTORY OF JOURNEY SCHOOL	2
Underlying Philosophy.....	2
The Origin and History of Journey School	3
What is a charter school?.....	4
SECTION III: CONDITIONS OF EMPLOYMENT	5
Equal Employment Opportunity Is Our Policy	5
Policy Prohibiting Harassment and Sexual Harassment	5
Whistleblower Policy	8
Employment At-Will.....	8
Employment Classifications/Definitions.....	9
Waldorf Background.....	9
Alcohol, Tobacco, and Drug-Free Workplace.....	10
Work Schedule.....	10
Meal Periods	10
Attendance and Tardiness	11
Time Cards/Records.....	11
Equipment Use.....	11
Email Policy & Procedures	11
Personal Business	13
Conflict of Interest	13
Standards of Dress, Speech and Conduct for Faculty Members	13
Confidentiality	14
Automobile Insurance	14
Employee/Student Interaction Policy.....	14
SECTION IV: RECRUITMENT, SELECTION, HIRING AND EVALUATION	17
Offer of Employment	17
Qualifications.....	17
Employment of Minors	17
Rehiring of Presently Employed Teachers.....	17
Recruitment Procedures for Faculty	17
Teacher Search Committee.....	18
Hiring Process.....	18
Part-time Faculty & Assistant Personnel	21
Administrative Staff.....	21
Clerical and Administrative Support Staff.....	21
Appointment of Positions.....	22
Job Descriptions.....	22

SECTION V: THE WORKPLACE	23
Health and Safety Policy	23
Criminal Background Checks.....	23
Tuberculosis Testing	24
CPR/First Aid	24
Security Protocols	24
Visitor Policy	24
Occupational Safety	25
Accident/Incident Reporting	25
Reporting Fires and Emergencies	25
Facilities	25
Campus/Playground Safety	26
Student Health	27
Volunteer and Field Trip/Off Campus Safety	27
Parental Responsibilities	27
SECTION VI: EMPLOYEE COMPENSATION AND BENEFITS.....	29
Pay Policy	29
Pay Reviews in General	29
Paydays.....	29
Payroll Withholdings	29
Overtime Pay	29
Expenses and Reimbursements.....	30
Benefits.....	30
COBRA Benefits	31
SECTION VII: PERSONNEL EVALUATION AND RECORD KEEPING	33
Employee Reviews and Evaluations	33
Responsibilities of Pedagogical Council.....	33
Outside Evaluator.....	33
Ongoing Internal Evaluation	33
Evaluation and Teacher Support Plan.....	34
Evaluation of Administrative Staff	34
Personnel Files and Record Keeping Protocols.....	35
SECTION VIII: LEAVES AND ABSENCES.....	36
Staff Paid Holidays	36
Faculty Free Time	36
Staff Leave.....	36
Administrative and Other Staff Vacation Time	37
Unpaid Leave of Absence	37
Family Care and Medical Leave	38
Pregnancy Disability Leave.....	43
Industrial Injury Leave (Workers' Compensation).....	46
Military and Military Spousal Leave of Absence.....	48

**Journey School – Policy
2009- 2010 Employee Handbook**

JS Board Introduced Date: Aug. 20, 2009
JS Board Approved Date: Oct. 22, 2009
JS Board Revised Date: _____
JS Board Reviewed Date: _____

Policy Section 7 No.: 7.3
This Policy replaces all previous policies on this subject
File Name: JS Policy Employ HB.091022.doc
Pages 63

Bereavement Leave	48
Jury Duty or Witness Leave	48
Voting Time Off	49
Returning From Leave of Absence	49
SECTION IX: DISCIPLINE AND TERMINATION OF EMPLOYMENT	50
Standards of Professional Conduct	50
Disciplinary Action	50
Notice of Separation.....	50
Basis for Separation	50
Payment of Final Wages	51
Exit Interview	51
Reference Requests	52
SECTION X: INTERNAL COMPLAINT REVIEW	53
Conflict Resolution	53
Grievance Committee.....	54
JS Communication Process When Conflicts Arise	54
APPENDIX A: SEXUAL HARASSMENT COMPLAINT FORM	
APPENDIX B: COMPLAINT FORM	

SECTION I INTRODUCTION TO HANDBOOK

This Handbook is designed to help employees get acquainted with Journey School (hereinafter referred to as “JS” or the “School”). It explains some of our philosophies and beliefs, and describes in general terms, some of our employment guidelines. Although this Handbook is not intended to be an exclusive or comprehensive policies and procedures manual, we hope that it will serve as a useful reference document for employees throughout their employment at the School. In no way does the Handbook replace any official plan documents (e.g., health insurance, retirement plan, etc.) or insurance contracts, which will govern in all cases.

Employees must sign the acknowledgment form at the beginning of this Handbook and return it to the Administrator. This will provide the School with a record that each employee has received this Handbook.

Amendment to Employee Handbook

This Employee Handbook contains the employment policies and practices of JS in effect at the time of publication.

Consistent with any applicable legal requirements, JS reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer. Modifications to this Handbook must be approved by the Journey School Council.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way change or alter the provisions of this Handbook.

SECTION II

PHILOSOPHY & HISTORY OF JOURNEY SCHOOL

1. All Journey School employees, including faculty, staff, board members, and in some cases volunteers are responsible for reading and understanding the information contained in this Handbook.
2. This Handbook outlines current engagement policies and benefits. JS reserves the right to change, replace or eliminate any or all of these policies and benefits as it deems necessary from time to time.
3. The contents of the Handbook are confidential and should not to be disclosed to any person not affiliated with JS.
4. An employment contract^[mgd1], together with the policies in this Handbook (as modified from time to time in writing by JS), constitutes the sole basis of employment with JS, to the exclusion of any other statements, promises or representations. Without limiting the generality of the foregoing, there are no implied covenants of good faith or fair dealing or implied commitments to terminate only for cause, all such covenants and commitments being expressly disclaimed.
5. Federal and state regulations relating to the workplace are posted in the main office. Memos regarding school events and other official business will be distributed to employee mailboxes.
6. Volunteer workers are expected to comply with appropriate parts of this Handbook; employees should encourage them to do so. If in doubt consult the Administrator or the Faculty Chairperson.
7. If you have comments, which would help us in the revision of this Handbook to achieve a higher level of clarity, warmth and usefulness, please give them to the Administrator or any staff member of the school.

Underlying Philosophy

At Journey School the teachers are committed to educating the whole child and endeavor to foster the unfolding of each child's full potential. They use pedagogical methods that nurture and inspire creativity, critical thinking, and motivated learning based on Waldorf education, named after the first school, the Waldorf School in Stuttgart, Germany, that used such pedagogy. Our Waldorf methods curriculum places equal emphasis on a solid academic foundation, artistic expression, social development, and attention to the inner life of the child. An integrated thematic approach to learning emphasizes a child's relationship to the natural world while promoting respect for the environment and humankind. Our teachers nurture the imagination in the early years in order to build a foundation for abstract thinking. The children experience wonder, reverence, and enthusiasm for learning throughout their years at Journey School, and as

a result, emerge with a commitment to social responsibility and the potential to impart direction and purpose to their lives. The primary goal of Journey School is to nurture the whole child with the objective of enabling students to become self-motivated, competent, life-long learners. Our graduates will move forward on their life-long journey equipped with an enthusiasm for learning and the courage to meet life's challenges.

In order to foster a close and profound relationship with each child, the class teacher ideally leads the same group of children from grade one through eight. Other skilled professionals also teach the students some of the specialty subjects. Based on a pedagogical model of the developing child, each grade has specific areas of study suited for that developmental age. Within this framework, the teachers present the subject matter integrating Waldorf methods with other educational practices tailored to the learning needs of each child.

Journey School is based upon:

- a developmental approach
- a hands-on, creative, Steiner-inspired educational program
- a classical and innovative curriculum
- a strong sense of community
- a high degree of parent participation
- a close, long-term relationship with teachers
- a cooperative learning experience
- a strong focus on respect, responsibility and compassion

The Origin and History of Journey School

The idea for Journey School was conceived in 1998 by a group of committed parents in South Orange County, who believed they could offer a distinct educational choice by using Waldorf teaching methods. Waldorf education, the fastest growing independent school movement in the world, operates under the philosophy that in order to develop critical thinking a child needs an active and creative imagination. Within the Journey School classroom, teachers masterfully blend academic and artistic disciplines so that the whole child is involved in every aspect of learning. This integration of the mind, body and heart allows each child to reach his or her full potential while preserving the natural joy of learning and developing a life-long love for it.

On February 14, 2000, Capistrano Unified School District (CUSD) approved Journey School's Charter making it the first charter school in the district. The school opened in September 2000 with two kindergarten classes and one class each of grades one through three. Journey School's charter was renewed by CUSD on May 23, 2005 until June 2010, for Kindergarten through sixth grade. Grades seven and eight were approved by CUSD in November 2005. The school is now serving kindergarten through grade eight.

