



REGULAR MEETING NOTICE OF THE BOARD OF DIRECTORS

Date/Time: **Thursday August 22, 2024 – 6:00 p.m.**
Location: **Room 1, 1071 E 16th Street, Chico, CA 95928**

AGENDA

A. CALL TO ORDER (6:00)

A.1 Land Acknowledgement

Sherwood Montessori acknowledges that we are on the unceded ancestral homeland of the Mechoopda people. Dr. Maria Montessori said: "We shall walk together on this path of life, for all things are part of the universe and are connected with each other to form one whole unity." As Montessori educators, we recognize that the Mechoopda people are the experts on the way to walk on the path of life here, with respect, gratitude and responsibility for the land, flora, fauna, waters, and air of this place. We extend our respects to the Mechoopda ancestors, elders, and all their relations in affirming their sovereign rights.

A.2 Roll Call Tina Hansen-Lewis, Samantha Lawson, Emma Cluff

B. CONSENT AGENDA (6:05)

B.1 Minutes Approval Consider approval of minutes from Regular Meeting, June 19, 2024.

B.2 Employee Handbook Approval Consider approval of the 2024-2025 Employee Handbook.

B.3 MOU with Chico Country Day School Consider approval of a contract for School Nursing services with Chico Country Day School for the 2024-2025 school year.

B.4 Premium Only Plan Resolution

The Board will be asked to approve the POP Resolution for 2024-2025.

C. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA (6:10)

Any person may address the Board during the "Public Comment" item by stating their name for the record and reason for comment. The Board may not act on any matter unless duly agendized for a future meeting.

D. NOTICED PUBLIC HEARINGS

None

As a 501(c)3 non-profit public benefit corporation, the meetings of the Sherwood Montessori Board of Directors are open to the public. An individual who requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should notify the board in writing at least 48 hours prior to the meeting. All meetings of the Board of Directors will be advertised on the school website and recorded in accordance with the Brown Act.

E. REGULAR BUSINESS (6:20)

E.1 Items Removed from Consent (If any)

E.2 Reports and Communications (6:30)

This time will be for Board members to ask questions regarding the provided written materials.

E.2.1 School Director Report

E.2.2 Treasurer Report

E.3 Action/Discussion Items (6:45)

E.3.1 Election of Officers

The Board will elect officers.

ACTION REQUESTED: Elect officers.

E.3.2 Uniform Complaint Procedures Policy

The Board will be asked to adopt a Uniform Complaint Procedures Policy

ACTION REQUESTED: Adopt policy.

E.3.3 Security Gates Proposal

The board will be asked to approve a proposal to use Measure K funds to purchase security gates for our campuses.

ACTION REQUESTED: Approve proposal.

E.3.4 Board Recruitment

The board will discuss recruitment efforts.

ACTION REQUESTED: Discuss board recruitment.

E.3.5 Board Projects

The board will discuss progress on various projects from last year.

ACTION REQUESTED: Discuss board projects.

E.3.6 Policy for the Education for Children Who are Homeless

The board will consider updating the policy.

ACTION REQUESTED: Update policy.

G. FUTURE AGENDA ITEMS

The Board will be asked to consider the Unaudited Actuals for the 2023-2024 school year.

H. ADJOURNMENT (7:30)

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Sherwood Montessori Board of Director Meeting June 19, 2024
Minutes

A. Meeting started at 6:13. All members present, except Emma who had car troubles (not independently verified).

B. Commendations lauded upon Kati and Russell who are leaving the Board. Much fanfare, tears, and celebration.

Motion to approve minutes from May 16th. Sami motioned and Kati seconded. All approved.

C. Public comment. Complaint that agendas haven't been updated on website.

Comment that community was lacking and parents and staff need to be heard. Request to consider leaving current classroom composition intact (*not a Board decision). Concern about bullying. Question about data being provided to the Board.

D. Reports.

Director Report: Questions from the Board to Michelle about new classroom, collaborations, and Montessori training. Increase in absenteeism was also discussed. Comment that we need better amplification for the graduation ceremony.

Comment from the public about chronic absenteeism.

Business Manager Report: No questions.

E.3 Action Items

E.3.1 Original Budget 2024-2025

Brief discussion of budget. Motion to approve by Tina, Kati second. Four ayes.

E.3.2 Local Control Accountability Plan (LCAP)

Discussion of LCAP, specifically any changes since presented to the Board on May 16. Question about how to access parent data, how financial data is generated (salaries and benefits, largely)

Motion to approve by Kati, Tina second, all affirmed.

E.3.3 Local Indicators Report

A report of Local Indicators was presented and received.

Motion to receive by Sami, Tina seconded, all approved.

E.3.4 Class Assignment Policy

Michelle presented a policy based on current practices but now in writing.

Motion to approve by Tina, second by Sami, all approved.

E.3.5 Title IX Policy

Discussion about changing language to be Sherwood specific and thinking about staffing.

Motion to approve by Kati, Tina second. All in favor.

CLOSED SESSION

Discussed Public Employee Performance Evaluation

8:30 returned to public session and meeting adjourned.



MEMORANDUM

To: Board of Directors
From: Michelle Yezbick, School Director
Subject: Employee Handbook
Date: August 22, 2024

SUMMARY

Revisions in the Employee Handbook are submitted for approval.

DISCUSSION

We use a template created by Charter Safe, our insurance brokers, as the main body of the document for the Employee Handbook. Some sections of the previous handbook were incorporated into the new Employee Handbook.

The handbook was presented to employees at a mandatory all staff meeting. Any changes can be communicated via memorandum.

ACTION REQUESTED

Approve revisions to Employee Handbook.

Attachments: 2024-2025 Employee Handbook, Charter Safe's summary of changes for 2024-2025

Summary of CharterSAFE 2024-2025 Employee Handbook Template Major Changes

<i>Section</i>	<i>Summary of Change</i>
Equal Employment Opportunity	Add off the job use of cannabis/marijuana as protected category
Harassment	Add off the job use of cannabis/marijuana as protected category
Criminal Background Check	Add if employee during employment is arrest, charge or convicted of any offense, employee must immediately report info
Reproductive Loss Leave	Add reproductive loss leave
Sick Leave	Update accrual options, accrual cap & maximum use; update lump sum to increase days/hours;
Communication Policy	Add policy does not apply to employee's ability to discuss certain aspects of terms & conditions of employment or engage in protected concerted activity
Social Media	Add expanded definition of confidential information to exclude information about certain aspects of terms & conditions of employment; add nothing prevents employee for discussing or disclosing information about unlawful acts; add policy does not apply to employee's ability to discuss certain aspects of terms & conditions of employment or engage in protected concerted activity
Cell Phone Policy	Add policy does not apply to employee's ability to discuss certain aspects of terms & conditions of employment or engage in protected concerted activity
Personal Phone and Personal Cell Phone Use	Add policy does not apply to employee's ability to discuss certain aspects of terms & conditions of employment or engage in protected concerted activity
No Solicitation/Distribution Policy	Add policy does not apply to employee's ability to discuss certain aspects of terms & conditions of employment or engage in protected concerted activity
Violence in the Workplace	Add reference to Workplace Violence Prevention Plan
Prohibited Conduct	Add conduct that threatens security, personal safety, employee welfare and/or school operation may be prohibited and subject to disciplinary action; add employees will not be disciplined for conduct the pertains to employee's ability to discuss certain aspects of terms & conditions of employment or engage in protected concerted activity;

Confidential Information	Add definition of confidential information does not include information about certain aspects of terms & conditions of employment; add policy does not apply to employee's ability to discuss certain aspects of terms & conditions of employment or engage in protected concerted activity;
Conflicts of Interest	Add policy does not apply to employee's ability to discuss certain aspects of terms & conditions of employment or engage in protected concerted activity;
Substance and Alcohol Policy	Add no discrimination against employees for use of cannabis/marijuana off the job so long as use does not result in impairment during workday
Safety Policy	Add reference to Workplace Violence Prevention Plan which is located in main office for viewing

SHERWOOD MONTESSORI

Employee Handbook

2024-2025

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SECTION 1 – WELCOME

WELCOME TO SHERWOOD MONTESSORI

We are happy to have you join us at Sherwood Montessori (or “Sherwood”). We believe our school is truly unique. We serve a diverse group of talented and hardworking students. We regard the work we do as being of utmost importance. Therefore, we have very high expectations for professionalism and performance for each one of our employees. All employees should treat all individuals, including students, teachers, administrators, volunteers, and family members, with respect, and approach all situations as opportunities to learn.

This handbook has been written to provide you with an overview of Sherwood Montessori, its personnel policies and procedures, and your benefits as a Sherwood Montessori employee.

This handbook is intended to explain in general terms those policies that most often apply to your day-to-day work activities. This handbook cannot anticipate every situation or answer every question about employment, and it is not an employment contract. Employees are expected to read this handbook thoroughly upon receipt, to know and abide by the policies outlined herein, and as revised over time, throughout their employment. No Sherwood Montessori guideline, practice, manual or rule may alter the “at-will” status of your relationship with Sherwood Montessori.

In order to retain necessary flexibility in the administration of its policies, procedures and benefits, Sherwood reserves the right to change, deviate from, eliminate, or revise the handbook, except for the at-will provisions, at any time, without notice, whenever Sherwood Montessori determines that such action is warranted. For these reasons, we urge you to check with the School Director to obtain current information regarding the status of any particular policy, procedure or practice. This handbook supersedes and replaces all previous personnel policies, practices and procedures.

I welcome you and wish you great success and fulfillment at Sherwood.

Sincerely

Michelle Yezbick

Director, Sherwood Montessori

SECTION 2 – GENERAL

This handbook serves as a guide for the employer/employee relationship. This handbook applies to faculty and staff at Sherwood Montessori. The standards of conduct apply to all individuals who work on the school premises including independent contractors, vendors, and visitors. Unless otherwise indicated, a benefit, policy, program, or procedure applies, or is available, to ALL eligible employees.

This handbook contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to your supervisor or the School Director. You are responsible for reading, understanding, and complying with the provisions of this Handbook. Our objective is to provide you with a work environment that is constructive to both personal and professional growth.

Neither this handbook nor any other Sherwood Montessori document confers any contractual right, either express or implied, to remain in Sherwood Montessori's employ, nor does it guarantee any fixed term or condition of your employment. Except as otherwise provided in an executed employment agreement, your employment is not for any specified period of time and may be terminated at will, with or without cause and without prior notice, by Sherwood Montessori or you may resign for any reason at any time.

No supervisor or other representative of Sherwood Montessori except the School Director with the approval of the Board of Directors, has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. Second, the procedures, practices, policies and benefits described herein may be modified or discontinued from time to time with or without advance notice. We will try to inform you of any changes as they occur.

Finally, this handbook contains proprietary information that should not be disclosed outside Sherwood Montessori, other than to individuals affiliated with Sherwood Montessori whose knowledge of the information is required in the normal course of business.

SECTION 3 – OUR MISSION/VISION/PHILOSOPHY

MISSION STATEMENT

The mission of the Sherwood Montessori is to educate K-8 students of the greater Chico area by providing Montessori education within the context of mutual respect and joy. The focus of the education will be on engaging critical thinking and fostering empathy, and developing the skills needed to become competent, responsible citizens who are life-long learners and skillful problem solvers.

The school will serve our community by providing a rich and supportive educational environment for children based upon the philosophy of Maria Montessori which allows each child to reach his or her own potential academically, personally, and socially and will focus on educating the whole child intellectually, physically, and psychologically. The methodology used will develop a firm foundation for the students, and will emphasize ethics, initiative, persistence, and self-confidence.

This mission will be accomplished by a concerted community-based effort between the school, the parents, and the individual child.

Core Values

To successfully implement and sustain this mission, the school will be founded on the following core values:

- To creatively apply the Montessori method toward reaching high academic standards, while emphasizing core subjects
- To maintain a diverse total school population through inclusive mixed-aged, mentor-based classrooms that welcome all students
- To place emphasis on collaboration, problem-solving, and self-directed goal-setting for each Montessori student according to developmental readiness
- To nurture a commitment toward sustainability and environmental awareness locally and globally, both in Chico and in the greater world
- To apply firm standards of conduct, emphasizing mutual respect, honesty, and courtesy
- To employ creative, passionate, and engaged teachers who are committed to the Montessori philosophy
- To nurture high parental involvement and collaboration in all areas of education and governance

SECTION 4 – EMPLOYMENT

EMPLOYMENT APPLICATIONS

We rely upon the accuracy of information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

AT WILL EMPLOYMENT

We believe that an employment relationship is successful as long as both parties are mutually satisfied. Accordingly, both you and Sherwood Montessori will have the right to terminate your employment and all related compensation and benefits at any time, with or without cause and with or without notice. In addition, Sherwood Montessori may eliminate or change any term or condition of your employment (including but not limited to your job assignment, duties, or salary) at will, at any time, for any reason not prohibited by law, with or without cause and with or without previous notice.

This is called “employment at will,” and no one other than the School Director of Sherwood Montessori, with the approval of the Board of Directors, has the authority to alter your employment at-will status, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Further, any such agreement must be in writing and must be signed by the School Director. Statements of specific grounds for termination set forth in this Handbook, or elsewhere, are not all-inclusive and are not intended to restrict Sherwood Montessori’s right to terminate at-will.

EQUAL EMPLOYMENT OPPORTUNITY

Sherwood Montessori is an equal opportunity employer. In accordance with applicable law, the School prohibits discrimination against any employee or applicant for employment on the basis of an individual’s protected status, including race (which includes historically associated traits, such as hair styles and protective hairstyles, e.g., braids, locks, and twists), color, religious creed (which includes, without limitation to religious dress and grooming practices), gender, gender identity, gender expression, transgender identity whether or not the employee is transitioning or has transitioned, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer and genetic characteristics), use of cannabis/marijuana off the job and away from the workplace, genetic information, age (forty (40) and over), sexual orientation, marital status, registered domestic partner status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), reproductive health decision-making (including but not limited to a decision to use or access a particular drug, device or product or medical services for reproductive health), military or veteran status (including state and federal active and reserve members as well

as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical and other protected leaves, domestic violence victim status, political affiliation, or any other consideration protected by applicable law. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics. The School will ensure that applicants and employees are treated in all aspects of employment without unlawful discrimination because of these or any other protected basis. Such aspects of employment include, but are not limited to, recruitment, hiring, promotion, demotion, transfer, layoff, termination, compensation, and training.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make a good faith effort to provide reasonable accommodations for the known physical or mental limitations of an otherwise qualified applicant or employee with a disability, unless undue hardship would result to the School. An applicant or employee who believes they requires an accommodation in order to perform the essential functions of the job should contact the School Director and request such an accommodation, specifying what accommodation they need to perform the job. Although the need for accommodations is determined on a case-by-case basis, generally Sherwood Montessori and the employee or applicant will engage in an interactive process with the employee's or applicant's health care provider(s) to confirm the existence of the condition, its limitations in the workplace, and possible reasonable accommodations, if any. The employee or candidate has an obligation to cooperate with Sherwood Montessori in this process, which may include authorizing Sherwood Montessori to communicate with their health care provider(s).