Since its inception in 2000, Journey has leased its site from CUSD, having made its home on four (4) different campuses, in San Juan Capistrano, San Clemente and currently in Aliso Viejo. The long-term goal for the school is to purchase or lease its own property in southern Orange County. With the dedicated effort of parents, community, teachers and the administration, we

endeavor to accomplish this goal by incorporating it into an overall strategic plan to be completed by the end of the 2009-10 academic year.

Journey School is Orange County's fifth charter school and its first community-initiated charter.

What is a charter school?

A charter school is a publicly funded entity operating free from many of the regulations under which traditional public schools operate. Specifically, a charter school is a legally and fiscally autonomous educational entity operating within the public school system under a charter or contract. The concept is aimed at producing increased responsiveness to the desires and interests of parents, students and teachers, and provides greater opportunities for innovation in school management and education.

To become a charter school, a written charter that explains how the school will be run, what will be taught, how success will be measured and what students will achieve must be submitted and approved by the sponsoring school district. Charters are granted for five-year periods; to guarantee renewal, charter schools must prove that they are achieving their stated goals and outcomes.

SECTION III CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Is Our Policy

JS is an equal opportunity employer. It is the policy of JS to afford equal employment and advancement opportunity to all qualified individuals without regard to race, creed, color, religion, national origin, ancestry, sex, sexual orientation, age, physical or mental disability, 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.

JS will comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability.

If you believe that there has been a violation of the EEO policy or harassment based on the School's ethics policy, including sexual harassment as outlined below, please use the complaint procedure outlined herein. JS expects employees to make a timely complaint to enable the school to promptly investigate and correct any behavior that may be in violation of the policy.

1. Report an incident to the Administrator who will investigate the matter and take appropriate corrective action. Your complaint will be kept as confidential as is practical under the circumstances. If you feel that you cannot speak to this individual about your complaint, you should report the incident to the School Council President.
2. If JS determines that an employee's behavior is in violation of this policy, appropriate disciplinary action will be taken against the offending employee, up to and including termination of employment. JS prohibits retaliation against an employee for filing a complaint under this policy or for assisting in a complaint investigation.

Policy Prohibiting Harassment and Sexual Harassment

JS is committed to providing a work and educational atmosphere that is free of unlawful harassment. JS's policy prohibits sexual harassment and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, creed, color, gender, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation. JS will not condone or tolerate harassment of any type by any employee, independent contractor or other person with which JS does business with. This policy applies to all employee actions and relationships, regardless of position or gender. JS will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted.

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes, derogatory comments or slurs;

- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Deferential or preferential treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment

In accordance with existing policy, discrimination on the basis of gender in education institutions is prohibited. All persons, regardless of the gender, are afforded equal rights and opportunities and freedom from unlawful discrimination in education programs or activities conducted by JS.

JS is committed to provide a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consist of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature when: (1) submission of the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against him or her against another individual.

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff will receive sexual harassment training and/or instruction concerning sexual harassment in the workplace as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Employees and students are expected to act in a positive and professional manner and to contribute to a productive School environment that is free from harassing or disruptive activity. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Administrator. See Appendix A for the "Sexual Harassment Complaint Form." See Appendix B for the general "Complaint Form."

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults and

- Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
 - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
 - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
 - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work.
 - Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
 - Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy.

Complainants and witnesses under these policies will be protected from further harassment and will not be retaliated against in any aspect of their employment due to their participation, filing of a complaint or reporting sexual harassment.

JS will investigate complaints promptly and provide a written report of the investigation and decision as soon as practicable. The investigation will be handled in as confidential a manner as possible consistent with a full, fair, and proper investigation.

While in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities.

Whistleblower Policy

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

All directors, officers, employees, and volunteers of JS have a responsibility to report any action or suspected action taken within JS that is illegal, unethical or violates any adopted policy of JS. Anyone reporting a violation must act in good faith, without malice to JS or any individual at JS and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith report a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action.

Employment At-Will

Except if stated expressly otherwise by employment contract, it is the policy of JS that all employees are considered “at-will” employees of the School. Accordingly, either JS or the employee can terminate this relationship at any time, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, JS memoranda or other materials provided to employees in connection with their employment shall require JS to have “cause” to terminate an employee or otherwise restrict JS’s right to release an employee from their at-will employment with the School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict JS’s right to terminate at-will. No School representative, other than the JS Council or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with JS that are not consistent with JS’s policy regarding “at will” employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, JS memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices shall create neither an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

Employment Classifications/Definitions

- **Exempt:** These employees are exempt from overtime pay according to the law. (Examples are: Administrators and teaching professionals).
- **Non-Exempt:** Non-Exempt employees are subject to the daily record keeping and overtime requirements of applicable federal and state laws.
- **Full-time:** Any non-faculty staff member who is expected to work, at least, forty (40) hours per week on an on-going, regular basis. Full-time faculty is expected to work at least twenty four (24) contact hours per week when school is in session. Full-time employees are usually salaried.
- **Part-time:** Any non-faculty staff member who works, on a regular, on-going basis, a fixed number of hours that is less than forty (40) per week. Part-time faculty are expected to work a fixed number of contact hours per week, based on their employment agreement, when school is in session, that is less than the full-time minimum of twenty four (24) contact hours per week.
- **Hourly:** Staff members that are paid a fixed amount for every hour worked. They are not paid for vacation, sickness or holidays.
- **Salaried:** These employees receive a fixed sum per month plus benefits.
- **Staff:** Refers in general to all persons engaged, in some capacity or another, to work for JS.
- **Eligible Employees:** Employees contracted for 30 hours or more are eligible for .JS's benefit plan.
- **Current Employment Classifications:** The current employees are classified in one of the following categories:
 - **Full-time Faculty:** Exempt and salaried
 - **Part-time Faculty:** Exempt and salaried
 - **Part-time Faculty:** Exempt and hourly paid
 - **Full-time Administrator(s):** Exempt and salaried
 - **Instructional Assistants:** Non-exempt and paid hourly
 - **Part-time Secretarial:** Non-exempt and paid hourly
 - **Consultants/Independent Contractors:** Consultants and Independent Contractors are not employees and, as such, cannot be eligible for benefits.

Waldorf Background

JS in all cases seeks faculty and administration who hold Waldorf education certificates or who have knowledge of Waldorf education and will begin the process of Waldorf training within the first year of employment, generally to be completed within three (3) years of the start date.

Alcohol, Tobacco, and Drug-Free Workplace

Use of any consciousness altering substance is contrary to the aims of JS. No employee or contractor is allowed to smoke or possess, or use drugs or drink alcohol on our campus or at any school event where students are present. JS will be maintained as a smoke-free and alcohol-free workplace. **(Please make sure that parent volunteers are aware of this policy AND that it applies to all Journey School events where children are present, including camping trips.)**

Our policy regarding the work-related effects of alcohol/tobacco/drug use and the unlawful possession of controlled substances on school premises is as follows:

- a. Employees are expected and required to report to work on time and in appropriate mental and physical condition for work. It is our intent and obligation to provide an alcohol/tobacco/drug-free, healthful, safe and secure work environment.
- b. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance on JS premises or while conducting JS business is absolutely prohibited. Violations of this policy will result in suspension and other disciplinary action, up to and including termination, and may have legal consequences.
- c. JS recognizes alcohol or drug dependency as an illness and a major health problem. JS also recognizes alcohol and drug abuse as a potential health, safety and security problem. Employees needing help in dealing with such problems are encouraged to use our health care plan, or other available programs as appropriate. Participation in substance-abuse rehabilitation or other program may become a condition of continued employment.
- d. Employees must, as a condition of employment, abide by the terms of the above policy and report any conviction under a criminal drug statute for violations occurring on or off school premises while conducting school business. A report of a conviction must be made within five (5) days after the conviction. (This requirement is mandated by the Drug Free Workplace Act of 1988.).

Work Schedule

Business hours of JS are 8:00 a.m. to 4:00 p.m., Monday through Friday. During the summer and two-week breaks, the office hours are 9:00 a.m. to 3:00 p.m., Monday through Friday. Administrative staff may be required to work additional hours. Full-time faculty will make themselves available (by schedule) for summer support. The regular workday schedule for non-exempt employees is eight (8) hours; the regular workweek schedule is forty (40) hours. Exempt employees are also generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

Meal Periods

Non-exempt employees who work a minimum of five (5) hours per day are entitled to a half (1/2) hour lunch break. Full-time, non-exempt employees are entitled to a one (1) hour lunch

break. Non-exempt employees who work a minimum of four (4) hours per day are entitled to a ten (10) minute break. Lunch breaks must be scheduled as close to the noon hour or midpoint in the workday as possible, consistent with the need of JS to provide continuous services. JS employees are expected to observe assigned working hours and the time allowed for meal and rest periods. Employees may not leave the premises during rest periods and may not take more than ten (10) minutes for each rest period. Employees may leave the premises during the meal period. The Administrator should be aware of and approve your scheduled meal periods.