If you believe you have been subjected to discrimination, please follow the complaint procedure outlined below.

HARASSMENT

It is the policy of Sherwood Montessori to ensure equal employment opportunity without harassment on the basis of race (which includes historically associated traits, such as hair styles and protective hair styles, e.g., braids, locks, and twists), color, religious creed (which includes, without limitation, to religious dress and grooming practices), gender, gender identity, gender expression, transgender identity whether or not the employee is transitioning or has transitioned, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer and genetic characteristics), use of cannabis/marijuana off the job and away from the workplace, genetic information, age (forty (40) and over), sexual orientation, marital status, registered domestic partner status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), reproductive health decision-making (including but not limited to a decision to use or access a particular drug, device or product or medical services for reproductive health), military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical and other protected leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. These categories include a perception that

the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

Sherwood Montessori prohibits any such harassment in the workplace. In addition, we prohibit abusive conduct/workplace bullying in the work environment. It is our mission to provide a professional work and learning environment free of harassment, discrimination and/or workplace bullying and that maintains equality, dignity, and respect for all. This policy protects all employees of the School as well as interns, volunteers, and potential employees (applicants). All employees of the School are required to abide by this policy, regardless of position or status, including supervisors, administration, and co-workers. In addition, this policy prohibits unlawful harassment by third parties, including students, parents, vendors or other third parties, who have workplace contact with our employees.

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business or field trips, meetings and business or school-related social events.

1 What is Harassment?

Harassment can take many forms. As used in this Employee Handbook, the term “harassment” includes all unwelcome conduct that comprises the following behavior pertaining to any of the above protected categories or characteristics:

Unlawful Harassment: Prohibited unlawful harassment may include, but is not necessarily limited to, the following behavior pertaining to any of the above protected categories:

- Verbal conduct such as flirting, epithets, derogatory jokes or comments, voicemails, slurs or unwanted sexual advances, sexually suggestive innuendos, conversations regarding sexual activities, invitations, or comments (including, but not limited to, threats of deportation against applicants and employees and family members of applicants and employees, derogatory comments about immigration status or disability, or mockery of an accent or a language or its speakers) (“hostile work environment” harassment).
- Disrespectful or unprofessional conduct based on any of the protected categories listed above (“hostile work environment” harassment).
- Comments or conduct that consistently target one gender, even if the content is not sexual (“hostile work environment” harassment).
- Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, gestures, text messages, posts, social media, instant messages, e-mails, letters, pictures, or gifts (“hostile work environment” harassment).
- Physical conduct such as assault, unwanted touching, intentionally blocking normal movement, or interfering with work because of any protected basis (“hostile work environment” harassment).
- Threats and demands to submit to sexual requests or sexual advances as a condition of continued employment or to avoid some other loss and offers of employment benefits in return for sexual favors (“quid pro quo” harassment).

- Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law and/or school policy.
- Sexually harassing conduct does not need to be motivated by sexual desire to be unlawful or to violate this policy and may include situations that began as reciprocal relationships but later ceased to be reciprocal.

2 What is abusive conduct/workplace bullying?

- Conduct of an employee in the workplace that a reasonable person would find hostile, threatening, intimidating, humiliating and unrelated to an employer's legitimate business interests. Examples may include:
 - Use of derogatory remarks, insults and/or epithets
 - Verbal or physical conduct that sabotages or undermines a person's work performance that is threatening, humiliating or intimidating
- Bullying, gossip, profanity, abusive conduct and negative comments are destructive to our School culture, create false rumors, disrupt school operations and interfere with the privacy of others.

3 What is Retaliation?

Retaliation against an individual for reporting or threatening to report harassment, discrimination or for participating in an investigation of a claim of such conduct is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

As used in this policy, "retaliation" means taking any adverse employment action against an employee because the employee engaged in protected activity pursuant to this policy. Protected activity may include, but is not necessarily limited to, reporting or assisting in reporting suspected violations of this policy, cooperating or participating in investigations or proceedings arising out of a violation of this policy, or engaging in any other activity protected by applicable law.

As used in this policy, an "adverse employment action" means conduct or an action that materially affects the terms and conditions of the employee's employment status or is reasonably likely to deter the employee from engaging in further protected activity. Adverse employment actions may include, but are not limited to, the following: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusing to promote or consider for promotion because of reporting a violation of this policy; harassing another employee for filing a complaint; denying employment opportunities because of making a complaint or for cooperating in an investigation; changing an employee's work assignments for identifying harassment or other forms of discrimination in the workplace; treating an employee differently such as denying an accommodation; not talking to an employee (the "cold shoulder") when otherwise required by job duties; or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

Any retaliatory adverse action because of a protected activity will not be tolerated. If an employee believes they have been subjected to, has witnessed, or has knowledge of retaliation in violation of this policy, please follow the complaint procedure outlined below.

4 Responsibility

All Sherwood Montessori employees have a responsibility for keeping our work environment free of harassment, discrimination, retaliation and abusive conduct in accordance with this policy.

5 Reporting

Sherwood Montessori strongly encourages reporting of all perceived incidents of discrimination, harassment, abusive conduct or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been subjected to such conduct should immediately discuss their concerns with their immediate supervisor, or the School Director. All employees who witness potential violations of this policy, and particularly supervisors, are required to immediately report such incidents to the School Director. Supervisors must report any and all conduct of which they are made aware, which violates, or may violate, policies regarding discrimination, unlawful harassment, or retaliation to the School Director as appropriate. Supervisors who fail to report alleged violations may be subject to disciplinary action, up to and including termination. There is no requirement to report your complaint to any designated supervisor within Sherwood Montessori. Select the individual supervisor with whom you feel the most comfortable discussing your complaint. Do not report your complaint to any individual who has allegedly engaged in the inappropriate behavior that is the subject of your complaint.

Every effort will be made to keep such reports as confidential as possible, although confidentiality cannot be guaranteed. Sherwood Montessori is serious about enforcing its policy against discrimination, harassment and retaliation; however, Sherwood cannot resolve potential violations that it does not know about. Therefore, employees are responsible for bringing any such problems to Sherwood Montessori's attention so it can take whatever steps are necessary to correct the problems.

All complaints submitted pursuant to this policy can be done in writing or verbally. Your complaint should be specific and should include the names of the individuals involved, the names of any witnesses, and any supporting documentation. Employees may choose to submit their complaints anonymously by filling a Google Form: [Anonymous Complaint Form](#). The form will not collect your email, but you must use a Sherwood Montessori domain email to submit the form.

6 Investigation/Complaint Procedure

All complaints of unlawful harassment, discrimination or retaliation will be promptly investigated.

Sherwood Montessori encourages the prompt reporting of complaints or concerns so that rapid and appropriate remedial action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Sherwood Montessori's investigation methods will vary depending on the nature of the complaint, the allegations, the witnesses, and other factors. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have

observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigatory process to the extent possible and consistent with adequate investigation methods and appropriate corrective actions. The School has a compelling interest in protecting the integrity of its investigations. In every investigation, the School has a strong desire to protect witnesses from harassment, intimidation and retaliation, to keep evidence from being destroyed, to ensure that testimony is not fabricated, and to prevent a cover-up. If the School reasonably imposes a confidentiality requirement and you do not maintain such confidentiality, you may be subject to disciplinary action up to and including immediate termination.

All employees are required to fully cooperate with Sherwood Montessori's investigation, which includes, but is not limited to, providing all pertinent information in a truthful manner, submitting pertinent documents in their possession, not interfering with the investigation in any manner, and maintaining an appropriate level of discretion regarding the investigation. Failure to do so may result in disciplinary action, up to and including termination.

During the investigation, Sherwood Montessori will provide regular progress updates, as appropriate, to those directly involved. Sherwood Montessori will strive to complete its investigation as efficiently as possible in light of the allegations and will reach any conclusions based on the evidence collected and credibility of the witnesses.

Sherwood Montessori may investigate conduct in the absence of a formal complaint if the School has reason to believe that an individual has engaged in conduct that violates Sherwood Montessori policies or applicable law. Further, Sherwood Montessori may continue its investigation even if the original complainant withdraws their complaint during the course of the investigation.

Any conduct which Sherwood Montessori believes constitutes harassment, discrimination, abusive conduct, or retaliation in violation of this policy will be dealt with appropriately. Corrective action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as Sherwood believes is appropriate under the circumstances. Due to privacy protection, Sherwood may not be able to fully disclose its entire decision regarding corrective action to the complainant. False and malicious complaints of harassment, discrimination, abusive conduct, or retaliation as opposed to complaints, which, even if erroneous, are made in good faith, may be the subject of appropriate disciplinary action.

7 Conclusion

This policy was developed to ensure that all employees work in an environment free from harassment, discrimination, abusive conduct and retaliation. Any employee who has questions or concerns about these policies should talk with the School Director of Administrative Assistant.

If you believe you have experienced discrimination or harassment you may file a California Civil Rights Department ("CRD") or Equal Employment Opportunity Commission complaint. For information contact the CRD or EEOC. You may find their phone numbers online at www.eeoc.gov and www.calcivilrights.ca.gov, respectively.

8 Training Requirements

Sherwood Montessori requires all employees to abide by California's training requirements, which includes training within six months of hire and retraining every two years thereafter. Employees who fail to complete this required training will be subject to disciplinary action, up to and including termination.

WHISTLEBLOWER POLICY

Sherwood Montessori is committed to maintaining a workplace where employees are free to raise good faith concerns regarding certain business practices, specifically: (1) reporting suspected violations of law, including but not limited to federal laws and regulations; (2) providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; and (3) identifying potential violations of Sherwood Montessori policy, specifically the policies contained in Sherwood Montessori's Employee Handbook.

An employee who wishes to report a suspected violation of law or Sherwood Montessori policy may do so by contacting the Board of Directors.

Sherwood Montessori expressly prohibits any form of retaliation, including harassment, intimidation, adverse employment actions, or any other form of retaliation, against employees who raise suspected violations of law, cooperate in inquiries or investigations, or identify potential violations of Sherwood Montessori. Any employee who engages in retaliation will be subject to discipline, up to and including termination.

Any employee who believes that they have been subjected to any form of retaliation as a result of reporting a suspected violation of law or policy should immediately report the retaliation to one of the following: School Director and Administrative Assistant. Any supervisor, manager, or administrative staff that receives complaints of retaliation must immediately inform the School Director or Administrative Assistant.

Reports of suspected violations of law or policy and reports of retaliation will be investigated promptly and in a manner intended to protect confidentiality to the extent possible, consistent with a full and fair investigation. Information will be disclosed only as it is necessary to complete the investigation and resolve the matter. The School Director and a member of Sherwood Montessori management will conduct the investigation or designate other internal or external parties to conduct the investigation. The investigating parties may notify the concerned individuals of their findings as appropriate.

OPEN COMMUNICATION POLICY

We want to hear from you. Sherwood Montessori strongly encourages employee participation in decisions affecting their employment and their daily professional responsibilities. Our greatest strength lies in our employees and our ability to work together. We encourage open communication about all aspects of our school and organization. Employees are encouraged to openly discuss with their supervisors any problems or suggestions they believe would make our

organization better and stronger. Sherwood Montessori is interested in all our employee's success and fulfillment. We welcome all constructive suggestions and ideas.

Employees who have work-related concerns or complaints are encouraged to discuss them with the individual or individuals directly involved and/or the School Director. Employees are encouraged to raise their work-related concerns as soon as possible after the events that cause concern. Sherwood Montessori will attempt to keep the employee's concerns and complaints confidential to the extent feasible. However, in the course of resolving the matter, some dissemination of information to others may be necessary, appropriate, and/or required by law. Employees with concerns or complaints relating to harassment, discrimination or retaliation should follow the reporting procedure outlined in this Handbook.

LACTATION ACCOMMODATION POLICY

Sherwood Montessori provides a reasonable amount of break time to accommodate an employee's need to express breast milk for the employee's infant child.

A private location to express breast milk will be provided in close proximity to the employee's work area. The employee's normal work area may be used if it allows the employee to express milk in private. In certain circumstances, a temporary location, multipurpose room, or shared space may be provided in accordance with applicable law. The location will also meet the following requirements: not be a bathroom or restroom; be free from intrusion; be shielded from view; be safe, clean, and free of toxic or hazardous materials; contain a surface to place a breast pump and personal items; contain a place to sit; and have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump. In addition, the School shall provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's work area. If a refrigerator cannot be provided, the School may provide another cooling device suitable for storing milk, such as a School-provided cooler.

An employee who would like to request an accommodation to express milk should complete an accommodation request form and contact the employee's supervisor or School Director. The School will engage the employee in an interactive process with the employee to determine when and where lactation breaks will occur, and will respond accordingly, generally within two business days. The School reserves the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations.

Employees requesting an accommodation under this policy should comply with the following requirements:

1. The employee should complete an accommodation request form and contact their supervisor or the School Director to request designation of a location and time to express breast milk under this policy.
2. The requested break time should, if possible, be taken concurrently with other scheduled break periods. Non-exempt employees should clock out for any

lactation breaks that do not run concurrently with normally scheduled rest periods. Any such breaks will be unpaid.

Retaliation for making a lactation accommodation request is strictly forbidden. If the employee believes the employee has been retaliated against it should be reported immediately to Human Resources or the School Director. Discrimination against and harassment of lactating employees in any form is unacceptable will not be tolerated at Sherwood Montessori and will be handled in accordance with Sherwood Montessori's policy on discrimination and harassment.

If any employee believes that they have experienced retaliation or discrimination because of conduct protected by this policy, the employee may also file a complaint with their supervisor and/or the Labor Commissioner's Office. For more information, contact the Labor Commissioner's Office by phone or visit a local office by finding the nearest one on our website: www.dir.ca.gov/dlse/DistrictOffices.htm. The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

PUBLIC RELATIONS

The success of a charter school depends upon the quality of the relationship among the School, its employees, students, parents and the general public. The public impression of Sherwood Montessori and its interest in our school will be formed in part, by Sherwood Montessori employees. Our employees are ambassadors. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, Sherwood Montessori and our school's services.

Below are several things employees can do to help leave people with a good impression of Sherwood Montessori.

These are the building blocks for our continued success:

- Communicate with parents regularly
- Act competently and deal with others in a courteous and respectful manner
- Communicate pleasantly and respectfully with other employees at all times
- Follow up on requests and questions promptly, provide business-like replies to inquiries and requests, and perform all duties in an orderly manner
- Respond to email and voicemail within 24 hours during the workweek
- Take great pride in your work and enjoy doing your very best

ANTI-BIAS ANTI-RACIST EDUCATION

Sherwood is committed to ABAR practices to provide an equal opportunity to all students and families to success. It is understandable and expected that in a diverse community,

misunderstandings may arise that need to be resolved with respectful dialogue. The appropriate response of an employee when a conflict arises with a fellow employee, student, or student family member is one of concern and curiosity with an openness to learning, not defensiveness. Reported perceptions of inequity will be investigated by school leadership and involved employees will be expected to express a commitment to ABAR practices in the process.

ABAR practices also include a willingness to partner with students' families, parents, and guardians with a respect for differences in educational philosophies. Every effort should be made to understand a diverse experience and view of education with cooperation and partnership as the spirit of our work with families.

SCHOOL SUCCESS AND OPPORTUNITY ACT: AB 1266

From the California Department of Education:

AB 1266 clarifies California's student nondiscrimination laws by specifying that all students in K-12 schools must be permitted to participate in school programs, activities, and facilities in accordance with the student's gender identity.

A transgender or gender nonconforming student may not express their gender identity openly in all contexts, including at home. Revealing a student's gender identity or expression to others may compromise the student's safety. Thus, preserving a student's privacy is of the utmost importance. The right of transgender students to keep their transgender status private is grounded in California's antidiscrimination laws as well as federal and state laws. Disclosing that a student is transgender without the student's permission may violate California's antidiscrimination law by increasing the student's vulnerability to harassment and may violate the student's right to privacy.

SECTION 5 – THE EMPLOYMENT PROCESS

EMPLOYEE CLASSIFICATIONS

Each Sherwood Montessori employee is either a “full-time,” “part-time,” or “temporary” employee and either an “exempt” or “non-exempt” employee. Some of the policies and benefits described in this handbook depend on whether the employee is full-time or part-time. Regular full-time employees are those employees regularly scheduled to work between 30 hours or more each week. Regular part-time employees are those regularly scheduled to work less than 30 hours each week. Temporary employees are those employed for short-term assignments or in connection with a specific project or event. Temporary employees are not eligible for employee benefits, except those mandated by applicable law.

Every member of the team is designated as an “Certificated employee” or “Classified employee.” Some of the policies and benefits described in this handbook depend on how the employee is designated.

Exempt employees: This category includes all employees who are determined by the School to be exempt from certain wage and hour provisions of state and federal laws. Exempt employees are paid a fixed salary that is intended to cover all of the compensation to which they are entitled. Because they are exempt, such employees are not entitled to additional compensation for extra hours of work or time off in lieu of additional compensation.

Non-exempt employees: This category includes all employees who are covered by certain wage and hour provisions of state and federal laws. Non-exempt employees are entitled to overtime and double time pay as well as meal and rest breaks, as prescribed by law.

Instructional or Certificated Employee are those employees hired by Sherwood Montessori for the primary purpose of instructing students.

Non-Instructional or Classified Employees includes those employees hired by Sherwood Montessori that do not primarily instruct students, such as administrative, maintenance, assistants and other operational employees.

All employees will be assigned a work schedule suitable for their job assignment and will be expected to begin and end work according to the schedule. Please note that schedules may vary depending on a variety of factors including whether you work during the academic year or on an annual basis. The School Director or your supervisor will assign your individual work schedule. In order to accommodate the needs of our business, it may be necessary to change individual work schedules on either a short-term or long-term basis. All employees are expected to be at their desks or workstations at the start of their scheduled shift, ready to work. If you need to modify your schedule, request the change with Human Resources (at Sherwood this is the School Director

with support from the Administrative Assistant) or your supervisor. All schedule changes or modifications must be approved by the School Director.

Sherwood Montessori reserves the right to assign employees to jobs other than their usual assignment when necessary, provided the employee is capable of performing the essential functions of the alternate assignment. Non-exempt employees are not allowed to perform work at home or away from the School unless specifically authorized for each occurrence by their supervisor. Non-exempt employees are not to work before or to continue working after their scheduled hours unless specifically assigned by the supervisor. Non-exempt employees are not allowed to work “off the clock.” Attendance at school-sponsored functions is not compensated unless the supervisor has required you to attend the function. Employees violating these rules may be subject to disciplinary action up to and including termination.

1 Instructional Employees:

The normal working hours for instructional employees at the school sites are from 8:30 a.m. to 3:30 p.m. with two ten (10) minute rest breaks and a sixty (60) minute meal break. During rainy day schedules, the meal break may be reduced to thirty (30) minutes for indoor recess. Instructional employees may be required to work other than the normal hours and to take their lunch breaks and/or rest breaks on a rotating basis so that classes and student activities are always covered. There will occasionally be activities that will require teacher participation outside of regular business hours such as instructional prep, evening and Saturday family workshops or special meetings. Teachers will have weekly meetings that extend the end of the work day by one hour: 4:30 p.m.

The School Director must approve any exceptions to the regular work schedule for instructional employees.

2 Non-Instructional Employees:

The School Director will determine the normal working hours for non-instructional employees. Non-exempt, non-instructional employees are entitled to two ten (10) minute rest breaks and a thirty (30) minute meal break and are entitled to overtime and double time pay as required by law.

Exempt employees, including Instructional and Non-Instructional employees, will be expected to work the number of hours necessary to complete their assigned responsibilities.

WORKWEEK AND WORKDAY

Sherwood Montessori’s workweek is from Monday at 7:00 A.M. through the following Friday at 6:00 P.M. Sherwood Montessori’s standard workday is 8:30 a.m. to 4:30 p.m. each day.

SCHOOL HOLIDAYS

The School observes 11 paid holidays during the year:

- New Year's Day

- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day

To be eligible for holiday pay, an employee must be full-time and non-exempt and must work both the business day before and after the holiday. Part-time employees, temporary employees, exempt employees (including, but not limited to, teachers) are not eligible for holiday pay. Exempt employees and teachers will receive their regularly scheduled pay during holidays.

Eligible employees will receive time off with pay at their regular rate of pay on the School-observed holidays listed above. When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or following Monday. However, the School may close on another day. Holiday observance will be announced in advance. The School reserves the right to change this policy at any time, with or without notice.

Holiday hours do not count as hours worked for purposes of calculating overtime. For example, if you receive 8 hours of holiday pay on Monday and work 40 hours Tuesday-Saturday (8 hours/day), you will not be eligible for overtime.

Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the School Director. Exempt employees may use paid leave time if the employee has unused leave time available, otherwise the holiday will be unpaid.]All steps will be taken to reasonably accommodate a religious holiday (or practice) absent an undue hardship.

To qualify for holiday pay, all employees must work the last scheduled day before and the first scheduled day after the holiday unless the employee is absent:

- At the Supervisor's request/approval
- Due to closure of schools because of inclement weather
- Prior to or following Jury Duty or Bereavement Leave
- Due to a previously scheduled and approved leave of absence

ATTENDANCE AND PUNCTUALITY

Employees are expected to observe regular attendance and be punctual. Each of our employees is critical to our success. Therefore, regular attendance and punctuality are considered an essential

function of all positions. Employees are expected to report to work as scheduled, on time, and prepared to work. Employees also are expected to remain at work for their entire work schedule, except meal periods, rest periods or when required to leave on authorized School business. Late arrivals, early departures or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided.

If you are unable to report for work on any particular day, you must call the Administrative Assistant at least one hour before the time you are scheduled to begin working for that day. If you call in less than one hour before your scheduled time to begin work, you will be considered tardy for that day. Absent extenuating circumstances or a medical provider's order excusing you from work for a period of time, you must call in on any day you are scheduled to work and will not report to work. The School understands that in some cases, advance notice is not possible. In these cases, notify the Administrative Assistant personally at the earliest possible moment. In some circumstances, you may be required to provide verification of or documentation for your absence.

More than three instances of non-illness related tardiness by any employee during any twelve-month period are considered excessive. Any unexcused absence is considered excessive.

If you fail to report for work without any notification to the Administrative Assistant and the absence continues for a period of three business days, the School will determine that you have abandoned your job and voluntarily terminated your employment.

Absences protected by local, state and federal law do not count as violations of this policy. Paid sick time protected under California law does not count as a violation of this policy.

TIME SHEETS (NON-EXEMPT EMPLOYEES)

Non-exempt employees must accurately complete time sheets within the School's timekeeping system on a daily basis. Each time record must show the exact time each work period began and ended, the meal periods taken, and your signature. Absences and overtime must be accurately identified on your time record. Any work performed before or after any regularly scheduled work shift must be approved in advance by the employee's supervisor or school leadership. All time actually worked must be recorded. This includes the use of laptops, computers, PDAs or cell-phones to check work email, voicemail or to send text messages after hours. You cannot record time and/or submit a time record for another employee. Each employee must sign and submit their own time record. Non-exempt employees are not allowed to work "off the clock." Working "off the clock" violates our School's policy. Any errors on an employee's time record should be reported immediately to the employee's supervisor or Human Resources.

Time sheets must remain in the mailbox of the employee in the office. Employees may take a copy home, but the original time sheet must be updated daily and kept in the office. When calculating the total hours of a shift, round up to the nearest quarter hour. Time sheets should match the shifts assigned on the Conditions of Employment document. If an employee is substituting for another position, a Sub Time Sheet should be filled and the position the employee is substituting for must be indicated. Please ask the Administrative Assistant any questions you may have about filling the time sheet.

Exempt employees must report full days of absence from work. Planned absences must be recorded on the Absence Request form for both exempt and non-exempt employees. Planned and unplanned absences must be recorded on the Absence Verification form.

MEAL AND REST PERIODS (NON-EXEMPT EMPLOYEES)

All non-exempt employees are provided with an opportunity to take meal and rest periods consistent with the law. During your meal periods and rest periods, you may not work at all. You are excused from all duties. In addition, please understand that you may not combine required meal or rest periods in order to take a longer break. Also, you may not miss a required meal or rest period in order to start work later or leave work earlier. In the rare event that you believe you cannot take a meal or rest period, or you are unable to take a full meal or rest period pursuant to School policy or you must begin your meal period more than five hours after your work period began, you must notify Human Resources in advance whenever possible (and, in any event, as soon as possible) so that the proper measures may be taken. If you leave the premises for either a meal or rest break, you are doing so for strictly personal reasons and will not be covered by worker's compensation.

Failure to comply with the School's policy regarding meal and/or rest periods can lead to discipline, up to and including termination.

3 Meal Periods

Non-exempt employees (hourly employees) scheduled to work more than five hours in a day are provided a 30-minute uninterrupted duty-free unpaid meal period. The meal period must be taken before the end of the fifth (5th) hour of work. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin their meal period no later than 12:00 p.m. (noon). Your supervisor may schedule your meal periods.

The employee may waive this meal period if their workday will be completed within a total of six hours or less. To waive a meal period, the employee must receive prior written approval from the School Director and complete a "Meal Period Waiver" form.

If an employee's day exceeds ten hours of work time, the employee is entitled to an additional 30-minute uninterrupted duty-free unpaid meal break. The employee may only waive this second meal period if they have taken the required first meal break of at least 30 minutes and their workday will not exceed 12 hours. To waive the second meal period, the employee must receive prior written approval from the School Director and complete a "Second Meal Period Waiver" form.

<u>Hours Worked</u>	<u>Number of Meal Periods</u>
0 hours to 5 hours	No meal period
Over 5 hours to 10 hours	1 30-minute meal period
Over 10 hours to 14 hours	2 30-minute meal periods

Non-exempt employees must observe assigned working hours, the time allowed for meal periods, and report any interrupted, missed, late or short meal periods on that days' time record and to the employee's supervisor immediately. The meal period must be accurately recorded on the employee's time sheet. Meal periods are unpaid time and employees are free to leave the premises. Meal periods may not be combined with rest periods or used to come in later or leave earlier on a workday. Non-exempt employees are expected to return to work promptly at the end of any meal period.

4 Rest Periods

Non-exempt employees are authorized and permitted to take a 10-minute uninterrupted rest period for each four (4) hours of work or major fraction thereof which is defined as any amount of time over two (2) hours. Your supervisor may schedule your rest periods. Rest periods should be taken as close to the middle of a work period as possible and cannot be taken in conjunction with a meal period. Rest periods are paid work time; they cannot be waived by the employee in order to shorten the workday or used towards additional time off. During rest periods, employees are not required to stay on the premises, however, non-exempt employees are expected to return to work promptly at the end of any rest period.

<u>Hours Worked</u>	<u>Number of Rest Periods</u>
3.5 hours to 6 hours	1 10-minute rest period
Over 6 hours to 10 hours	2 10-minute rest periods
Over 10 hours to 14 hours	3 10-minute rest periods

Non-exempt employees must observe assigned working hours, the time allowed for rest periods, and report any missed rest period on the days' time record and to the employee's supervisor immediately. Employees are encouraged to report any concerns regarding meal or rest periods to Human Resources.

5 Reporting Form

In addition to reporting it on their time record, any employee who misses a meal or rest period or who experiences a late, short, or interrupted meal period—for any reason—must immediately report this issue to their supervisor and complete a Non-Exempt Employee Meal and Rest Period Reporting Form. The employee must fill out all fields on the form, including providing a thorough explanation for the non-compliant meal or rest period. The employee must complete and turn in this form to the Administrative Assistant on the same workday that they experienced the non-compliant meal or rest period.

If an employee voluntarily chooses to miss a meal or rest period or take a late, short, or interrupted meal period (e.g., I chose to take my lunch later in the day or I chose to refuse an “authorized” meal period at the time provided by Sherwood Montessori), the employee is not entitled to premium pay (one additional hour of pay). If an employee involuntarily experiences a missed meal or rest period or a late, short, or interrupted meal period (e.g., my supervisor asked me to handle a call or meeting that caused me to miss or take a late meal period), the employee is entitled

to premium pay. Employees must report the reason for the non-compliant meal or rest period on the Non-Exempt Employee Meal and Rest Period Reporting Form.

PAYDAYS

Paydays at Sherwood Montessori are the last business day of the month. The Office Manager or their designee will distribute checks to those who do not have direct deposit. If a normally scheduled pay day falls on a weekend or holiday, paychecks will be distributed the preceding business day. A written, signed authorization is required for mail delivery or for delivery of your paycheck to any other person. If you have automatic deposit for your paycheck, your funds will be deposited to the financial institution you requested by the end of business on the scheduled payday. While an automatic deposit may actually credit to your account before your actual “payday,” the School is not responsible for automatic payments or withdraws dated prior to your actual payday and you should not depend on early deposits of your pay.

PAYROLL WITHHOLDINGS

Sherwood is required by law to withhold Federal Income Tax, State Income Tax, Social Security (FICA), State Teachers Retirement Service (STRS for eligible credentialed faculty or PERS, for qualified members) and State Disability Insurance from each employee's paycheck as outlined below. Additionally, if a garnishment, tax levy, or an order to withhold child support payments should be delivered, Sherwood Montessori must comply with that order within the time allowed by law and cannot postpone the payroll deduction for any reason. Voluntary deductions, which must be authorized in writing by employees, may include retirement plans, employee portion of insurance premiums, or any other benefit made available to employees.

If an employee believes an error has been made in their pay or deductions Sherwood Montessori will work in good faith to resolve errors as soon as possible. The employee should notify the School Director of any errors in pay or deductions withheld within seven (7) days from the date paid.