Attendance and Tardiness

All employees, whether exempt or non-exempt, are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affects JS's ability to implement its educational program and disrupts consistency in students' learning.

If you find it necessary to be absent or late, you are expected to telephone the Administrator as soon as possible but no later than one-half hour before the start of the workday. If you are absent from work longer than one day, you are expected to keep the Administrator sufficiently informed of your situation.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will employment with the School. Absence for more than three (3) consecutive days without notifying the Administrator will be considered a voluntary resignation from employment.

Time Cards/Records

Time records will be completed by all hourly paid employees, which will record their time worked, days absent, holidays and vacation time taken. Time records, for hourly paid employees, will be signed by the employee and the Administrator or designee.

Equipment Use

After hours use of equipment on premises must be authorized by the Administrator or by the person responsible for the equipment in question. In general, our photocopier is for school use only. If you have a large amount of copies to make, it is recommended that you take them to a printer. Personal photocopies are to be paid for by the employee. Please notify the office staff when you make personal photocopies.

Email Policy & Procedures

Email is an efficient, useful method of communication which can be tremendously helpful in transmitting large amounts of information, and in expediting process. Email communication presents unique challenges, some of which have the potential to create division within our community. The following policies and procedures will aid us in healthy working together as we become more proficient in email use.

Confidentiality

Any request for confidentiality is to be honored. In discussion groups, email communication within the specified discussion groups should remain within those groups and confidential unless the group agrees to approve the sharing of such communication to external bodies or individuals. Failure to honor legitimate requests for confidentiality may result in disciplinary action, on a case by case basis. Messages from groups or bodies within Journey School should only come from individuals with explicit authority to represent the group.

Prohibited Content

Email system is not to be used for the creation or distribution of any offensive, or disruptive messages, including messages containing offensive comments about race, gender, age, sexual orientation, pornography, religious or political beliefs, national origin or disability. Employees or Board members who receive any emails with this content should report the matter to the Board President immediately.

Tone of Communication

As people sometimes write that which they might not feel comfortable saying, it is important that people take time to reflect on the content and tone of emails before they are sent. This is particularly important when emotions are high, as it is easy to hit 'Reply' and fire off an immediate response to something another person has written. Sometimes an immediate response doesn't *really* reflect the complexities of the emotions involved.

If a particular piece of writing evokes a powerful, passionate response, it can be helpful to pause and reflect on where that reaction comes from -- is the response particularly influenced by your own thoughts, assumptions, previous experiences, feelings or beliefs, over and above what the other person has actually written?

Guidelines

1. **Use “I” statements.** “You” statements are often perceived as an attack.
2. **Express needs and wants rather than judgments or critiques;** we always need solutions to our challenges.
3. **Respect the views of others.**
4. **Speak for oneself,** not for groups unless so authorized, as generalizing can create a false impression.
5. **Use cc: field sparingly.** Do not “cc” others as a way to expose or shame. In general, try not to use the “cc:” field unless the recipient in the “cc:” field knows why they are receiving a copy of the message. Using the “cc:” field can be confusing since the recipients might not know who is supposed to act on the message.

6. **Answer all questions, and preempt further questions.** An email reply must answer all questions, and preempt further questions. If you do not answer all the questions in the original email, you will receive further emails regarding the unanswered questions, which will not only waste time but also cause considerable frustration.
7. **Do not write in CAPITALS.** IF YOU WRITE IN CAPITALS IT SEEMS AS IF YOU ARE SHOUTING. This can be highly annoying and might trigger an unwanted response in the form of a flame mail. Therefore, try not to send any email text in capitals.
8. **Do not overuse Reply to All.** Only use “Reply to All” if you really need your message to be seen by each person who received the original message.
9. **Read the email before you send it.** Reading your email through the eyes of the recipient will help you send a more effective message and avoid misunderstandings and inappropriate comments. This is the most important idea in this entire document.

Existing Policies and Procedures

All email communications should comply with all Journey School policies and procedures applicable to communications.

Personal Business

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

Conflict of Interest

All employees must avoid situations involving actual or potential conflict of interest.

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

Certain “designated” employees may be subject to the Conflict of Interest Policy for the JS Council and corporation, and are therefore also held to that when applicable.

Standards of Dress, Speech and Conduct for Faculty Members

All staff must dress in a manner appropriate to their respective positions and proper to specific

occasions. When in doubt, consult a colleague or the Administrator.

All staff members will at all times be professional in their demeanor, including spoken and written communication, in the work place or when designated as a School spokesperson. Fellow Faculty and staff members, students, guests and anyone with whom one is communicating in the name of the school should be addressed in a respectful manner.

Confidentiality

All staff members will use information gained in their professional relationships in a responsible manner, maintaining professional business confidentiality.

Automobile Insurance

Any person intending to use a personal vehicle for school business must demonstrate to the Administrator that he or she has insurance, sufficient to meet minimum California financial liability laws and, that he or she holds a current driving license.

Employee/Student Interaction Policy

Under California law, it is a crime for an adult to have any sexual relationship with a minor. In addition, California law requires “mandated reporters” to report to Child Protective Services or to law enforcement any suspected sexual assault or sexual exploitation of a minor. This includes any known sexual relationship between an adult and a minor. Therefore, any JS employee who reasonably suspects that an adult is having a sexual relationship with a student must report the suspicion to Child Protective Services or law enforcement immediately. Immediate reporting is crucial for the protection of students and the community as a whole.

Purpose

It is the policy of JS that all employees conduct themselves at all times in a manner that reflects the standards consistent with the law and policies of the School. It is the purpose of this policy to make sure all JS employees understand the prohibitions in behavior which must govern their conduct; and recognize the responsibility to stop unacceptable behavior of students and/or co-workers. Further, this policy specifies boundaries related to potentially sexual situations and conduct which is contrary to accepted behavior and in conflict with the duties and responsibilities of JS employees. In addition, this policy alerts all JS employees about sensitive problematic matters involved in employee/student relationships, provide guidance for employees in conducting themselves in a manner that reflects high standards of professionalism; and to give notice that potential improper action may have significant consequences. It is the intent and purpose of this policy to establish guidelines which should be followed by all JS employees when interacting with a student.

- School instruction, counseling, and other administrative tasks relating to students, which require the presence of students, should be accomplished on school premises within the normal school day.

- Whenever it becomes necessary for a JS employee to meet with a student outside of the normal school day or to conduct instruction outside of the school premises, such work should be accompanied with the written approval of the Administrator and the students' parent/guardian.
- JS employees should avoid being alone with a single student.
- After-hour school social activities should, whenever possible, be conducted on school premises. In all cases, the prior written approval of the Administrator and the students' parent/guardian must be obtained.
- In the event a school activity requires traveling and JS employees are called upon to drive or otherwise provide transportation, the activity and transportation must be first approved in writing by the Administrator and students' parent/guardian.
- JS employees should avoid traveling alone with a single student.

Examples of Inappropriate Behavior

Not all examples of inappropriate situations can be addressed in this policy. The focus of these examples is to establish general knowledge among all JS employees showing the trespassing beyond the boundaries of a student/employee relationship is deemed an abuse of power and betrayal of public trust. While some situations may seem innocent, they can be perceived as flirtation or sexual insinuation from a student or parental/guardian point of view. The purpose of understanding examples of unacceptable behaviors is not to restrain positive relationships between JS employees and students but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

1. Making or participating in sexually inappropriate comments.
 - Sexual jokes, or jokes/comments with sexual double-entendre;
 - Kissing of ANY kind;
 - Listening to or telling stories that are sexually oriented;
 - Any type of unnecessary physical conduct with a student.
2. Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.
 - Intentionally being alone with a student away from the School;
 - Except for emergency situations, giving students a ride to/from school or school activities with prior written approval;
 - Giving gifts to an individual student that are of a personal and intimate nature;
 - Seeking emotional involvement (which can include intimate attachment) with a student beyond the normal care and concern required of an educator;
 - Being alone in a room with a student at the School with the door closed;
 - Excessive attention toward a particular student;
 - Remarks about the physical attributes or physiological development of anyone;

- Allowing students in your home without written approval from the Administrator and the students' parent/guardian and without another parent, guardian, or other responsible adult present;
- Sending emails, text messages, MySpace responses, or letters to students if the content is not regarding school activities.

Consequences of Inappropriate Behavior

Occurrences of sexual misconduct with a student by an employee harm the student victim, disrupt the education of other students, sidetrack the instructional focus of JS, and harm JS's reputation. Therefore, it is of significant importance that all JS employees read and understand this policy thoroughly and behave in ways to avoid even the appearance of misconduct.

SECTION IV RECRUITMENT, SELECTION, HIRING AND EVALUATION

Offer of Employment

Only the President of the School Council or, with his/her agreement, the Administrator, may sign employment contracts on behalf of the School Council.

Qualifications

Staff members will be recruited, selected and hired with the intent that each position is filled by the best-qualified applicant. Decisions made with respect to recruiting, hiring and promotion for all job classifications are made solely on the basis of individual qualifications related to the requirements of the position.