Every deduction from the employee's paycheck is explained on the check voucher/paystub. If the employee does not understand the deduction, then they should ask the Administrative Assistant to explain it. The employee may change the number of withholding allowances they wish to claim for Federal and/or State Income Tax purposes before any pay period by filling out a new W-4 form and submitting it to the School Director.

SECTION 6 – CONDITIONS OF EMPLOYMENT

IMMIGRATION LAW COMPLIANCE

Sherwood Montessori employs only those authorized to work in the United States in compliance with the Immigration and Control Act of 1986. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 no later than the first day of work for pay and present original documentation establishing identity and employment eligibility as outlined on the I-9 instruction forms no later than three business days after they begin work. Former employees who are rehired must also complete the form if they have not completed an I-9 with Sherwood Montessori within the past three years or if their previous I-9 is no longer retained or valid.

CREDENTIAL REQUIREMENTS

If you are a credentialed team member, you must provide copies of your credential, certificate of clearance, transcripts, and test scores prior to your first day of actual work and if already employed, prior to the start of the academic year if applicable. Failure to provide these documents may delay your ability to begin work.

You are also responsible for keeping required certificates, credentials, and registrations current and in good standing, for paying the costs associated with renewal, and for providing both your principal and the School with verification of renewals. Failure to provide these updated documents to the School may result in suspension without pay until such time as the necessary documentation has been provided.

TUBERCULOSIS TEST

Before the first day of employment, all new employees must have had a tuberculosis test as described in Education Code 49406 or a TB Risk Assessment (pursuant to AB1667) within the past 60 days. Employees transferring from other public or private schools within the State of California must either provide proof of an examination or a completed Risk Assessment within the previous 60 days or a certification showing that they were examined within the past four (4) years and was found to be free of communicable tuberculosis. The current physician's statement or Risk Assessment must be on file in the office before the first day of employment. Failure to provide documentation on time may result in delay of your ability to begin work or termination.

Results of these tests are strictly confidential. TB Clearance is good for four years and it is the employee's responsibility to remain in compliance and ensure the school has a valid certificate on file.

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

CRIMINAL BACKGROUND CHECK

All employees must have Live Scan fingerprint results on file with Sherwood Montessori in accordance with applicable law. Live Scan fingerprinting will be required of all job applicants, employees, and volunteers as required by California and federal law. These background checks are performed through a fingerprinting service coordinated by the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI). Civil or criminal background checks may also be required of applicants and/or employees based on job duties or any other factors in accordance with applicable law.

Employees with adverse background information (such as certain specific criminal convictions) may be ineligible for employment with Sherwood Montessori.

Sherwood Montessori shall also request subsequent arrest notification from the Department of Justice and take all appropriate action based upon such further notification in accordance with applicable law. Additionally, should an employee, during their employment with Sherwood, be arrested for, charged with, or convicted of any offense, the employee must immediately report as much to Human Resources or the School Director.

CHILD ABUSE AND NEGLECT REPORTING ACT

If, within your professional capacity or within the scope of your employment, you observe or gain possession of knowledge that a child has been a victim of child abuse or sexual abuse or neglect, or you reasonably suspect it, California Penal Code Section 11166 requires you to immediately report this information or suspicion to a child protective agency or the police. The report shall be made by phone as soon as possible and a subsequent written report must be sent within 36 hours of your knowledge or suspicion of the abuse. Failure to meet these obligations can result in a monetary fine and/or jail.

While each employee has the responsibility to ensure the reporting of any child they suspect is a victim of abuse, the employee is not to verify the suspicion or prove that abuse has occurred. It is extremely important that Sherwood Montessori employees comply with the requirements of the Child Abuse and Neglect Reporting Act (CANRA). No mandated reporter can be held civilly or criminally liable for any report required or authorized by CANRA.

The School Director is available to answer any questions employees may have about their responsibilities under CANRA, or to assist an employee in making a report under CANRA. If an employee makes a report pursuant to CANRA without Sherwood Montessori's assistance, they are required to notify Sherwood of the report if it is based on incidents they observed or became aware of during the course and scope of their employment with Sherwood Montessori.

FIRST-AID AND CPR TRAINING

All individuals working unsupervised with children or in a classroom setting (i.e. core teachers, advisors, coaches, non-core teachers, administrators) must receive, renew, and maintain basic first-aid and CPR certification by the first day of school. Any employee required to be first aid certified and hired after the beginning of the school year will be required to provide proof of completion of both First Aid and CPR training prior to the first day of work.

For additional information on the training required, please contact the Administrative Assistant.

PERSONNEL FILES

An employee or former employee (or designee) has the right to inspect or receive a copy of their personnel records at reasonable times, at a reasonable place, and on reasonable advance notice to the Administrative Assistant. All requests should be put in writing preferably on the form maintained by Administration. If the request includes a request for copies the employee or former employee may be required to pay for the actual costs of copying. Employer will respond to such a request within 30 days of receipt of the written request.

Employees are not entitled to inspect or copy: letters of reference, records that relate to an investigation of possible criminal activity, ratings, reports or records obtained prior to employment, prepared by examination committee members or obtained in connection with a promotional examination.

CHANGES IN EMPLOYMENT

An employee is responsible for notifying the Office Manager about changes in the employee's personal information and changes affecting the employee's status (for example, name changes, address or telephone number changes, marriages or divorces, etc.). This notification by the employee must occur as close to the change as possible, but no later than 30 days following the change.

SECTION 7 – PERFORMANCE

EMPLOYEE PERFORMANCE REVIEW

Supervisors will generally conduct performance reviews with all regular full-time and regular part-time employees annually. Supervisors may conduct informal performance reviews and goal setting sessions more often if they choose.

Performance reviews are designed for the supervisor and the employee to discuss their current job tasks, encourage and recognize attributes, and discuss positive, purposeful approaches for meeting work-related goals. Together, the employee and supervisor discuss ways in which the employee can accomplish goals or learn new skills. The goal setting sessions are designed for the employee and their supervisor to make and agree on new goals, skills, and areas for improvement.

It is important to prepare for these reviews carefully, and participate in them fully.

SECTION 8 – LEAVES

FAMILY MEDICAL LEAVE ACT (FMLA)/CALIFORNIA FAMILY RIGHTS ACT (CFRA)

Eligible employees may request a family and medical leave of absence under the circumstances described below. Eligible employees are those who have been employed by the School for at least 12 months (not necessarily consecutive), have worked at least 1250 hours during the 12 months immediately prior to the family and medical leave of absence. For purposes of FMLA leave, an eligible employee must also be employed at a worksite where there are 50 or more employees of the School within 75 miles. Please check with the School Director to determine whether you are eligible for FMLA/CFRA leave.

Ordinarily, you must request a planned family and medical leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, you must request the leave as soon as practicable. You should use the School's request form, which is available upon request from the Administrative Assistant. Failure to comply with this requirement may result in a delay of the start of the leave.

A family and medical leave may be taken for the following reasons:

1. the birth of an employee's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child;

2. the care of the employee's spouse, child, parent with a "serious health condition";
3. for CFRA only, the care of the employee's "family member with a "serious health condition";
4. the "serious health condition" of the employee;
5. for FMLA only, the care of the employee's spouse, child, parent, or next of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
6. any qualifying exigency as defined by the applicable regulations arising out of the fact that the employee's spouse, child, registered domestic partner (CFRA only) or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces.

For CFRA only, a "family member" includes the employee's spouse, parent, child of any age, registered domestic partner, grandparent, grandchild, sibling, parent-in-law, and a "designated person". A "designated person" is someone else with a blood or family-like relationship with the employee. The employee may identify this person at the time the employee requests a CFRA leave. The employee is limited to one (1) designated person per 12-month period for purposes of a CFRA leave.

A "serious health condition" is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider. You may take a leave under paragraph (2) or (3) above only if due to a serious health condition of a family member as described in paragraph (2) or (3) requires your care or assistance as certified in writing by the family member's health care provider. If you are seeking a leave under paragraph (4) above, you must provide the School with a medical certification from your health care provider establishing eligibility for the leave, and you must provide the School with a release to return to work from the health care provider before returning to work. You must provide the required medical certification to the School in a timely manner to avoid a delay or denial of leave. You may obtain the appropriate forms from the Administrative Assistant.

FMLA/CFRA leave is unpaid and both may be taken for up to 12 workweeks during the designated 12-month period (with the exception of FMLA qualifying leaves to care for a member of the Armed Services who has a serious illness or injury, which may be taken for up to a total of 26 workweeks of leave during a single 12-month period). The 12-month period will be defined as a "rolling twelve months" looking backward over the preceding 12 months to calculate how much family and medical leave time has been taken and therefore determine the amount of leave that is available. FMLA qualifying leaves to care for a member of the Armed Services who has a serious illness or injury will be calculated on the 12-month period looking forward. All time off that qualifies as family and medical leave will be counted against your state and federal family and medical leave entitlements to the fullest extent permitted by law.

You will be required to use any accrued leave time during unpaid family and medical leave (e.g. for example, any period in which you are not receiving a wage supplement through the EDD). You will also be required to use any accrued paid sick leave during unpaid family and medical leave that is due to your own or a family member's serious health condition. However, if an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program) or workers' compensation insurance plan, the employee and the School may mutually agree to supplement such benefit payments with available leave and/or paid sick leave.

Benefit accrual, such as leave time, PSL, and holiday benefits, will be suspended during the approved leave period and will resume upon return to active employment. During FMLA/CFRA leave, group health benefits will be maintained as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

If you do not return to work on the first workday following the expiration of an approved FMLA/CFRA leave, you may be deemed to have resigned from your employment. Upon returning from such a leave, you will normally be reinstated to your original or comparable position and will receive pay and benefits equivalent to those you received prior to the leave, as required by law. In certain circumstances under FMLA, "key" employees may not be eligible for reinstatement following a family and medical leave. The School will provide written notice to any "key" employee who is not eligible for reinstatement.

If you have any questions concerning, or would like to submit a request for a family and medical leave of absence, please contact the School Director.

PREGNANCY DISABILITY LEAVE

The School provides pregnancy disability leaves of absence without pay to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions. Employees should make requests for pregnancy disability leave to their supervisor at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. A health care provider's statement must be submitted, verifying the need for such leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to the School. Employees returning from pregnancy disability leave must submit a health care provider's verification of their fitness to return to work.

The School will make a good faith effort to provide reasonable accommodations and/or transfer requests when such a request is medically advisable based on the certification of a health care provider. When an employee's health care provider finds it is medically advisable for an employee to take intermittent leave or leave on a reduced work schedule and such leave is foreseeable based on planned medical treatment because of pregnancy, the School may require the employee to transfer temporarily to an available alternative position. This alternative position will have an equivalent rate of pay and benefits and must better accommodate recurring periods of leave than the employee's regular job.

Eligible employees are normally granted unpaid leave for the period of disability, up to a maximum of four months (or 17 1/3 weeks or 693 hours) per pregnancy. Employees will be required to use any accrued sick time during any unpaid portion of pregnancy disability leave (e.g. for example, any period in which you are not receiving a wage supplement through the EDD). Employees may also elect to use any accrued leave time during any unpaid portion of pregnancy disability leave. If an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program), the employee and the School may mutually agree to supplement such benefit payments with available leave time and/or sick leave.

Benefit accrual, such as leave time, paid sick leave, and holiday benefits, will be suspended during the approved pregnancy disability leave period and will resume upon return to active employment. Group health benefits will be maintained during the approved pregnancy disability leave as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave is requested to provide the School with at least one week's advance notice of the date they intend to return to work.

When an approved pregnancy disability leave ends, the employee will be reinstated to the same position, unless the job ceases to exist because of legitimate business reasons. An employee has no greater right to reinstatement to the same position or to other benefits and conditions of employment than if they have been continuously employed in this position during the pregnancy disability leave or transfer. If the same position is not available, the employee will be offered a comparable position in terms of such issues as pay, location, job content, and promotional opportunities, if one exists. An employee has no greater right to reinstatement to a comparable position or to other benefits or conditions of employment than if the employee would not have otherwise been employed if leave had not been taken.

If you have any questions regarding pregnancy disability leave, please contact the School Director.

MILITARY SPOUSE LEAVE

An eligible employee-spouse of a qualified service member is entitled to take ten (10) days of unpaid leave during a period when the spouse or registered domestic partner is on leave from military deployment.

An eligible employee must work an average of 20 hours per week; have a spouse or registered domestic partner who is a member of the Armed Forces, National Guard or Reserves; must provide notice of their intention to take the leave within two (2) business days of receiving official notice that the service member will be on leave from deployment; and submit written documentation certifying that the service member will be on leave during the time the leave is required.

The employee may use accrued leave time/sick leave during this unpaid time off.

WORKERS' COMPENSATION LEAVE

Employees that are temporarily disabled due to a work-related illness or injury will be placed on workers' compensation leave. The duration of your leave will depend upon the rate of your recovery and the medical provider's recommendation. Workers' compensation leave will run concurrently with any other applicable medical leave of absence (i.e., FMLA/CFRA if applicable). The School Director will reach out to employees that have requested a workers' compensation leave regarding employer provided health insurance benefits. If you have any questions concerning this leave and/or any benefit related questions, please contact the School Director.

BEREAVEMENT LEAVE

Sherwood Montessori provides time off to eligible employees in the event of the death of a "family member". To be eligible for Bereavement Leave, the employee must be employed for at least thirty (30) days prior to starting Bereavement Leave. If an employee is eligible for Bereavement Leave and the employee experiences the death of a family member, the employee may take up to five (5) days of Bereavement Leave.

For purposes of this policy, a family member is defined as a: spouse, domestic partner, child, parent, parent-in-law, sibling, grandparent and grandchild.

The days of Bereavement Leave do not need to be taken consecutively; however, the employee must use Bereavement Leave within three (3) months of the death of the family member, at which time any remaining unused Bereavement Leave will expire.

Within the first thirty (30) days of the first day of Bereavement Leave, an employee must provide the School Director with documentation to support the need for Bereavement Leave which may include a death certificate; a published obituary, verification of death, burial or memorial service from a mortuary, funeral home, burial society, crematorium, religious institution or governmental agency.

Bereavement Leave is unpaid; however, an employee may elect to use any accrued leave time.

REPRODUCTIVE LOSS LEAVE

Sherwood Montessori grants time off to eligible employees in the event you suffer a qualifying reproductive loss event as defined in this policy.

To be eligible for reproductive loss leave, you must be employed for at least 30 days prior to starting leave.

If you are eligible and experience a reproductive loss event, you may take up to five days of reproductive loss leave.

For purposes of this policy, a reproductive loss event is the day, or the final day for a multiple day event, of one of the following:

- **Failed adoption:** The dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party, if you would have been a parent of the adoptee if the adoption had been completed.
- **Failed surrogacy:** The dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate, if you would have been a parent of a child born as a result of the surrogacy.
- **Miscarriage:** May be a miscarriage by you, your current spouse or domestic partner, or by another individual if you would have been a parent of a child born as a result of the pregnancy.
- **Stillbirth:** May be a stillbirth resulting from your pregnancy, the pregnancy of your current spouse or domestic partner, or another individual if you would have been a parent of a child born as a result of the pregnancy.
- **Unsuccessful assisted reproduction:** An unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure (i.e., artificial insemination or an embryo transfer, including gamete and embryo donation). Assisted reproduction does not include reproduction through sexual intercourse. This event applies to you, your current spouse or domestic partner, or another individual, if you would have been a parent of a child born as a result of the pregnancy.

The days of reproductive leave do not need to be taken consecutively, however, you must complete your reproductive loss leave within three months of your reproductive loss event, or, if prior to or immediately following your reproductive loss event, you are on or choose to go on leave under California's pregnancy disability law, the California Family Rights Act, or any other leave provided by state or federal law, then you may complete your reproductive loss leave within three months of the end of the other leave, at which time any remaining unused reproductive loss leave will expire.

Reproductive loss leave is unpaid; however, you may choose to use previously accrued paid leave time available to you.

If you experience more than one reproductive loss event within a 12-month period, you can receive another five days of reproductive loss leave. You are limited to a total of 20 days of reproductive loss leave within a 12-month period.

Any information provided to Sherwood Montessori related to this leave will be maintained as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

JURY DUTY LEAVE

All employees who receive a notice of jury/witness duty must notify their supervisor as soon as possible so that arrangements may be made to cover the absence. In addition, employees must provide a copy of the official jury/witness duty notice to their supervisor. Employees must report for work whenever the court schedule permits. Either the School or the employee may request an excuse from jury/witness duty if, in the School's judgment, the employee's absence would create serious operational difficulties.

Non-exempt employees who are called for jury/witness duty will be provided time off without pay. Exempt employees will receive their regular salary unless they do not work any hours during the course of a workweek. Employees may elect to use any accrued leave time during jury/witness duty leave.

In the event that the employee must serve as a witness within the course and scope of their employment with the School, the School will provide time off with pay.

TIME OFF TO VOTE

The School will allow any employee who is a registered voter and does not have enough time outside of working hours to vote in a statewide election up to two (2) hours of work time to vote. If employees are unable to vote in an election during their non-working hours, then the School will grant up to two hours of paid time off to vote. The request must be made at least two (2) working days in advance. The time must be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule unless the School and the employee agree otherwise.

An employee may also serve as an election official on Election Day without being disciplined, however the School will not pay the employee for this time off. Accrued unused leave time may be paid to the employee for this time off.

Employees must submit a voter's receipt on the first working day following the election to qualify for paid time off. Nothing in this policy requires the employee to bring their mail (absentee) ballot to work, including mailing such absentee ballots from work.

SCHOOL ACTIVITIES LEAVE

The School encourages employees to participate in the school activities of their child(ren). If you are the parent or guardian of a child who is in school up to grade 12, or who attends a licensed day care facility, you may take up to 40 hours of unpaid leave per year to participate in the activities of the school or day care facility, to find, enroll or reenroll your child in a school or with a licensed child care provider and/or to address a child care provider or school emergency.

The leave is subject to all of the following conditions:

- The time off for school activity participation cannot exceed eight (8) hours in any calendar month, or a total of forty (40) hours each year;
- Unless it is an emergency, employees planning to take time off for school visitations must provide as much advance notice as possible to their supervisor;
- If the School employs both parents, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by their supervisor;
- Employees must use existing leave time in order to receive compensation for this time off;
- Employees who do not have paid time off available will take the time off without pay.
- Documentation of participation may be requested and will be sufficient if it is provided in writing by the school or the licensed child care/day care facility.

SCHOOL APPEARANCE/SUSPENSION LEAVE

If the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert their supervisor as soon as possible before leaving work. To be eligible for time off to attend a child's school, the employee must be the parent of a child in kindergarten or in grades 1-12 and must present the school's letter, which requests the employee's appearance at the school, to their supervisor at least two days before the requested time off.

This leave is unpaid but the employee may choose to use accrued leave time. You will not be discharged or discriminated against because of an absence protected by this law.

CRIME VICTIM LEAVE

Employees are allowed to be absent from work to attend judicial proceedings related to a violent felony, serious felony (as defined by the California Penal Code) or felonies related to theft or embezzlement if:

- The employee is a victim of such a crime;
- An immediate family member (i.e., spouse, registered domestic partner, child, step-child, sibling, step-sibling, parent, step-parent, or the child or a registered domestic partner) of an employee is a victim of such a crime;

An employee must give reasonable advance notice to the school by providing documentation of the proceeding. Documentation may be from any of the following:

- Notice from the court or government agency setting the hearing;

- The district attorney or prosecuting attorney's office; or
- The victim/witness assistance office advocating on the victim's behalf.

This leave is unpaid but the employee may choose to use accrued leave time or sick leave. You will not be discharged or discriminated against because of an absence protected by this law.

DOMESTIC VIOLENCE LEAVE/SEXUAL ASSAULT/STALKING LEAVE

If you are a victim of crime or abuse, including domestic violence, sexual assault, stalking, or a crime that caused physical injury or, in certain cases, mental injury, or that caused the death of an immediate family member, you may take time off to obtain or attempt to obtain judicial relief, such as obtaining restraining orders, to help insure your health, safety or welfare or that of your child(ren). Employees may use available leave time (if applicable) or accrued PSL. Otherwise, the time off is unpaid. All employees can take time off from work to get medical attention or services from a domestic violence shelter, program, or rape crisis center, or receive psychological counseling or safety planning related to domestic violence, sexual assault, or stalking. Domestic violence, sexual assault and stalking victim's leave for medical treatment does not exceed or add to the unpaid leave time that FMLA/CFRA allows.

You must give the School reasonable notice unless advance notice is not feasible, and provide certification that you are seeking such assistance.

Certification may be sufficiently provided by any of the following:

- A police report indicating that you were a victim crime or abuse;
- A court order protecting or separating you from the perpetrator of an act of crime or abuse, or other evidence from the court or prosecuting attorney that you appeared in court; or,
- Documentation from a medical professional, domestic violence advocate or advocate for victims of sexual assault, health care provider, or counselor that you are undergoing treatment for physical or mental injuries or abuse due to the crime or abuse.
- Any other form of documentation that reasonably verifies the crime or abuse occurred which can include a written statement signed by you or an individual acting on your behalf certifying that the absence(s) is for the purpose authorized under this leave.

Employees have the right to ask the School for help or changes in their workplace to make sure they are safe at work. The School will work with its employees to see what changes can be made. Changes in the workplace may include putting in locks, changing shifts or phone numbers, transferring or reassigning the employee, or help with keeping a record of what happened to the employee. The School may ask the affected employee for a signed statement certifying that this request is for a proper purpose and may also request proof showing the need for an accommodation.

The School will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision. The School will not discharge, discriminate or retaliate against an employee who exercises their rights under this law.

Sherwood Montessori is committed to ensuring employees are not treated differently or retaliated against because of any of the following:

- The employee is a victim of domestic violence, sexual assault, or stalking.
- The employee asked for time off to get help.
- The employee asked Sherwood Montessori for help or changes in the workplace to ensure safety at work.

If any employee believes that they have experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with their supervisor and/or the Labor Commissioner's Office.

For more information, contact the Labor Commissioner's Office by phone at 213-897-6595 or visit a local office by finding the nearest one on the website: www.dir.ca.gov/dlse/DistrictOffices.htm. The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

MILITARY LEAVE

California's military leave laws and the Uniformed Services Employment and Reemployment Rights Act ("USERRA") ensure that employees are not adversely affected in their employment after taking leave for military service. Employees who serve in the military and are entitled to a military leave of absence without pay from the School under applicable laws should notify the School Director regarding the need for military leave.

Please see the School Director for more information regarding job reinstatement rights upon completion of military service.

ADULT LITERACY LEAVE

Pursuant to California law, the School will reasonably accommodate any eligible employee who seeks to enroll in an adult literacy education program, provided that the accommodation does not impose an undue hardship on the School. The School does not provide paid time off for participation in an adult literacy education. However, you may utilize accrued leave time if you want compensation for this time off. If you do not have accrued leave time available, you will be permitted to take the time off without pay.

ORGAN DONOR / BONE MARROW DONOR LEAVE

The School will provide up to five business days of paid leave within a one-year period to an employee who donates bone marrow to another person. In addition, the School will provide up to 30 business days of paid leave within a one-year period and up to another 30 business days of unpaid leave within a one-year period to an employee who donates an organ to another person. The one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months. You must give as much notice as is practicable and must provide certification of the medical necessity of the procedure. You will be required to use up to ten (10) days of any accrued paid leave (sick and/or leave time) for organ donation and up to five (5) days accrued paid leave (sick and/or leave time) for bone marrow donation. This leave does not run concurrently with FMLA/CFRA. You must have been employed for at least a 90-day period immediately preceding the beginning of the leave, if otherwise eligible.

You may take this leave incrementally, as medically necessary, or all at one time. All health benefits shall be maintained during this leave to the extent they exist at the time of the leave. This leave shall not be considered a break in service and the employee shall continue to accrue paid time off and other benefits as if they had continued working. The Employee shall be required to pay any portion of their benefits they are currently paying.

An employee shall not have any greater rights during this leave than if they have been actively working during this time but will be reinstated to their same or equivalent job prior to the leave. No employee shall be discriminated or retaliated against for taking an organ donation or bone marrow leave.

DRUG & ALCOHOL REHABILITATION LEAVE

Sherwood Montessori will reasonably accommodate any eligible employee who volunteers to enter and participate in an alcohol or drug rehabilitation program, if the reasonable accommodation does not impose an undue hardship on the School. Reasonable accommodation includes time off without pay and adjusting work hours. You may use accrued and unused leave time or paid sick leave. All reasonable measures to safeguard your privacy will be maintained.

This policy in no way restricts the Sherwood Montessori's right to discipline an employee, up to and including termination of employment, for violation of Sherwood Montessori's Drug and Alcohol Policy.

VOLUNTEER CIVIL SERVICE LEAVE

In California, no employee shall receive discipline for taking time off to perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. If you are participating in this kind of emergency duty, please alert your supervisor so that they may be aware of the fact that you may have to take unpaid time off for emergency duty. In the event that you need to take time off for emergency duty, please alert your supervisor before doing so whenever possible.

Emergency Duty is unpaid. You may choose to use your accrued leave time if you wish to receive compensation for this time off, but you are not required to do so.

If you feel you have been treated unfairly as a result of taking or requesting Emergency Duty, you should contact your supervisor or any other manager, as appropriate.

CIVIL AIR PATROL LEAVE

Sherwood Montessori provides eligible employees who are volunteer members of the California Wing of the Civil Air Patrol and are called to emergency operational missions up to 10 days of unpaid leave per calendar year. Leave for a single emergency operational mission will generally be limited to three days unless an extension is granted by appropriate government entities and approved by the School.

To be eligible, employees must have been employed with Sherwood Montessori for 90 days immediately preceding the commencement of leave. Additionally, the School may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave requested or taken.

Employees are required to give the School as much notice as possible of the intended dates upon which the leave would begin and end. The School will restore the employee to the position they held when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment, unless the employee is not restored because of conditions unrelated to the exercise of the leave rights by the employee. The time off is unpaid. However, an employee may utilize accrued leave time.

SECTION 9 – BENEFITS

SICK LEAVE

The School enacted this policy in accordance with the California Healthy Workplaces, Healthy Families Act to provide paid sick leave (“PSL”) to eligible employees.

1 Eligible Employees

All employees (including part-time and temporary) who work for the School 30 or more days within a year in California are eligible to accrue PSL beginning on the first day of employment under the accrual rate and cap set forth in this policy.

2 Permitted Use

Eligible employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventive care for) the employee or the employee’s family member. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, sibling of the employee or “designated person”. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis, regardless of the age or dependency status of the child. “Parent” means a biological, foster, or adoptive parent; a step-parent; or a legal guardian of the employee or the employee’s spouse or registered domestic partner. A parent may also be someone who accepted the duties and responsibilities of raising the employee when the employee was a minor child, even if they are not the employee’s legal parent. “Spouse” means a legal spouse, as defined by California law. A “designated person” is any individual the employee identifies at the time the employee requests PSL. An employee is limited to one designated person per 12-month period for purposes of PSL.

Employees may also use their PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault, including being a victim of crime or abuse.

3 Accrual Rate, Maximum, and Carryover

Eligible employees will accrue one hour of PSL for every 30 hours worked beginning on their first day of employment. Accrual for non-exempt employees will be calculated based on actual hours worked. Accrual of PSL for eligible exempt employees will be calculated based on a 40-hour workweek or the employee’s normal workweek if the employee normally works less than 40 hours. PSL accrues on an as-worked basis and does not accrue during any non-working time or unpaid leave of absence.

There is a cap on PSL accrual. Employees may accrue up to 10 days or 80 hours of PSL. Once the employee’s PSL reaches the maximum, further accrual of PSL is suspended until the employee has reduced the PSL balance below this limit. In such a case, no PSL will be earned for the period in which the employee’s PSL was at the maximum. Accrued but unused PSL will carry over from year to year, subject to this maximum accrual.

4 Limits on Use

Eligible employees may use accrued PSL beginning on the 90th day of employment. Each school year, employees may only use a maximum of 5 days or 40 hours of their accrued PSL.

PSL may be taken in minimum increments of one hour. If an exempt employee absents themselves from work for part or all of a workday for a reason covered by this policy, they will be required to use accrued PSL to make up for the absence.

5 Notification

The employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, the employee must provide notice as soon as practicable.

6 Termination

Employees will not receive pay in lieu of accrued but unused PSL. Accrued but unused PSL will not be paid out upon termination.

7 No Discrimination or Retaliation

The School prohibits discrimination or retaliation against employees for using their PSL.

LEAVE POLICY

Emergency Leave

Emergency leave is available to full time employees to provide for full salary and benefits for absences due to personal illness or injury that prevent the employee from working or for the following reasons:

1. Appearance in court as an interested party or under subpoena;
2. Death of an immediate family member;
3. An emergency caused by an accident or illness that requires the employee to be absent from work;
4. Emergency care for a sick family member.

Observance of religious holidays are not considered sick days.

Full-time staff shall accrue sick leave at the rate of ten (10) days per school year. If specified in the employee's contract, part-time staff, or staff working part of the school year shall accrue sick leave on a prorated basis to reflect the proportion of time or working months that the employee's schedule represents in relation to a full-time schedule. Emergency leave is granted for only the reasons listed above and will not be paid out if not utilized, if the employee is terminated, or if the employee's contract is not renewed. All employees shall inform the School Director of an anticipated absence as soon as possible, and such leave (other than for unexpected circumstances) must be preapproved by the School Director. The School Director may require an employee to verify the claimed reason for any absence.

Personal Leave

The Director may grant up to three (3) days, from the sum of the ten days of Emergency Leave, per employee per year for urgent personal business or other emergencies. Such leave shall be at full pay and benefits but with cost of substitute deducted. Such leave may not be accrued and will not be paid out for any reason if not used.