Employment of Minors

As a general rule, JS employees must be 18 years of age or older. Occasionally, JS may hire younger employees but this is done only under special conditions and must be approved in advance by the Administrator or School Council President and in accordance with applicable laws.

Rehiring of Presently Employed Staff

Open positions will be posted internally and to the greater community to the greatest extent possible. If a current employee wishes to be considered for an open position, the following steps shall be followed:

1. The teacher will make it known to the Administrator in writing that s/he would like to be considered for an open position. This will be done with the same timeline as the “intent to return” described below.
2. The process in place for other employees who have expressed an “intent to return” will be followed.
3. The Administrator will make recommendations to the Faculty and School Council if an offer of further employment is indicated.
4. The offer will be made following recommendation by the Administrator and approval by the Council.

Recruitment Procedures for Faculty

The procedure detailed below shall be followed for the hiring of all teachers, assistant teachers and trainees. In essence, these hiring decisions are made by the Administrator within financial parameters set by the School Council.

Current Faculty must inform the Administrator of their intentions to continue or not with JS for the next School year by **February 15** of the current school year. In certain circumstances, the administrator may elect to extend this deadline.

Regarding open positions, the Administrator shall make a recommendation to the School Council, in written form between **February 15 and February 28**, as to the positions available and compensation recommendations.

Teacher Search Committee

The Administrator shall appoint a Teacher Search Committee, which shall include at least one Faculty member who is planning to continue on for the following school year. The Administrator will lead the Committee and will make a concerted effort to ensure that each school stakeholder group is represented on the committee, such as a Council Trustee and a parent member. Additionally, designated school mentors may also sit on the committee. One of the members will be designated as the Hiring Coordinator and will be the contact person for all job applicants. Clear criteria for appointments and designations will be established to the greatest extent possible (i.e. Waldorf training, successful teaching record, human resources expertise, requisite time, effective communication). The Teacher Search Committee shall have a copy of the position criteria and compensation recommendation document prior to the commencement of the hiring process in order to fully inform applicants. The Teacher Search Committee shall also have copies of any other criteria pertaining to hiring including teacher expectations and any other documents necessary from the Administrator and/or Faculty. The Teacher Search Committee shall track the application process from the beginning to the end, including reference checking, setting up interviews, sending an acknowledgement or refusal letter, documenting the applicant's progress to either being hired or declined for Human Resource records. The Teacher Search Committee will report either in written or verbal form to the Administrator on the status of the application process for all applicants.

Hiring Process

The hiring process will begin immediately following the School Council's confirmation of open positions.

The following procedures shall be followed:

- a) The Teacher Search Committee will advertise for open positions through multiple means, which may include, but are not limited to: local newspapers, educational job websites (e.g. EdJoin) Waldorf sites, the School website, informational letters, school district paths and job fairs.
- b) If there is a telephone or email inquiry, the applicant will be asked to send in an application and a resume, plus any other relevant documents, addressing it to the Teacher Search Committee in care of the Administrator.

- c) If the application is sent by mail, the Teacher Search Committee will photocopy all the materials and file the originals. An employment packet (letter of introduction, outline of salary and benefits) will then be sent to the applicant.
- d) All applications shall be directed to the Teacher Search Committee in care of the Administrator. If anyone on the staff receives a personal letter or inquiry, that person shall indicate to the applicant that communication is to be directed to the Hiring Coordinator, the Administrator, and/or an appointed designee only.
- e) When the Teacher Search Committee reviews information sent by an applicant, they will check to make sure all degrees and credentials are in order and that the applicant has an interest in the Waldorf charter school movement.
- f) After an initial review or paperwork, some candidates may be eliminated from consideration based on the hiring criteria for the position. If this is the case, those applicants, at the discretion of the Administrator, may receive notification informing them of the decision. The Teacher Search Committee may coordinate sending of the letters and filing a copy for the School's HR records.
- g) Candidates who make it through the initial "paper screening" may then have an informal visit and/or conversation with the Administrator and/or Teacher Search Committee (initial interview). Following this step, the following decision shall be made by the Administrator in consultation with the Committee: To continue with the hiring process or to notify the applicant that the School is not interested at this time. If the School is not interested in the candidate, the applicant may receive a letter informing him/her of the decision. The Teacher Search Committee will coordinate sending of the letters and filing a copy for the School's HR records.
- h) If the Teacher Search Committee and Administrator have decided to continue with the hiring process, they will request the following information from all applicants as applicable:
 - 1. A general biography
 - 2. Photocopies of diplomas for degrees obtained
 - 3. Names, phone numbers and addresses for references in work experience
- i) The applicant should know that the School may also seek other references aimed at confirming the applicant's education, teaching, and employment history as well.
- j) The Teacher Search Committee will then check the person's references by telephone, attempting to have at least three (3) verbal interviews with different references given by the applicant, including the last place of employment when possible. Specific, fact-based questions will be asked about the applicant during the conversation. These questions will be aimed at confirming the applicant's education, teaching and employment history. The Teacher Search Committee will write down notes when checking references to share with the Administrator.

- k) After the Teacher Search Committee has checked the applicant's references and reviewed the information supplied, they will present the information to the Administrator and a decision will be made to continue with the hiring process. In general, the Teacher Search Committee will contact the applicant for a second interview, this one with the Administrator and/or Teacher Search Committee. If there is no further interest in the applicant at this point, the Teacher Search Committee may notify the applicant to inform him/her that the School is not interested in regards to the position applied for at that time. A follow-up letter may also be sent to the applicant reiterating the content of the telephone conversation. A copy of the letter will be retained and filed with the School's HR records
- l) A final interview and scheduled sample lessons (with JS Administrator and/or teachers observing) will be scheduled by the Committee, allowing time before and after the interview for discussion. The Administrator shall decide whether or not the applicant meets the hiring process criteria after reviewing all the information, references, the interview and practice teaching session and weighing all the qualified candidates. The Administrator shall then make a recommendation for hiring and placement to the School Council.
- m) The Teacher Search Committee will prepare the applicant's pertinent information for the School Council prior to the offering of any position. The School Council should receive adequate documentation and explanation in advance to enable informed decisions regarding hiring.
- n) The School Council is the final authority to approve all hiring decisions. The School Council will follow current Council Policy on the relative duties and responsibilities for hiring decisions between the Administrator and the Council. The School Council should strive towards approving administrative hiring recommendations so long as clear criteria and process have been followed in alignment with the school's mission, goals, and values.
- o) All applicants who made it to the second interview stage will likely be informed of their status in the hiring process no longer than two (2) weeks following the second interview, either by telephone, or by email. The Teacher Search Committee shall be responsible for following up with this communication, repeating the process every two (2) weeks thereafter until a decision has been made. Copies of the communication, either a log of the phone call, or a printed copy of the email, will be retained for the School's HR records.
- p) Offer: When a decision has been made to hire an applicant, the applicant will be informed verbally by the Administrator or a designee, and, in certain situations, then may be sent a formal Offer of Employment Letter.

- q) Acceptance: Offers of employment are deemed “accepted” by JS when the Administrator has received a signed, acknowledgement copy of the Employment Offer Letter (if used) or a signed employment contract.
- r) Prior to starting employment, each employee must also provide:
 - 1. A signed acknowledgement of receipt of the Employment Handbook
 - 2. A correctly completed INS Form I-9 with original documents for review by School administrative staff.
 - 3. Child Abuse Reporting Form (See Section 12 below)
 - 4. Written acceptance of, or compliance with any other employment pre-conditions or forms
 - 5. Sufficient documentation establishing a clear criminal background check (see “Criminal Background Checks” below)
- s) Orientation: Usually an orientation meeting and/or training institute will be scheduled to answer any questions the applicant may have, to review policies and procedures, compensation and benefits for the position, or to review the job responsibilities and expectations. Employment documents, such as a W-4 Form, an I-9 Form, a Child Abuse Reporting Requirements Form, receipt of Employee Handbook, and an Employee Information Form may be returned at this meeting. The applicant will need to have fingerprints taken (may be at the employee’s expense) for a criminal background check. As part of the orientation, the new employee shall be welcomed and given a brief tour of the office, including meeting the administrative personnel, if he or she has not already done so. If the employee needs assistance in relocation or other support in order to settle in to the new position, the staff will assist in whatever ways possible. The school DVD will be viewed.

Part-time Faculty & Assistant Personnel

The aforementioned procedure shall be followed with regard to the hiring of such personnel, with appropriate modifications made for the position in question.

Administrative Staff

On an as-needed basis, an Administrative Search Committee will be appointed by the Administrator and the Council President, and will follow a similar process to that laid out above for teaching staff, with appropriate modifications made for the position.

Clerical and Administrative Support Staff

The aforementioned procedure shall be followed with regard to the hiring of such personnel with appropriate modifications made for the position in question. In this case, a Search Committee may be limited to one or two individuals who work closely with the Administrator, or the Administrator may choose to do the search and hiring process without a Committee.

Appointment of Positions

In certain situations for part time, temporary, and/or substitute staff, either instructional or administrative, the Administrator may appoint someone to a position without utilizing the complete hiring process described above. This exception will be used on a very limited basis, and the employment contract for such an appointment will still be subject to final approval by the JS Council.

Job Descriptions

Job descriptions will be maintained for all regular positions at JS. They will include a listing of the job duties and required qualifications, including mental and physical demands, for fulfilling the essential functions of the position. The intention is to describe the general nature of the position without overly limiting the day-to-day responsibilities.

SECTION V THE WORKPLACE

Health and Safety Policy

JS recognizes its responsibility to provide a place of employment which shall be safe for employees, students and visitors; to provide safety devices and mechanical safeguards; to use methods and processes to protect the life, health, safety and welfare of employees, students, visitors and the general public and to maintain and enforce a program to fulfill this responsibility.

ANY DANGEROUS SITUATION ON THE CAMPUS SHOULD BE REPORTED IMMEDIATELY TO THE ADMINISTRATOR WHO WILL REPORT IT TO THE APPROPRIATE AUTHORITIES OR TO THE LANDLORD TO ENSURE THE DANGER IS ELIMINATED.

It is the policy of JS to provide safe working conditions for all employees and to promote continuing vital safety awareness at all levels, from administration to the part time employee. It is our belief that safety awareness is the basis on which a safety program must be founded; therefore, it shall be considered each person's responsibility not only to assure his/her own personal safety, but to develop a concern for the safety of all who work with him/her and the students.

Employees shall at all times, while on JS property, or on any property rented for JS function, conduct themselves and perform in a safe manner consistent with existing safety rules. JS or its insurance carrier will not be liable for the payment of worker's compensation benefits for any injury, which arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity, which is not part of the employee's work related duties.

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

Criminal Background Checks

As required by law, all individuals working or volunteering at JS will be required to submit to a background criminal investigation. No condition or activity will be permitted that may compromise JS's commitment that the safety and the well-being of students takes precedence over all other considerations. Conditions that preclude working at JS include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee, during his/her employment with JS, be convicted of a controlled substance or sex offense, or serious or violent felony, the employee must immediately report such a conviction to the Administrator. Any entity providing student services to JS will be contractually required to ensure that all contract workers have had criminal clearances performed with these same standards for employment. Independent contractors will have criminal clearances done only if s/he is to have contact with students. The decision as to whether such clearance is required for an independent contractor will reside with the Administrator, and will be documented in writing in the independent contractor's HR file.

Tuberculosis Testing

All new employees of JS must submit written proof from a physician of an examination for tuberculosis (TB) within the last sixty (60) days showing that they are free of active TB. The examination for tuberculosis consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All current employees will be required to undergo TB examination at least once every two (2) years. All volunteers will be required to undergo a TB examination at least once every four (4) years. The Administrator may exempt from TB examination those volunteers who serve less than a year and whose functions do not require frequent or prolonged contact with students. TB examination is a condition of initial employment with JS and the cost of the exam will be borne by the applicant.

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

CPR/First Aid

Employees will maintain current certification in CPR/First Aid. If an employee begins employment without a current certification, they will certify or re-certify within the first six (6) months of employment. If an employee does not meet this requirement, any subsequent employment will be written with a requirement that certification be completed in order to continue employment.

Security Protocols

JS has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to the Administrator. Secure your classroom, desk and/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 work station that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify the Administrator when keys are missing or if security access codes or passes have been breached.

Visitor Policy

Any visitor entering the school grounds must register in the Office, identify themselves and the nature of their business, and receive a Visitor's Pass. No student is allowed to bring visitors to school without complying with the visitor policy.

Occupational Safety

JS is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management.

The prevention of accidents is the responsibility of every JS supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is the policy of JS that accident prevention shall be considered of primary importance in all phases of operation and administration. JS's management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce JS safety and health rules, practices and procedures could result in disciplinary action up to and including possible termination.

Accident/Incident Reporting

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

Reporting Fires and Emergencies

1. It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling management. In addition, all employees should know the local emergency numbers such as 911.
2. JS staff and students will participate in Fire/Disaster Drills at least three times during the school year. Procedures for participation will be developed based on the school's site for that year.
3. JS staff will be provided with manuals and appropriate training in order to participate in drills and to respond to real emergencies. Class teachers are responsible for passing on information to their support staff and volunteers.
4. JS will maintain emergency kits including student emergency information for each classroom. Classroom teachers will be sure the emergency kits are kept updated.

Facilities

1. When selecting a facility, safety considerations will be given a high priority.

2. If JS operates in a facility that does not meet California Field Act requirements, compliance of local building codes will be researched and, if deemed necessary, evaluation of the structure for seismic safety by a structural engineer will be obtained.
3. JS will consult with the local Fire Marshall periodically to insure fire safety has been adequately addressed.
4. Each JS classroom will be equipped with an operational fire extinguisher. A functional fire alarm system, or suitable alternative, will also be in place.
5. JS facilities will comply with Americans with Disability Act standards as required by law.

Campus/Playground Safety

1. JS will develop a set of school/classroom safety rules and a school code of behavior. These guidelines will be published in the Parent/Student Handbook. In addition, each teacher will develop a class management system appropriate to each class age level to help the children understand and integrate the rules and guidelines into their daily activities.
2. Class/School Safety Rules and Management Guidelines will be available to support staff volunteers and parents in order to provide consistency in reinforcing the rules with students.
3. If a student consistently breaks the rules and/or creates an environment that is not safe for fellow students or impedes with a healthy respectful learning environment, steps will be taken in accordance with the school's discipline policy.
4. When necessary, the JS staff will develop procedures to address specific safety issues on and off campus (e.g. release forms, etc.)
5. There will be a minimum of two adult supervisors during all recess and lunch times. Other considerations in developing procedures regarding supervision will be: the size of the playground, the layout of the playground (e.g. blind spots, etc.), the age and number, of students, and the nature of the activities.
6. Any student leaving campus prior to their class dismissal time must be released (signed out and into the custody of an authorized adult) through the office.
7. Safety shall receive prime consideration whenever playgrounds and/or play equipment are planned or upgraded.
8. Journey School reserves the right to control who is on campus.

Student Health

1. All students will provide the school with documentation of immunization in accordance with law. The school will maintain this documentation as part of the student's permanent record.
2. In the event of an outbreak of a contagious illness (aside from routine cold/flu), all parents whose student might be affected will be notified in writing.
3. The school staff will only administer medications to students with a written, signed doctor's prescription/permission on file in the office. Office staff will administer all such medications. Parents may visit campus to administer medications to their child and must sign in to the office as a visitor.
4. Basic First Aid measures may be administered by teaching staff and/or office staff in case of accident or injury.
5. The school will maintain health information and emergency information on each student. This will include authorization by parents to use local emergency response systems in case of serious injury. The office staff will develop appropriate forms and insure that students' records are reviewed and updated on an annual basis.
6. JS will maintain a drug, alcohol and tobacco free environment. Students who violate this policy are subject to disciplinary action in accordance with JS discipline policies.
7. All employees will be notified of their responsibility to report any suspected instances of child abuse to the proper authorities.

Volunteer and Field Trip/Off Campus Safety

1. As part of their volunteer contract, parents will be asked to sign a liability release form for school-related volunteer activities on or off campus.
2. Journey School does not maintain workers' compensation insurance coverage for volunteers.
3. All volunteers must comply with Journey School policies, whether volunteer activities are on or off campus.
4. When carpooling is arranged for school events, each driver must have a current driver's license and proof of adequate auto insurance on file with the school.
5. Release forms will be obtained for each student that attends a field trip. The release form will include information and release regarding the transportation to/from the off campus event (e.g. bus, volunteer carpool, walking, etc.) in addition to an authorization for medical treatment.

6. Any visitors to campus, including parents, must sign in and out of the office when visiting campus or performing volunteer activities during school hours. For scheduled volunteer services (e.g. traffic assistance, bathroom cleaning, etc.), the schedules will be available in the office. If a substitute volunteers, the substitute must inform the office of the schedule change.
7. Visiting minors left on campus without their parent/guardian must have an emergency form/release on file in the office.
8. JS reserves the right to control who is on campus.

Parental Responsibilities

Employees shall not bring and supervise their own children during working hours unless the child is enrolled in the class being taught or in the program being supervised. Parents on campus may supervise children of employees during non-school hours. Parents on campus may not supervise children of employees during school hours.

SECTION VI EMPLOYEE COMPENSATION AND BENEFITS

Employees will be paid no less than the hourly minimum wage required by applicable law. Salaries will be established with the School Council's approval in accordance with the prevailing practices for comparable positions in comparable organizations so far as is possible within the confines of funding.

Pay Policy

The pay policy is determined by the School Council and subject to change. Currently, compensation is as established in the 2009-2010 salary schedule for JS.