Long Term Leave

After the ten Emergency Leave days have been used, the employee may request Long Term Leave. Long Term Leave shall be defined as unpaid leave for pregnancy, post-childbirth maternity or paternity, adoption, employee long-term illness, and any other reasons required by law. The school may require certification from a qualified medical professional to document the reason for the leave and/or to verify the employee's ability to return to work. Such leave shall be given for a maximum of up to twelve (12) consecutive weeks, or longer if required by law. In no event shall such leave extend beyond the end of the employee's annual contract unless the contract is renewed. Such leave is available to all staff of Sherwood Montessori. Any health benefits provided to the employee by the school will continue to be provided during this leave. Whenever possible, such leave must be pre-approved by the Director and at least 30 days advance notice shall be given by the employee.

Jury Duty

Upon notification by a court to report for jury duty, the employee shall immediately request jury duty during non-school months. In the event this request is not granted, time off with no loss of salary limited to two (2) weeks will be provided for jury duty required to be served during the school year. Any employee, when advised of his/her notification of jury duty, must immediately inform the Director. Salary will be paid as usual, and the check for juror fees is to be signed over to the school.

Professional Development Leave

Full-time employees are entitled to the equivalent of one paid day during the school year for training purposes. Such training must be approved by the Director in advance. Additional days may be approved by the Director.

INSURANCE BENEFITS

Full-time employees are entitled to insurance benefits offered by Sherwood Montessori. These insurance benefits will include medical, dental, and vision. The School will set a defined contribution towards the employee's insurance premiums that are sponsored by Sherwood Montessori. This amount will be determined on an annual basis. The employee's portion of the monthly premiums will be deducted from the employee's paycheck on a pre-tax basis.

If medical insurance premium rates increase, employees may be required to contribute to the cost of the increase to retain coverage. Unless otherwise mandated by law, employees on a leave of absence may be responsible for selecting continuing health coverage and paying the premium for such coverage through COBRA. If you have any benefit related questions while on a leave of absence, please contact the Administrative Assistant.

COBRA BENEFITS

The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under Sherwood Montessori's health plan when a "qualifying event" would normally result in the loss of eligibility.

Some common qualifying events are resignation, termination of employment, or death of an employee, a reduction in an employee's hours or leave of absence, divorce or legal separation and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at Sherwood Montessori group rates plus an administration fee. Sherwood Montessori or our carrier provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under Sherwood Montessori's health insurance plan. The notice contains important information about the employee's rights and obligations.

SOCIAL SECURITY/MEDICARE

Social Security is an important part of every employee's retirement benefit. The School pays a matching contribution to each employee's Social Security taxes.

STATE DISABILITY INSURANCE (WAGE SUPPLEMENT)

All employees are enrolled in California State Disability Insurance (SDI), which is a partial wage replacement insurance plan for California workers. Employees may be eligible for SDI when they are ill or have non-work related injuries, or may be eligible for work related injuries if they are receiving workers' compensation at a weekly rate less than the SDI rate. Specific rules and regulations relating to SDI eligibility are available from the Administrative Assistant.

PAID FAMILY LEAVE (WAGE SUPPLEMENT)

Under California law, eligible employees may participate in the Paid Family Leave ("PFL") program, which is part of the state's unemployment compensation disability insurance program. The PFL program provides up to eight weeks of partial wage replacement benefits to employees who take time off to care for a seriously ill or injured child, spouse, parent, registered domestic partner, siblings, grandparents, grandchildren, or parents-in-law or to bond with a new child (birth, foster care, adoption). The PFL program does not provide job protection or reinstatement rights. It is a wage supplement provided concurrently while an employee takes an eligible leave of absence under Sherwood Montessori policy and applicable law.

Sherwood Montessori will require you to take up to two weeks of accrued but unused leave days prior to your receipt of benefits under the PFL program.

The program will be administered in a manner consistent with California law. For more information regarding this program, you may contact the California Employment Development Department.

WORKER'S COMPENSATION INSURANCE

Eligible employees are entitled to workers' compensation insurance benefits when suffering from an occupational illness or injury. This benefit is provided at no cost to the employee.

If an employee should become injured or in any way disabled on the job, they must report the injury immediately to their supervisor. It is a felony to file a fraudulent or false workers' compensation claim.

SECTION 10 – EMPLOYEE COMMUNICATIONS

COMMUNICATIONS POLICY

Every employee is responsible for using Sherwood Montessori's computer system, including, without limitation, its computers, laptops, iPads, tablets, cellular phones, electronic mail (Email) system, telephone, video conferencing, voicemail, facsimile systems and the Internet ("Communications Systems"), properly and in accordance with this policy. Any questions about this policy should be addressed to the School Director.

The Communication Systems are the property of Sherwood Montessori and have been provided for use in conducting Sherwood Montessori business. All communications and information transmitted by, received from, created, or stored in its Communication Systems are Sherwood Montessori records and property of Sherwood Montessori. The Communication Systems are to be used for school purposes only. Employees may, however, use Sherwood Montessori technology resources for the following incidental personal uses so long as such use does not interfere with the employee's duties, is not done for pecuniary gain, does not conflict with Sherwood Montessori business, and does not violate any Sherwood Montessori policies:

- To send and receive necessary and occasional personal communications;
- To use the telephone system for brief and necessary personal calls; and
- To access the Internet for brief personal searches and inquiries during meal periods or other breaks, or outside of work hours, provided that employees adhere to all other usage policies.

1 No Expectation of Privacy

Sherwood Montessori has the right, but not the duty, to monitor any and all of the aspects of its Communication Systems, including, without limitation, reviewing documents created and stored on its Communication Systems, deleting any matter stored in its system (including, without limitation, its Email and word processing systems), monitoring sites visited by employees on the Internet, monitoring chat and news groups, reviewing material downloaded or uploaded by users to the Internet, and reviewing Email, voicemails and instant messages sent and received by users. Further, Sherwood Montessori may exercise its right to monitor its Communications Systems for any reason and without the permission of any employee. Employee use of Sherwood Montessori's Communication Systems constitutes consent to all the terms and conditions of this policy.

Even if employees use a password to access the Communication Systems (or any aspect thereof), the confidentiality of any message stored in, created, received, or sent from Sherwood Montessori's Communication Systems is not assured. Use of passwords or other security measures does not in any way diminish Sherwood Montessori's right to monitor and access materials on its Communication Systems, or create any privacy rights of employees in the messages and files on the system. Any password used by employees must be revealed upon request to Sherwood Montessori for any reason that Sherwood Montessori, in its discretion, deems appropriate. Further, employees should be aware that deletion of any Email messages, voicemails or files would not truly eliminate the messages from the system. All Email messages,

voicemails and other files may be stored on a central back-up system in the normal course of data management.

Employees have no expectation of privacy in anything they view, create, store, send or receive on the Communication Systems.

Notwithstanding the foregoing, even though Sherwood Montessori has the right to retrieve, read and delete any information viewed, created, sent, received or stored on its Communication Systems, Email messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any Email messages that are not sent to them or by them. Any exception to this policy must receive the prior approval of the School Director.

2 Professional Use of Communication Systems Required

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. Emails and other text communications, in particular, are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should write Email communications with no less care, judgment and responsibility than they would use for letters or internal memoranda written on Sherwood Montessori letterhead.

3 Offensive and Inappropriate Material

Sherwood Montessori's policy against discrimination and harassment, sexual or otherwise, applies fully to Sherwood Montessori's Communication Systems, and any violation of that policy is grounds for discipline up to and including discharge. Therefore, no Email messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other characteristic protected by law. Further, material that is fraudulent, harassing, abusive, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, unlawful, inappropriate, or offensive (including offensive material concerning sex, race, color, national origin, religion, age, disability, or any other characteristic protected by law) may not be downloaded from the Internet or displayed or stored in Sherwood Montessori's computers. Employees encountering or receiving this kind of material should immediately report the incident to the School Director.

Sherwood Montessori uses software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access by Sherwood Montessori networks. Notwithstanding the foregoing, Sherwood Montessori is not responsible for material viewed or downloaded by users from the Internet. The Internet is a worldwide network of computers that contains millions of pages of information. Users are cautioned that many of these pages include offensive, sexually explicit, and inappropriate material. Even innocuous search requests may lead to sites with highly offensive content. In addition, having an email address on the Internet may lead to receipt of unsolicited email containing offensive content. Users accessing the Internet do so at their own risk. Employees who encounter inappropriate or sexually explicit material while browsing on the Internet should immediately disconnect from the site, regardless of whether the site was subject to Sherwood Montessori's blocking software.

4 Solicitations

Sherwood Montessori's Communication Systems may not be used to solicit for political causes, commercial enterprises, outside organizations, or other non-job-related solicitations. Approval from the School Director is required before anyone can post any information on commercial on-line systems or the Internet.

5 Licenses and Fees

Employees may not agree to a license or download any material over the Internet for which a registration fee is charged without first obtaining the express written permission of the School Director.

6 Games and Entertainment Software

Employees may not use a Sherwood Montessori Internet connection to download games or other entertainment software, or to play games over the Internet.

7 Confidential Information

Employees may not transmit information over the Internet or through email that is confidential or proprietary. Employees are referred to Sherwood Montessori's "Confidential Information" policy, contained herein, for a general description of what Sherwood Montessori deems confidential or proprietary. When in doubt, employees must consult their immediate supervisor and obtain approval before transmitting any information that may be considered confidential or proprietary.

8 Copyrights and Trademarks

Sherwood Montessori's Communication Systems may not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from the School Director. Employees, if uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult a supervisor. Any Sherwood Montessori-approved material that is posted or sent via its computer system should contain all proper copyright and trademark notices.

9 Maintenance and Security of the System

Employees must not deliberately perform acts that waste resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, streaming video or audio files, engaging in online chat groups, printing excessive copies of documents, or otherwise creating unnecessary network traffic. Because audio, video and picture files require significant storage space, files of this or any other sort may not be downloaded unless they are business-related.

To ensure security and to avoid the spread of viruses, employees accessing the Internet through a computer attached to Sherwood Montessori's network must do so through an approved Internet

firewall. Accessing the Internet directly by modem is strictly prohibited unless the computer you are using is not connected to Sherwood Montessori's network.

Files obtained from sources outside Sherwood Montessori including disks brought from home; including files downloaded from the Internet, news groups, bulletin boards, or other online services; files attached to email; and files provided by students, parents or vendors, may contain dangerous computer viruses that may damage Sherwood Montessori's computer network. Employees should never download files from the Internet, accept email attachments from outsiders, or use disks from non- Sherwood Montessori sources, without first scanning the material with Sherwood Montessori-approved virus checking software. If you suspect that a virus has been introduced into Sherwood Montessori network, notify technology personnel immediately.

10 Violations of this Policy

Violations of this policy will be taken seriously and may result in disciplinary action, including possible termination, and civil and criminal liability.

This policy is not intended, nor should it be interpreted, to in any way limit the ability of an employee to:

- Discuss with others the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in protected concerted activity that employees have the right to engage in under federal, state or local law.

11 Amendment and Modification of this Policy

Sherwood Montessori reserves the right to modify this policy at any time, with or without notice. Sherwood Montessori may require employees to acknowledge and comply with a separate Acceptable Use Policy for Internet and Network Resources.

SOCIAL MEDIA POLICY

Sherwood Montessori has adopted the following policy with regard to employees' behavior on social networking sites including, but not limited to, Facebook, Twitter, LinkedIn, Pinterest, Instagram, SnapChat and YouTube. If you wish to use networking protocols or set up a social media site as a part of the educational process, please work with your administrators and technology staff to identify and use a restricted, school-endorsed networking platform. Such sites will be the property of the School who will have unrestricted access to, and control of, such sites.

This policy is intended to supplement, not replace, the School's other policies, rules, and standards of conduct. For example, School policies on confidentiality, use of School equipment, professionalism, employee references and background checks, workplace violence, unlawful harassment, and other rules of conduct are not affected by this policy.

You are required to comply with the following rules and guidelines when participating in social media activities that are governed by this policy:

- Comply with the law at all times. Do not post any information or engage in any social media activity that may violate applicable local, state, or federal laws or regulations.
- Do not engage in any discriminatory, harassing, or retaliatory behavior in violation of School policy.
- Respect copyright, fair use, and financial disclosure rules and regulations. Identify all copyrighted or borrowed material with proper citations and/or links.
- Maintain the confidentiality of the School's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications. This prohibition applies both during and after your employment with the School.
- Do not post confidential information (as defined in this Handbook) about the School, its employees, or its students. Remember that most student information is protected by the Family Educational Rights and Privacy Act, including any and all information that might identify the student. Publicizing student work and accomplishments is permitted only if appropriate consents are obtained.
- Confidential information does not include information about the terms and conditions of your employment, such as wages, benefits, workplace safety and other topics an employee has the right to discuss with other employees under the law. Nothing in this policy prevents an employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that the employee may have reason to believe is unlawful.
- While limited and incidental social media activities at work may be tolerated, such social media activities may not interfere with your job duties or responsibilities. Do not use your School-authorized e-mail address to register on social media websites, blogs, or other online tools utilized for personal use.
- Be knowledgeable about and comply with the School's background check procedures.
- We encourage you to be fair and courteous to fellow employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of the School. We also encourage you to avoid posting statements, photographs, video, or audio that could be reasonably viewed as malicious, obscene, threatening, or intimidating, that disparage employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of the School, or that might constitute harassment or bullying.
- Make sure you always try to be honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Please do not post any information or rumors

that you know to be false about the School, fellow employees, students, parents, vendors, customers, suppliers, people working on behalf of the School, or competitors.

- Never represent yourself as a spokesperson for the School unless authorized to do so. If you publish social media content that may be related to your work or subjects associated with the School, make it clear that you are not speaking on behalf of the School and that your views do not represent those of the School, fellow employees, students, parents, vendors, customers, suppliers, or other people working on behalf of the School. It is best to use a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of the School.”
- Never be false or misleading with respect to your professional credentials.
- Do not publicly post any photos, videos, or other media in the workplace or on the School’s premises or at School functions without permission of the School. It is your responsibility to ensure that your posts do not contain any prohibited information, or Confidential Information, including, but not limited to, photos, videos, or other media referencing or relating to student information, even if the student(s) is/are not specifically identified by name but could be easily determined or may be perceived as identifying any student or group of students. Do not post images that contain any depictions whatsoever of a child who is a protected person or for whom the school does not have permission to photograph.

Violations may result in disciplinary action, up to and including termination.

Employees are not to initiate “friendships” with students or parents. Employees shall not accept students as friends on any personal social networking sites and are to decline any student-initiated friend requests. Employees must delete any students already on their “friends” list immediately. Employees should also be aware that participation in social media, even in a private setting, may not remain private and posts may become public knowledge and/or reported to the School.