Pay Reviews in General

All salaries and hourly pay rates are reviewed annually as part of the budget process, and where possible, increases are made when deemed appropriate. All increases must be approved by the School Council. Faculty pay concerns are brought to the School Council by the Administrator or the School Council Faculty Representative Trustee.

Paydays

Paychecks for all certificated employees are issued on the last day of the month or, if the pay date falls on a weekend or holiday, on the last business day preceding that day of the month. Paychecks for all classified employees are issued on the tenth day of the month.

Payroll Withholdings

Only those deductions required by law or authorized by the employee will be made from payroll checks, including, but not limited to:

- a. Federal and State Deductions- Each employee will be issued a statement of earnings and deductions annually for income tax reporting. Deductions from each paycheck will be based on current state and federal regulations.
- b. Garnishments and Attachments - If an employee's wages are attached, he/she will be notified.
- c. Voluntary contributions to the 403 (b) retirement fund.

Overtime Pay

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Non-exempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given

workday or workweek can apply in calculating overtime for non-exempt employees. JS will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the Administrator. JS provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

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

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

Expenses and Reimbursements

Reimbursable expenses must be requested and approved in writing in advance by the Administrator utilizing a Permission/Reimbursement to Order/Purchase Form. Expenses not approved in advance may not be reimbursable. All expenses or purchases must be made from the most economical source. Classroom supplies are usually approved annually as part of the budget process.

With regard to travel expenses, if approved in writing by the Administrator in advance, employees may be reimbursed on a cost basis for authorized travel from office (or home, if appropriate) to points required by work assignment, round trip. Prior, written approval is also required for overnight lodging, per diem, or travel advance checks or for auto rental.

Within five (5) working days of completion of travel requiring an advance check, (if or when this is used) all expense reports; receipts and other related documents shall be submitted to the Administrator, along with the return of any unexpended funds. New travel advance requests will be denied if the employee has delinquent report forms outstanding. All travel reimbursement requests must be accompanied by appropriate documentation establishing the amount of the reimbursable expense.

Benefits

JS provides benefits to Eligible Employees in accordance with its benefits plan. Employees shall receive information from JS, based upon the benefits providers(s) policy, regarding eligibility and coverage.

COBRA Benefits

Continuation of Medical and Dental

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

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

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

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

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

Your spouse and eligible dependents can continue their health coverage for up to 36 months if coverage ends because:

- You die while covered by the plan;
- You and your spouse become divorced or legally separated;
- You become eligible for Medicare coverage, but your spouse has not yet reach age 65; or
- Your dependent child reaches an age which makes him or her ineligible for coverage under the plan (age 19 or if a full-time student age 25).

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

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

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

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

- Premiums for continued coverage are not paid within 30 days of the due date;
- You (or your spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition you (or your spouse or child, as applicable) may have;
- JS stops providing group health benefits;
- You (or your spouse or child) become entitled to Medicare; or
- You extended coverage for up to 29-months due to disability and there has been a final determination that you are no longer disabled.

SECTION VII PERSONNEL EVALUATION AND RECORD KEEPING

Employee Reviews and Evaluations

The Administration oversees mentoring and evaluation of teachers. The Administration will work closely with the Pedagogical Council, a committee which includes the Administrator, expert school mentors, and faculty members with strong instructional leadership capacities. All activities of the Pedagogical Council are conducted in coordination with Administration.

Responsibilities of Pedagogical Council

- Support excellence in teaching and learning
- Supporting the mentoring process.
- Ensure that all teachers have a mentor and facilitate mentoring schedule as necessary.
- Create and evaluate mentoring policies as necessary.
- Arrange for and/or provide faculty education on a regular basis with a special emphasis on the planning, delivery, and assessment of instruction
- Support the faculty evaluation process, both external and internal.

Outside Evaluator

For full time teaching employees, evaluation by outside personnel takes place early in the school year to ensure excellence in teaching and adequate time for the evaluatee to make any recommended changes. A follow up evaluation should then occur in **early Spring**. The evaluator will meet with each teacher following the evaluation to go over findings. The Administrator will often be present at this meeting. The evaluator will report findings to the Administration. The original copy of all evaluations will be included in the teacher's file, with a copy given to the employee. The following criteria determine priority for evaluation by the outside evaluator:

- Each faculty member is evaluated every year at least once without exception
- (This would also likely start internal evaluation, see Teacher Support Plan described below).

Ongoing Internal Evaluation

Administration will conduct ongoing observations of all faculty and will communicate faculty strengths and growth areas to individual teachers and the Pedagogical Council in timely and specific ways. Recommendations for ongoing improvement will be made and will align with each teacher's individualized growth plan. Each faculty member will regularly complete self-

evaluation tools and meet with Administration and mentors to ensure continual growth

Evaluation and Teacher Support Plan

If concerns arise regarding a teacher's performance, additional evaluations maybe conducted, led by the external evaluator and/or the administrator. This would include but is not limited to:

- Consult past and current mentors regarding performance, areas of improvement, areas of weakness and ability to respond to suggestions and constructive criticism.
- Consult teacher's file for previous evaluations. (Only the administrator may look at these actual documents, but a summary of such evaluations may be shared as part of the evaluation process)
- Conduct observations and evaluation of teacher. Report findings to that teacher, evaluator (s), mentor (s), and the Pedagogical Council. (This evaluation is done by the external evaluator unless extenuating circumstances would cause a conflict of interest.)

Based upon the above findings, the TDC in coordination with the administrator come to decision regarding placement as follows:

- When/if concern proves unfounded, no further action may be necessary.
- If concerns are valid, a teacher support plan may be put in place with specific goals and timeline.
- Results of the teacher support plan will be evaluated. No later than March a recommendation will be made regarding placement and renewal of contract
- If significant progress is not being made, reassignment or non-renewal of contact will be suggested.

Evaluation of Administrative Staff

Once a year a task group (comprised of qualified and appropriate school stakeholders and an external evaluator) will evaluate the administrative function, presenting a report to the School Council. The evaluation of the administrator will include an assessment of how well the school is meeting its stated goals.

Personnel Files and Record Keeping Protocols

The Administrator or designee will maintain a personnel file for each employee containing pertinent information such as Employment Offer Letter, other signed documents listed above, documents relating to qualifications for employment, and any notice of probation. A copy of any unfavorable evaluation or letter of reprimand will be given to the person concerned for signature, with the opportunity to respond in writing, a copy of which will be placed in the personnel file.

In compliance with California state law, each employee's personnel file is available to him/her for review, upon request, with reasonable advance notice.

Each employee is required to notify the Administrator or designee if there is any change in status of information regarding emergency notification, payroll deductions, address change, etc.

With regard to privacy, access to personnel files and records will be limited to the Administrator and other authorized contracted personnel. Authorization can only be granted by the Administrator. Requests for information from any personnel record must be taken to the Administrator.

SECTION VIII LEAVES AND ABSENCES

Staff Paid Holidays

At JS, all salaried employees are paid as if they had worked their normal hours on leaves or absences. Please refer to the Master School Calendar. In order to cover necessary school functions, a staff member may be required to take a paid holiday at a time different from that of other staff.

Faculty Free Time

Full-time Faculty usually work at least twenty-four (24) contact hours per week when school is in session and are on the campus 30 minutes prior to the start of classes, and at a minimum for all periods they are scheduled to teach, through the dismissal of their final class. The vocational nature of the work, however, is such that actual working hours tend to go way beyond this basic requirement, absorbing evening, weekend, holiday and other non-teaching time with such activities as preparation, parent communication, faculty meetings and committee work. It is expected that vacation time should be taken when school is not in session.

Staff Leave

As outlined in the Employment Classifications/Definitions Section of this document, all full-time, salaried employees are entitled to a maximum of five (5) days of paid sick/personal leave and five (5) days of paid sick leave with a doctor's note, beginning on **July 1** of every year. Full-time employees and part-time, salaried employees starting after **July 1**, are entitled to a proportional equivalent (as detailed in the employment offer). Hourly faculty receive no paid personal or sick days.

On June 30 of each year, sick leave expires; there is no carry-over to the next year. Unused leave is not reimbursed upon termination. Included within this category of leave is the need to take an occasional day off for prevention of illness.

When a teacher is planning to be absent from class for personal or professional reasons, that request must be made in writing to the Administrator for approval at least one week ahead of time. If the request will be for longer than two days, the request must be made at the minimum of two weeks ahead of time. If approved, the parents of the class must have at least one week notification that the teacher will be absent. The faculty member will need to submit a coordinated plan for class coverage including names of the substitute, a schedule and emergency telephone numbers.

When a teacher will be absent from class due to illness, it is their responsibility to inform the school administrator and/or their designee, providing as much advanced notice as possible so that the school may secure an adequate substitute so that student safety and learning is prioritized. The goal is to replace certificated faculty with an individual of like standing. Specialty class (non-certificated faculty) teachers should also have suitable replacements that have similar skills

for the classes to be taught. The faculty member will bear responsibility to contact the Administrator directly either the evening before or the morning of, to inform him/her of the illness and the plan for the day(s) and any essential needs for the day that are not obvious. Additionally, all class teachers are expected to have a standing substitute plan and set of protocols in their classroom as well as the office to help ensure success and smooth process. If willing, other class or specialty teachers may be contacted to cover classes, recess duties or dismissal as appropriate.