Employees should weigh whether a particular posting puts their effectiveness as a School employee at risk. Sherwood Montessori encourages employees to post only what they want the world to see. Imagine that students, their parents, or administrators will visit your site as most information is available to the general public even after it is removed from the site. Employees may not discuss students nor post images that include students.

This policy should not be construed, and will not be applied, in a manner that violates employee rights under the National Labor Relations Act.

Employees may not comment on a student's blog or a student’s other social networking commentaries.

Employees may not use trade names, or logos belonging to the School without express written permission of the School Director..

In the event you have any questions about whether a particular social media activity may involve or implicate the School, or may violate this policy, please contact the School Director.

Social media is in a state of constant evolution, and the School recognizes that there will likely be events or issues that are not addressed in these guidelines. Thus, each School employee is responsible for using good judgment and seeking guidance, clarification, or authorization before engaging in social media activities that may implicate this policy.

Failure to comply with Sherwood Montessori's social media policy will result in disciplinary action, up to, and including, immediate termination.

Nothing in this policy is not intended to interfere with, restrain or prevent employees from using social media to:

- Communicate with others regarding wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in protected concerted activity that employees have the right to engage in under federal, state or local law.

EQUIPMENT POLICY

Sherwood Montessori attempts to provide all staff members with the equipment and supplies needed to do their job. Providing equipment is a great expense to the School. It is expected that everyone will protect and care for all equipment and supplies issued to them. Staff members are responsible for the cost of lost, stolen, or broken items issued to them including: keys, textbooks, teacher guides, laptops, and any other equipment that may be assigned to them or their classroom if the loss is due to willful misconduct.

LAPTOP COMPUTERS

Each full time exempt employee receives a laptop computer for use in carrying out day-to-day functions such as lesson planning, email, enhancing classroom instruction, and using school-provided software for administrative duties (i.e. tracking attendance, logging grades, posting comments, etc.). Employee-issued laptops are property of Sherwood Montessori. Employees are required to treat their laptops with great care. Laptops may never be left unattended or in unlocked classrooms. Upon termination of employment, employees understand and agree that they must promptly return their school-issued laptop to the School. Employees are responsible for reimbursing the School for the cost of lost or damaged laptops when the loss or damage is due to the willful misconduct of the employee.

Employees acknowledge and understand that Sherwood Montessori is the owner of the laptop and of all information contained on the laptop. Employees are discouraged from keeping personal information on their school-issued laptops or using the laptops for personal use. There should be no expectation of privacy with regard to a school-issued laptop and employees must return their laptop upon request by the School.

PERSONAL PHONE AND PERSONAL CELL PHONE USE

Personal phone calls should not be made or received during working hours. Any such calls must be made during employee breaks. Friends and relatives should be discouraged from calling during business hours unless there is an emergency. All emergency calls should be directed to the main office. When the call is received, the employee will be contacted.

In addition, the use of personal cell phones for placing or receiving calls, sending or receiving text messages, checking voicemail, or any other form of communication supported by the School's cell phone provider during working hours is strictly prohibited. Cell phones should be placed out of sight and completely silenced to avoid disruption to the learning environment. In the event of a field trip or other class outing where personal cell phones may be used for safety purposes, communication should be limited to school staff only. The School will not be responsible for lost or stolen cell phones or other personal property.

Notwithstanding the foregoing, employees may, in the event of an "emergency condition," access their mobile device or other communications device for seeking emergency assistance, assessing the safety of the situation, or communicating with a person to verify their safety. For purposes of this policy, an "emergency condition" is defined as:

- Conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act; or
- An order to evacuate a workplace, a worksite a worker's home, or the school of a worker's child due to natural disaster or a criminal act.

This policy is not intended, nor shall it be interpreted, to in any way limit the ability of an employee to:

- Communicate with others regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in protected concerted activity that employees have the right to engage in under federal, state or local law.

NEPOTISM POLICY

Sherwood Montessori permits the employment of qualified relatives of employees, of the employee's household or immediate family as long as such employment does not, in the opinion of Sherwood Montessori, create actual conflicts of interest. For purposes of this policy, "qualified relative" is defined as a spouse, registered domestic partner, child, parent, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, first cousin, corresponding in-law, "step" relation, adoptive relative, guardian, ward, or any member of the employee's household. "Qualified relative" also includes persons engaged in amorous relationships, meaning a relation in which persons voluntarily have a physical relationship or are engaged in a romantic courtship (e.g. dating

or engaged) that may or may not have been consummated. Sherwood Montessori will use sound judgment in the placement of related employees in accordance with the following guidelines:

A qualified relative is permitted to work in the same department, provided no direct reporting or supervisor-to-subordinate relationship exists. That is, no employee is permitted to work within "the chain of command" when one qualified relative's work responsibilities, salary, hours, career progress, benefits, or other terms and conditions of employment could be influenced by the other relative.

Qualified relatives may have no influence over the wages, hours, benefits, career progress and other terms and conditions of the other related staff members.

Current employees who marry will be permitted to continue working in the same job positions held only if they do not work in direct supervisory relationship with one another or in job positions involving conflicts of interest. If relatives are found to be employed in any of these prohibited job positions, the School will take action to eliminate the conflict, including possibly requiring one or both employees to accept a transfer to another position or to resign. The Board of Directors must approve any exceptions to this policy.

BUILDING SECURITY/SCHOOL KEYS

All employees who are issued keys to the office and classrooms are responsible for their safekeeping. These employees will sign a Key Disbursement Form upon receiving the key.

You will be assigned all appropriate building keys needed to conduct your daily job responsibilities. You are responsible for all keys. Duplication of any school key is not allowed and strictly prohibited. It is against School policy to loan or distribute your assigned keys to another employee or non-employee of the School. If your school keys are lost, misplaced, destroyed, or stolen, you must report it immediately to the Administrative Assistant..

The last employee, or a designated employee, who leaves the office and /or the school site at the end of the business day assumes the responsibility to ensure that all doors are securely locked, thermostats are set on appropriate evening and/or weekend setting, and all appliances and lights are turned off with exception of the lights normally left on for security purposes. Employees are not allowed on school property before or after hours without prior authorization.

INTERNAL INVESTIGATIONS & SEARCHES

From time to time Sherwood Montessori may conduct internal investigations pertaining to security, auditing, or work-related matters. Employees are required to cooperate fully with and assist in these investigations if required to do so.

Whenever necessary, in Sherwood Montessori's discretion, employees' work areas (i.e. desks, file cabinets, lockers, etc.) may be subject to a search without notice. Employees are required to cooperate. Because even a routine search for Sherwood Montessori property might result in the discovery of an employee's personal possessions, all employees are encouraged to refrain from

bringing into the workplace any item of personal property that they do not wish to reveal to Sherwood Montessori. Employees have no expectation of privacy in their work areas.

VIOLENCE IN THE WORKPLACE

Sherwood Montessori has adopted a policy prohibiting workplace violence including a Workplace Violence Prevention Plan. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, bullying, and/or coercion, which involve or affect Sherwood Montessori or which occur on Sherwood Montessori property will not be tolerated. Examples of workplace violence include, but are not limited to, the following:

All threats or acts of violence occurring on Sherwood Montessori premises, regardless of the relationship between Sherwood Montessori and the parties involved.

All threats or acts of violence occurring off Sherwood Montessori premises involving someone who is acting in the capacity of a representative of Sherwood Montessori.

Specific examples of conduct, which may be considered threats or acts of violence, include, but are not limited to, the following:

- Hitting or shoving an individual
- Threatening an individual or their family, friends, associates, or property with harm
- Intentional destruction or threatening to destroy Sherwood Montessori property
- Making harassing or threatening phone calls
- Harassing surveillance or stalking (following or watching someone)
- Unauthorized possession or inappropriate use of firearms or weapons

Sherwood Montessori's prohibition against threats and acts of violence applies to all persons involved in Sherwood Montessori's operation, including but not limited to all personnel, contract, unpaid interns, volunteers and temporary workers and anyone else, including parents on Sherwood Montessori property. Violations of this policy by any individual on Sherwood Montessori property will lead to disciplinary action, up to and including termination and/or legal action as appropriate. All employees are encouraged to report incidents of threats or acts of physical violence of which they are aware to their supervisors or to the School Director.

If an employee becomes aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance must be sought immediately. In such situations, the employee should contact the law enforcement authorities by dialing 911. Immediately after contacting the law enforcement authorities, the employee must report the incident to School Director.

Employees should immediately inform their supervisor or the School Director about any workplace security hazards. If these individuals are not available, the employee should immediately inform any other supervisor so that appropriate action can be taken.

There will be no retaliation against any employee who brings a complaint in good faith under the Violence in the Workplace Policy or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven. However, disciplinary action may be taken against employees who, in bad faith, make false or frivolous accusations.

In certain circumstances, the School may seek a workplace violence restraining order on behalf of one or more employees in furtherance of its commitment to providing a workplace that is free from acts of violence or threats of violence.

SECTION 11 – STANDARDS OF CONDUCT

PERSONAL APPEARANCE/STANDARDS OF DRESS

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

The Board of Directors encourages staff, during school hours, to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process. Accordingly, all staff shall adhere to the following standards of dress:

- Clothing and jewelry must be safe and appropriate to the educational environment.
- All clothing must be clean and in good repair. Slits or tears in pants or other articles of clothing are not permitted except for modest slits in any apparel that are no higher than five (5) inches above the knee.
- Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Shorts should be modest in length and should be no higher than five (5) inches above the knee.
- All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.
- For safety purposes, earrings must not dangle more than one (1) inch below the ear.
- Clothing or jewelry that depict and/or promote gangs (as defined in Ed. Code § 35183), drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
- Appropriate shoes must be worn at all times.
- The School Director will be the final arbiter of what constitutes appropriate dress and attire.

FACILITIES USE AGREEMENT WITH CHAPMAN ELEMENTARY

Sherwood Montessori has facilities on Chapman Elementary campus, property owned by the Chico Unified School District (CUSD), and 1010 Cleveland Ave., property owned by Sherwood Montessori. We are committed to being good neighbors to Chapman Elementary, and to adhere to the guidelines and schedules outlined in the Facilities Use Agreement (FUA). Sherwood employees are expected to follow the schedule and agreements outlined in the FUA. The Director is the point of communication between Chapman/CUSD for any issues regarding the facility located on CUSD property, including: needed repairs, desired improvements or changes, and the lunch/recess/P.E. schedules and boundaries. Employees of Sherwood should communicate with

the Sherwood Director to address all concerns related to the facility and are not to contact staff of CUSD.

DISCIPLINARY PHYSICAL CONTACT WITH STUDENTS

It is the policy of Sherwood Montessori that no teacher or other staff member will use corporal punishment against a student. This prohibition includes spanking, slapping, pinching, hitting, tying, taping, or the use of any other physical force as retaliation or correction for inappropriate behavior.

STAFF-STUDENT INTERACTIONS

1 Boundaries Defined

For the purposes of this policy the term “boundaries” is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing beyond the boundaries of a student-teacher relationship is deemed an abuse of power and a betrayal of public trust.

2 Acceptable and Unacceptable Behaviors

Some activities may seem innocent from a staff member’s perspective but may be perceived as flirtation or sexual insinuation from a student or parental point of view. The purpose of the following lists of unacceptable and acceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to or may be perceived as inappropriate, or sexual misconduct, or “grooming.” Grooming is defined as an act or series of acts by a sexual predator to gain physical and/or emotional control by gaining trust (of staff and/or family and a minor) and desensitizing the minor to various forms of touching and other intimate interaction.

Staff members must understand their own responsibilities for ensuring that they do not cross the boundaries as written in this policy. If a student specifically requests that they not be touched, then that request must be honored. Violations could subject the teacher or staff member to discipline up to and including termination. *Disagreeing with the wording or intent of these established boundaries will be considered irrelevant for any required disciplinary purposes.* Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities.

3 Unacceptable Behaviors

These lists (and any subsequent lists) are not meant to be all-inclusive, but rather, illustrative of the types of behavior we intend to address by this policy.

- Giving gifts to an individual student that are of a personal and intimate nature (including photographs); or items such as money, food, outings, electronics, etc. without the written pre-approval of the School Director. It is recommended that

any such gifts be filtered through the School Director along with the rationale therefor.

- Kissing of ANY kind
- Massage [Note: Prohibited in athletics unless provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-down. Permitted in special education only as instructed under an IEP or 504 plan.]
- Full frontal or rear hugs and lengthy embraces
- Sitting students on one's lap (grades 3 and above)
- Touching buttocks, thighs, chest or genital area
- Wrestling with students or other staff member except in the context of a formal wrestling program
- Tickling or piggyback rides
- Any form of sexual contact
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from school
- Furnishing alcohol, tobacco products, or drugs or failing to report knowledge of such
- "Dating" or "going out with" a student
- Remarks about physical attributes or physiological development of anyone. This includes comments such as "Looking fine!" or "Check out that [body part]."
- Taking photographs or videos of students for personal use or posting online
- Undressing in front of a student
- Leaving campus alone with a student for lunch
- Sharing a bed, mat, or sleeping bag with a student
- Making, or participating in, sexually inappropriate comments
- Sexual jokes, or jokes/comments with sexual overtones or double-entendres
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator.

- Listening to or telling stories that are sexually oriented
- Discussing your personal troubles or intimate issues with a student
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from school or school activities without the express, advance written permission of the School Director and the student's parent or legal guardian
- Being alone in a room with a student at school with the door closed and/or windows blocked from view
- Allowing students at your home and/or in rooms within your home without signed parental permission for a pre-planned and pre-communicated educational activity which must include another educator, parent, or designated school volunteer
- Staff mirroring the immature behavior of minors
- Sending emails, text messages, social media responses, making phone calls, or sending notes or letters to students if the content is not about school activities. Communication via private social media accounts is not acceptable.

4 Acceptable Behaviors

- Pats on the shoulder or back
- Handshakes
- “High-fives” and hand slapping
- When age appropriate, touching face to check temperature, wipe away a tear, remove hair from face, or other similar types of contact
- Placing TK through second grade students on one's lap for purposes of comforting the child for a short duration only
- Holding hands while walking with small children or children with significant disabilities
- Assisting with toileting of small or disabled children in view of another staff member
- Touch required under an IEP or 504 Plan
- Reasonable restraint of a violent person to protect self, others, or property

- Obtaining formal written pre-approval from the School Director to take students off school property for activities such as field trips or competitions, including parent's written permission and waiver form for any sponsored after-school activity whether on or off campus
- Emails, text-messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to school activities or classes (communication should be initiated via transparent [non-private] school-based technology and equipment)
- Keeping the door wide open when alone with a student
- Keeping reasonable and appropriate space between you and the student
- Stopping and correcting students if they cross your own personal boundaries, including touching legs, or buttocks, frontal hugs, kissing, or caressing
- Keeping administration informed when a significant issue develops about a student, such as a change in demeanor or uncharacteristic behavior
- Keeping after-class discussions with a student professional and brief
- Immediately asking for advice from senior staff or administration if you find yourself in a difficult situation related to boundaries
- Involving your supervisor in discussion about boundaries situations that have the potential to become more severe (including but not limited to: grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult)
- Making detailed notes about an incident that in your best judgement could evolve into a more serious situation later
- Recognizing the responsibility to stop Unacceptable Behaviors of students and/or co-workers
- Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours
- Prioritizing professional behavior during all moments of student contact
- *Asking yourself if any of your actions, which are contrary to these provisions, are worth sacrificing your job and career.*

This policy does not prevent: 1) touching a student for the purpose of guiding them along a physical path; 2) helping them up after a fall; or 3) engaging in a rescue or the application of Cardio Pulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another. Restraining a child who is trying to engage in violent or inappropriate behavior is also allowed. Only such force as

necessary to defend one's self, another person, or the child or to protect property is legally permitted. Excessive force is prohibited.