Administrative and Other Staff Vacation Time

Full-time, non-faculty, twelve (12) month salaried employees receive four (4) weeks (20 work days) of paid vacation annually as follows:

- a) Part-time, non-faculty, twelve month salaried employees will receive paid vacation time on a proportional basis (e.g. half time salaried employees receive 10 paid vacation days).
- b) Vacation time will accrue at the rate of one twelfth of the annual entitlement per month.
- c) Planned vacation time must be requested, scheduled with and approved by the Administrator in advance. Every effort will be made to accommodate the staff member's wishes for planned personal time off, taking into consideration the needs of a balanced working staff, and organizational objectives. Staff members who work closely with others in a department of the organization will be asked to discuss planned vacation together so that the work of that department will flow smoothly.
- d) Planned vacation time can only be taken when school is not in session. The administrative work calendar for twelve month employees will define the legal holidays as well as the complete annual work schedule for administrative employees.
- e) Unplanned vacation time may be used for illness or other unforeseen, approved situations that require immediate absence from work.
- f) All employees absent from work (but not on scheduled vacation) are expected to keep the Administrator informed of their status and the most likely date of their return.
- g) Unused vacation entitlement may be accrued and carried over into the following year, and will be credited and paid out upon termination. However, vacation days can accrue up to a maximum total of one and half times the annual allocation for that position. Staff who need to take time away from work and who do not have vacation time to cover that time may apply for a leave of absence. Vacation time may not go into a negative balance.
- h) Faculty do not have paid vacation due to the nature of their annual work schedule.

Unpaid Leave of Absence

Unpaid leaves of absence may be approved by JS according to the following requirements:

- a) Vacation time must be used prior to beginning a leave of absence.
- b) Leaves of absence are without pay.
- c) Disability and Pregnancy Disability Leave, Family and Medical Leave Act/California Family Rights Act leave generate the only entitlement to an unpaid leave of absence.
- d) A maximum of 120 days leave in any school year is allowable when supported by a physician's statement. A physician's release to return to work will be required at the end of any such contiguous leave exceeding 30 days.
- e) All unpaid leaves of absence are subject to the approval of the Administrator after consultation with the JS Council. In the case of Faculty, the Faculty Chair is also consulted. Failure to make such an application in advance could be taken as a voluntary separation, according to the final judgment of the JS Council. If either the Faculty Chair or the Administrator are applying for unpaid leave, they cannot be part of the decision making process.
- f) Vacation time will not continue to accrue during a leave of absence. Health benefits maintained before a leave of absence may be continued at the employee's own expense according to applicable state and federal laws and upon approval of the carrier.
- g) Upon returning from PDL or FMLA/CFRA leave (unpaid leave of absence), the employee shall be reinstated in accordance with applicable law. JS shall make reasonable efforts to reinstate all employees returning from other unpaid leaves to their same or a comparable position.

If an employee fails to return to work at the end of an approved leave of absence or if he/she cannot be reinstated, then he/she will normally be considered terminated. If different arrangements have been agreed upon, these must be approved and documented.

Family Care and Medical Leave

This policy explains how JS complies with the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), both of which require JS to permit each eligible employee to take up to 12 work weeks of FMLA leave in any 12-month period for the birth/adoption of a child, the employee’s own serious illness or to care for certain family members who have a serious illness. For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as “FMLA leave.”

- **Employee Eligibility Criteria**
To be eligible for FMLA leave, the employee must have been employed by JS for the last 12 months and must have worked at least 1,250 hours during the 12-month period immediately preceding commencement of the FMLA leave.

- Events That May Entitle An Employee To FMLA Leave

The 12-week FMLA allowance includes any time taken (with or without pay) for any of the following reasons:

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude 12 months after the birth, adoption, or placement. If both parents are employed by JS, they will be entitled to a combined total of 12 weeks of leave for this purpose.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by JS's separate pregnancy disability policy).
3. To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury.
4. For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces.
5. A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or (2) continuing treatment by a health care provider.

- Amount of FMLA Leave Which May Be Taken

1. FMLA leave can be taken in one or more periods, but may not exceed twelve (12) workweeks total for any purpose in any 12-month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve of the employee's normally scheduled workweeks. For a full-time employee who works five eight-hour days per week, "twelve workweeks" means sixty (60) working and/or paid eight (8) hour days.
2. An employee who is the spouse, son, daughter, parent, or next of kind of a covered Armed Forces member shall be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the Armed Forced member.
3. The "12 month period" in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately following the commencement of any FMLA Leave.

4. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, JS's business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days JS's activities have ceased do not count against the employee's FMLA leave entitlement.

- Pay During FMLA Leave

1. An employee on FMLA leave because of his or her own serious health condition must use all accrued paid sick leave and may use any or all accrued paid vacation time (if any) at the beginning of any otherwise unpaid FMLA leave period.
2. An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued paid time at the beginning of any otherwise unpaid FMLA leave.
3. All other FMLA leaves are unpaid leaves.
4. The receipt of vacation pay, sick leave pay, or State Disability Insurance benefits will not extend the length of the FMLA leave. Vacation pay and sick pay accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.

- Health Benefits

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

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

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to return from leave" if he/she works less than thirty (30) days after returning from FMLA leave; and

2. The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA leave, or other circumstances beyond the control of the employee.

- Seniority

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

- Medical Certifications

1. An employee requesting FMLA leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by JS. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in denial of the leave request until such certification is provided.
2. If JS has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, JS may request a second opinion by a health care provider of its choice (paid for by JS). If the second opinion differs from the first one, JS will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
3. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

- Procedures for Requesting and Scheduling FMLA Leave

1. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Administrator. An employee asking for a Request for Leave form will be given a copy of JS's then-current FMLA leave policy.
2. Employees should provide not less than thirty (30) days notice or such shorter notice as is practicable, for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt JS's operations.

4. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
 5. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that JS will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions during the leave period.
 6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
 7. In most cases, JS will respond to an FMLA leave request within two (2) days of acquiring knowledge that the leave is being taken for an FMLA-qualifying reason and, in any event, within ten (10) days of receiving the request. If an FMLA leave request is granted, JS will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return to Work
 1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to JS's operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.
 2. When a request for FMLA leave is granted to an employee (other than a "key" employee), JS will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
 3. Before an employee will be permitted to return from FMLA leave taken because of his or her own serious health condition, the employee must obtain a certification from his or her health care provider that he or she is able to resume work.

4. If an employee can return to work with limitations, JS will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from JS.

- **Limitations on Reinstatement**

1. JS may refuse to reinstate a “key” employee if the refusal is necessary to prevent substantial and grievous injury to JS’s operations. A “key” employee is an exempt salaried employee who is among the highest paid 10% of JS’s employees within seventy-five (75) miles of the employee’s worksite.

2. A “key” employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he/she qualifies as a “key” employee and the potential consequences with respect to reinstatement and maintenance of health benefits if JS determines that substantial and grievous injury to JS’s operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, JS will notify the “key” employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee’s reinstatement would cause JS to suffer substantial and grievous injury. If JS realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

- **Employment During Leave**

An employee on FMLA leave may not accept employment with any other employer without JS’s written permission. An employee who accepts such employment will be deemed to have resigned from employment at JS.

Pregnancy Disability Leave

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

- **Employee Eligibility Criteria**

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

- Events That May Entitle An Employee to Pregnancy Disability Leave

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

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

- Duration Of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five eight hour days per week, four months means 88 working and/or paid eight hour days of leave entitlement based on an average of 22 working days per month for four months.

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

- Pay During Pregnancy Disability Leave

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

- Health Benefits

The provisions of JS's various employee benefit plans govern continued eligibility during pregnancy disability leave and these provisions may change from time to time. When a request for pregnancy disability leave is granted, JS will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

- Seniority

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

- Medical Certifications

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

- Requesting And Scheduling Pregnancy Disability Leave

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

and, in any event, within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, JS will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- Return To Work

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position (at the time reinstatement is requested). If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless there is no comparable position available, but filling that position with the returning employee would substantially undermine JS's ability to operate the business safely and efficiently. A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.
2. When a request for pregnancy disability leave is granted to an employee, JS will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from a pregnancy disability leave of three days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
4. If the employee can return to work with limitations, JS will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from JS.

- Employment During Leave

An employee on pregnancy disability leave may not accept employment with any other employer without JS's written permission. An employee who accepts such employment will be deemed to have resigned from employment.

Industrial Injury Leave (Workers' Compensation)

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

- Medical care;
- Cash benefits, tax-free to replace lost wages; and

- Vocational rehabilitation to help qualified injured employees return to suitable employment.

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

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

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

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

Military and Military Spousal Leave of Absence

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

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

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

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

Bereavement Leave

Salaried employees are entitled to a leave of up to five (5) work days without loss of pay due to a death in the immediate family (parent, spouse, son/daughter, sister/brother, parents-in-law, son/daughter-in-law, grandparents, grandchild). Bereavement pay will not be used in computing overtime pay. Any scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off.

Jury Duty or Witness Leave

All employees called to serve on a jury in legal proceedings will be given leave to do so; however, if they have teaching responsibilities for which reasonable substitution cannot be found, they should request postponement of service until a time when school is not in session. Such leave will not be paid.

Voting Time Off

JS employees shall be granted up to two (2) hours of paid time off for full-time staff to vote in public elections, as required by state law if, in the judgment of the Administrator, voting would be prevented without this time off. Employees should make every effort to vote during non-school hours.

Returning From Leave of Absence

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

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

SECTION IX DISCIPLINE AND TERMINATION OF EMPLOYMENT

Standards of Professional Conduct

- a. All employees are expected to perform all duties assigned so as to contribute to the smooth and efficient operation of the school, and to be personally responsible for the quality of their work.
- b. All employees are expected to be at work on scheduled working days at the proper starting time and, when absent, to notify the Administrator as far in advance as possible. If an employee fails to notify the Administrator for three consecutive days, he/she will be deemed to have abandoned his/her employment.
- c. All employees are expected to use all equipment carefully and to keep it in proper condition.
- d. All employees are expected to cooperate in keeping the premises and equipment clean.
- e. Employees are expected to conduct themselves in a professional manner, which contributes to an open and welcoming campus atmosphere. Poor performance or misconduct may result in disciplinary action up to and including termination.

Disciplinary Action

With regard to disciplinary action, employees are expected to comply with all workplace rules and applicable law. JS shall abide by any rights of employees consistent with their at-will employment with the School.

Notice of Separation

Employment at JS is on an “at will” basis. This means that any employee is free to leave a position at any time without cause and JS is free to terminate employment at any time without cause. A terminated employee may or may not receive advance notice, at the discretion of the School Council. The Administrator is empowered to suspend any employee or contractor at any time.

Basis for Separation

Voluntary Separation/Resignation

Employees may terminate their employment voluntarily. Any non- faculty employee voluntarily terminating is expected to give a minimum of two weeks (10 working days) written notice. Faculty are expected to make every effort not to resign during a school year and to indicate their employment intentions for the next school year by mid-February. At the same time, mid-

February, JS will make every effort to notify any Faculty or staff member whose services it is known will not be required in the new school year.

Note: These notifications are expectations; nothing here removes the mutual "at will" employment relationship.

Involuntary Separation

If an employee is separated he/she may or may not be given an explanation. Any explanation communicated by other than the designated JS representative, verbally or in writing, shall merely be considered "opinion" and not representative of the JS position. All involuntary separation decisions require School Council approval. At that time the School Council will designate the JS representative to communicate with the employee concerned. There will be no severance pay or notice period entitlement.

Notwithstanding its right to terminate employment on an "at will" basis, JS may separate an employee for such reasons as:

- a. Inability to perform the duties and responsibilities of the job; or inability to perform the job in a socially constructive manner;
- b. Conduct contrary to the policies as set forth herein;
- c. Willful misrepresentation of information on business records or in the process of application for employment;
- d. Other acts or situations, which are considered to have a detrimental impact on JS, its students, its personnel or its reputation.

Payment of Final Wages

As applicable, the California Labor Code requires immediate payment of final wages due to employees who are discharged or laid off. Employees who voluntarily separate having given 72 hours notice must be paid at that time of separation. If an employee quits without giving 72 hours notice his/her wages become due and payable not later than 72 hours from the date he/she quit.

Exit Interview

Any employee separated for whatever reason may be requested to have a final interview with the Administrator. The main purpose of these interviews will be to determine if there is any reason for JS to review its policies and procedures. Any comments can be written on the Exit Interview Form and signed by both parties at that time. The Exit Interview Form will also describe any benefits remaining for disbursement to the employee and their disposition and will document collection of any JS property (e.g., building keys, library materials, etc.).

Reference Requests

All requests for references on present or former employees will be answered by the Administrator or by a specifically designated representative. The information given will be limited to verification of employee name, job title, duties performed, date of hire, date employment ended and last salary.

SECTION X INTERNAL COMPLAINT REVIEW

Conflict Resolution

Journey School encourages that conflict resolution in our community start with direct communication with the involved parties.

1. **Direct Resolution:** If you have a question or concern, go directly to the person(s) involved and attempt resolution in a professional and courteous manner.
2. **Administrative Resolution:** The Administrative Resolution process consists of a meeting between the parties involved with the Administrator in attendance. This attempt is to be done prior to requesting formal resolution.
3. **Formal Resolution:** Formal Resolution consists of the submission of a written complaint or grievance to the Administrator, who then will delegate the matter to the appropriate persons or the Grievance Committee.
4. **Arbitrated Resolution:** In extreme cases, an Arbitrated Resolution can be used, consisting of a meeting or meetings between the involved parties with an impartial third party. After hearing both parties, the arbitrator will then render his or her decision.

Whenever the case concerns parents amongst each other, a mutually agreeable team of Faculty and Administrator can be chosen to offer mediation. Each faculty member should designate another trusted faculty member to facilitate communication, if ever necessary. The title “facilitator” will be used to refer to this person. A facilitator is a listener, a support person, a witness at meetings and a mediator for conflict resolution. Each full-time faculty member should also have an academic mentor, who works with the teacher on professional development. Each faculty member will choose a facilitator and be placed with a mentor at the August teachers meetings prior to the beginning of the school year. A list of mentors and facilitators will be distributed to all faculty and staff.

Grievance Committee

Formal grievance cases shall be handled on an individual basis and submitted in written form (see Complaint Form in Appendix). At this time, the formation of a temporary Grievance Committee can be formed as follows:

1. If the case concerns a faculty member or a staff member other than the Administrator, then a team consisting of the Administrator, a faculty member and/ or Council member and, if so desired, a parent, will offer mediation in a timely manner.
2. If the case concerns the Administrator, council members will determine the strategy and/ or mediation team make-up.

The Grievance Committee will perform investigations as needed, attempt mediation and resolution, and will produce written recommendations to all parties. The final step for a grievance, if all parties are not satisfied with the resolution proposed by the Grievance Committee, is to request a hearing with the JS Council.

JS Communication Process When Conflicts Arise

If differences of opinion or conflicts arise between individuals, this is a possible, problem-solving process of communication that may be used. For purposes of clarity, the term “Initiator” is used to identify the individual who brings up the issue for resolution and the term “Responder” identifies that individual who tries to understand the issue and tries to respond with empathy.

Before you meet to discuss the issue, both individuals will:

1. Review your picture of the situation. Acknowledge the other person's position.
2. Ask what you did to contribute to the situation.
3. Review the other person's position.
4. If appropriate, ask a neutral person for his/her feedback.

When you meet to discuss the issue:

The Initiator will:

1. State your intention at the beginning of the meeting.
2. Explain your interpretation of the issue.
3. Allow Responder to address the issue.

The Responder will:

Periodically restate what you are hearing. Be careful to not cross complain or justify your actions. You can understand what is being said, yet still disagree.

Both Initiator and Responder will:

1. Allow the other person to clarify; do not interrupt; own your own experience.
2. Use “I” messages. “I feel upset when you speak rudely to me,” instead of “You always make me feel like a failure.”

After each person has had time to speak:

1. Consider the options. Begin to think of possible compromises and/or solutions together.
2. Negotiate among the options. Make mutual decisions for the future.
3. Check with each other after time has passed to make sure the mutual decisions have been honored.

(Adapted from Ellen Bader, Ph.D. and Peter Pearson, Ph.D., Palo Alto, CA.)

APPENDIX A

SEXUAL HARASSMENT COMPLAINT FORM

It is the policy of JS that all of its employees be free from sexual harassment. This form is provided for you to report what you believe to be sexual harassment, so that JS may investigate and take appropriate disciplinary or other action when the facts show that there has been sexual harassment.

If you are an employee of JS, you may file this form with the Administrator or Board President.

Please review JS's policies concerning sexual harassment for a definition of sexual harassment and a description of the types of conduct that are considered to be sexual harassment.

JS will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, JS will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, JS will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged harasser.

In signing this form below, you authorize JS to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that JS will be able to address your complaint to your satisfaction.

Charges of sexual harassment are taken very seriously by JS both because of the harm caused to the person harassed, and because of the potential sanctions that may be taken against the harasser. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you believe sexually harassed you or someone else: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I acknowledge that I have read and that I understand the above statements. I hereby authorize JS to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

Signature of Complainant

Date: _____

Print Name

Received by: _____

Date: _____

APPENDIX B
COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I hereby authorize JS to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.

Signature of Complainant

Date: _____

Print Name

Received by: _____

Date: _____