5 Boundaries Reporting

When any staff member, parent, or student becomes aware of a staff member (or volunteer, guest, vendor) having crossed the boundaries specified in this policy, or has a strong suspicion of misconduct, they must report the suspicion to the School Director promptly. Reasonable suspicion means something perceived in spite of inconclusive or slight evidence. It is based on facts that would lead a reasonable person to believe the conduct occurred. Prompt reporting is essential to protect students, the suspected staff member, any witnesses, and the school as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses boundaries, or any situation in which a student appears to be at risk for sexual abuse.

6 Investigating

The School Director will promptly investigate and document the investigation of any allegation of sexual misconduct or inappropriate behavior by a staff member, using such support staff or outside assistance, as they deems necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, shall protect the privacy interests of any affected student(s) and/or staff member(s) including any potential witnesses, as much as possible. The investigating administrator shall promptly notify the Governing Board in closed session of the existence and status of any investigations. Upon completion of any such investigations, the School Director shall report to the Governing Board any conclusions reached. The investigating administrator shall consult with legal counsel, as appropriate, prior to, during, and after conducting any investigation.

7 Consequences

Staff members who have violated this policy will be subject to appropriate disciplinary action, and where appropriate, will be reported to authorities for potential legal action.

CUSTOMER & PUBLIC RELATIONS

The School's image in front of students, parents (i.e. our "customers") and the general public is critical to our success. All employees are expected to be prompt, polite, courteous and attentive to our customers and the public. It is possible an employee may come into contact with a dissatisfied or hostile individual based on the nature of the employee's work. If this happens, you should immediately notify your supervisor or the School Director. We will absolutely not tolerate conduct toward our customers or the general public that might be interpreted as unlawful discrimination or harassment. If you witness conduct in violation of this policy, you should immediately bring it to the attention of your supervisor or the School Director.

STANDARDS OF CONDUCT AND CIVILITY

At Sherwood Montessori, we are committed to upholding the highest standards of personal integrity and conduct. These standards are based on our dedication to treating people with dignity,

respect, and civility, and taking individual and collective responsibility for our conduct. The manner in which we conduct ourselves defines us and how we are perceived by others. As school employees, we also serve as role models to our students.

Sherwood Montessori employees are accountable for integrity in conduct and for the consequences of their actions or inactions. The highest of ethical standards are expected in all matters internal, as well as with students, parents, and the community at large. All Sherwood Montessori employees and any individuals acting on behalf of Sherwood Montessori are required to conduct themselves in compliance with the essence of this Standards of Conduct and Civility policy. Any concerns must be promptly reported to a supervisor or the School Director. Failure to comply with this policy may result in disciplinary action, up to and including termination.

PROHIBITED CONDUCT

The following is a list of conduct that is prohibited and will not be tolerated by the School. It is not an all-inclusive list, but rather a list designed to give examples of the types of conduct prohibited by the School. Other types of conduct that threaten security, personal safety, employee welfare and/or the School's operations also may be prohibited and will result in disciplinary action up to and including termination.

- Falsification of employment records, employment information, or other School records.
- Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time sheet, either your own or another's.
- Theft, deliberate or careless damage or loss of any School property or the property of any employee or customer.
- Provoking a fight or fighting during working hours or on School property.
- Participating in horseplay or practical jokes on School time or on School premises where such conduct might be a safety risk or might be interpreted as offensive.
- Carrying firearms or any other dangerous weapons on School premises at any time or while acting on behalf of the School.
- Violation of the Substance and Alcohol policy.
- Insubordination, including but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening or abusive language toward a supervisor or member of management.
- Unreported absence on scheduled workdays unless otherwise excused.

- Excessive tardiness or absenteeism unless otherwise excused.
- Unauthorized use of School equipment, time, materials, facilities, or the School name.
- Sleeping or malingering on the job.
- Failure to observe working schedules, including the required rest and meal periods.
- Soliciting other employees for membership, funds, or other similar activity in connection with any outside organization during your working time or the working time of the employee(s) solicited.
- Distributing unauthorized literature or any written or printed material during working time or in work areas. ("Working time" does not include your meal and break periods.)
- Failure to timely notify your supervisor when you are unable to report to work absent extenuating circumstances.
- Failure of an employee to obtain permission to leave work for any reason during normal working hours.
- Abuse of sick leave.
- Violation of the Communication Systems Policy.
- Violation of the Standards of Conduct and Civility Policy.
- Failure to provide a physician's certificate when requested or required to do so.
- Violating the School's dress code.
- Breaching Confidentiality.
- Making derogatory racial, ethnic, religious or sexual remarks or gestures; any violation of the Harassment and/or Equal Employment Opportunity policy; or using profane or abusive language at any time on School premises or during working hours.
- Violation of any safety, health, security or School rule.
- Negligence or other conduct leading to the endangerment of harm of a child or children.
- Working overtime without authorization or refusing to work assigned overtime.
- Unsatisfactory job performance.

- Willfully or maliciously making false statements regarding any co-worker or submitting a complaint known to be false.
- Yelling at coworkers, that is, raising one's voice while angry.
- Gossiping about coworkers, that is, talking *about* someone regarding any topic you would be unwilling to talk *to* them about.

The School will not discipline employees for conduct that relates to employees' ability to:

- Communicate with others regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in concerted activity protected under federal, state or local law.

CONFIDENTIAL INFORMATION

You may, during the course of your duties, be advised of certain confidential business matters and affairs of the School regarding its business practices, students, suppliers and employees. Your duties may also place you in a position of trust and confidence with respect to certain trade secrets and other proprietary information relating to the business of the School and not generally known to the public or competitors. Such proprietary information includes student information, competitive strategies, marketing plans, fundraising, personnel information and financial information. You shall not, either during your employment with the School or any time in the future, directly or indirectly:

- Disclose or furnish, directly or indirectly, to any other person, firm, agency, corporation, client, business, or enterprise, any confidential information acquired during your employment;
- Individually or in conjunction with any other person, firm, agency, School, client, business, or corporation, employ or cause to be employed any confidential information in any manner whatsoever, except in furtherance of the business of the School;
- Without the written consent of the School, publish, deliver, or commit to being published or delivered, any copies, abstracts, or summaries of any files, records, documents, drawings, specifications, lists, equipment and similar items relating to the business of the School, except to the extent required in the ordinary course of your duties.

The School will not discipline employees for conduct that relates to employees' ability to:

- Communicate with others regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in concerted activity protected under federal, state or local law.

Employees are required to safeguard student and family confidentiality in:

The Environment

- When discussing sensitive information with students (home life, academic needs, IEP and 504 goals or services) make sure you are in an area where other students or parents cannot hear.
- When you are reading email, be sure no one else can see your screen and sign out of your account when finished.
- Do not post in areas that can be seen by other students or parents the names of kids in intervention groups or schedules that indicate on them that the students are in groups for counseling, intervention, speech, or other IEP services. This includes in the Learning Center.
- Do not post contact information in the classroom. We do not have permission from all families to publish this information.

Email

- Do not share contact information unless you have been given written permission by every parent in your class to do so. Use bcc for sending email to the whole class or groups in the class.
- Do not share information about disciplinary issues that involve other students in email. Use “a student” or “students”. While the parent is likely to hear from their child who else was involved, it can’t be us who lets them know.
- When communicating about counseling groups, use bcc to preserve students’ confidentiality if you are trying to put together a group. Once they are part of the group, it is likely that they will tell their parents who else is in the group, but we cannot share this information, even if the parent wants to know as part of the decision-making process. Many, many groups have not happened because the parents weren’t comfortable with giving consent without knowing who else would be in the group. Unfortunately, these are the constraints within which we must work.

Documentation

- Discipline documentation that goes home should not include any student name except the name of the child in the family receiving it. Use “a student” or “students” to refer to other students involved. While the parent is likely to hear from their child who else was involved, we are not to be the source of this information.

- Do not post or leave documents out where parents or other children can see them if they contain discipline information, IEP or 504 information, contact information, or any information that could be considered sensitive.

Face to Face Communication

- Do not share discipline information, IEP or 504 information, contact information, or any information that could be considered sensitive in a conversation if there are others around that can hear you, even if you think the “others” won’t know who you are talking about.
- Be careful in the community with the above point. The person behind you in line or in the next booth at a restaurant might know who you are talking about, Chico is a small town.
- Even positive information is confidential. An employee was once complimenting a family member on good marks on a report card and a formal complaint was made by the parent.
- Be mindful of when you need to “Neither confirm nor deny!” a remark made by someone not under the umbrella of confidentiality. For example, if a parent says something like; “Sally just ran that way with her aide, well, I assume it is her aide...” do not confirm the guess. This can be tricky, e.g.: you are organizing a field trip and need to make sure there is room for an aide to ride with a particular student. You would say to the driver: “Will there be space for another adult to ride in the front passenger seat? I would like Rachelle to ride with this group.” Rather than “Can Rachelle ride in your car? I need her with Courtney.”

Upon an extended leave of absence, request from the School or termination of employment, employees are required to immediately return to the School all property of the School in as good condition as when received (normal wear and tear excepted) including, but not limited to, all files, records, documents, drawings, specifications, lists, equipment and supplies, promotional materials, and similar items relating to the business of the School. This policy also encompasses any and all identifying or confidential information of all former and current students which is protected under the Family Educational Rights and Privacy Act.

Failure to comply with this policy may result in disciplinary action, up to and including termination.

COMMUNICATION PROTOCOL

In our small community, we often find ourselves in multiple roles. Many of our employees are also parents and communicating from these overlapping roles can be challenging. The following guidelines were developed with input from employees who have multiple roles.

Parent Role

- If you are a parent at this school who is also an employee, it is important to remember to be an employee during work hours and a parent when off the clock. That doesn’t mean you can’t give your kids a hug or smile throughout the day, but please be mindful of limiting these interactions to not distract your child’s classroom or your child as a student.

- As a parent/employee you may have access to observing parts of your child's day other parents do not have. Please be aware that teachers and staff should not be put in the position where they feel you are judging their work. If you do observe something that troubles you, DO NOT approach your colleagues during the work day. You must follow communication protocol any other parent would follow: respect teachers' time, DO NOT approach them "on the fly", in the hallway or during their lunch or other break times. Send an email or make an appointment for a meeting. Be mindful of how much time you are taking. Most parents are limited to two conferences a year, are you taking too much?
- Be honest with yourself regarding your ability to remain neutral when your child conflicts with other students or with her or his teacher. Discuss difficulties you are having with your immediate supervisor.

Employee Role

- Please be aware of ways you might be communicating differently with colleagues who are also parents. Even positive feedback about one's child can be disruptive to a colleague's day if s/he is not expecting it because s/he is at work, in an employee role. If you have feedback, positive or constructive, for a colleague about her or his child, ask yourself: How would I handle this with any child who did not have a parent working at this school? If you are an extended learning aide or 1:1 aide, note that the Employee Handbook restricts you from directly communicating with parents as this is the teacher's role, not the role of an aide. Parent inquiries should be referred to the classroom teacher.
- Part of a teacher's role, or a director's role, is to communicate information about students to their parents. If the parent is also an employee here, you may be tempted to communicate with that parent when they are at Sherwood during their workday as an employee. DO NOT approach your colleagues during the workday. You must follow communication protocol as a teacher or director with these parents in the same way you would for any other parent. DO NOT approach them on the fly, in the "hallway" or during their lunch or other break times. Send an email or make an appointment for a meeting.
- If you find that you are having trouble working with a colleague's child in a natural and uninhibited way, please discuss this with your immediate supervisor.
- If you have feedback that you feel is important for parents to know, but you are not a Lead Teacher, please consult with your immediate supervisor about an appropriate way to get the feedback to the parent.

Supervisor Role

- If you have a role as a supervisor (director or teacher), it is important to be aware of how your authority can affect others. If you are feeling emotionally charged because of something to do with your child, reset yourself. It is o.k. to have strong feelings and it is o.k. to express yourself, but you must do so in a professional manner when you are in your professional role.

CONFLICTS OF INTEREST

All employees must avoid situations that result in actual or even potential conflicts of interest. Personal, social and economic relationships with competitors, suppliers, customers, parents, or co-employees that may impair an employee's ability to exercise good judgment on behalf of the School or which give the appearance of such impairment create an actual or potential conflict of interest.

Sherwood Montessori expects employees to devote their best efforts to the interests of our school. Sherwood Montessori recognizes your right to engage in activities outside of your employment, which are of a private nature and unrelated to our business. However, outside activities (second jobs, side businesses, clubs, etc.) must not interfere with your ability to fully perform your job duties at Sherwood Montessori or create a conflict of interest with your statutory duty of loyalty to the School. The School may prohibit employees from working with another School or external organization that competes with Sherwood Montessori whether as a regular employee or as a consultant.

If you have any questions whether an action or proposed course of conduct would create a conflict of interest, you should immediately contact the School Director to obtain advice on this issue. A violation of this policy will result in immediate and appropriate discipline, up to and including immediate termination.

The School will not discipline employees for conduct that relates to employees' ability to:

- Communicate with others regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in concerted activity protected under federal, state or local law.

EXPENSE REIMBURSEMENT POLICY

The School reimburses employees for reasonably necessary business expenses incurred within the course and scope of employment. Employees who have incurred pre-authorized business expenses, including, but not limited to mileage, must submit receipts, invoices, or route information fully documenting the expense. Do not incur expenses without prior authorization. Employees who have incurred business expenses should submit required receipts to the School business office within 30 days of incurring the expense.

SECTION 12 – SAFETY

SUBSTANCE AND ALCOHOL POLICY

It is the intent of Sherwood Montessori to promote a safe, healthy and productive work environment for all employees. The School recognizes that the illegal and/or excessive use of drugs and/or alcohol is not conducive to safe working conditions, employees' health, efficient operations or School success.

For purposes of this policy, "illegal drugs" includes, but is not limited to, substances that are prohibited by law (such as cocaine, heroin, etc.), controlled substances, marijuana (including medicinal marijuana, marijuana vaping or other recreational marijuana use), and prescription drugs (if they are not prescribed for the person using them and/or not being used as prescribed). "Drug paraphernalia" means any accessory for the use, possession, manufacture, distribution, dispensation, purchase, or sale of illegal drugs. "Under the influence" means that the employee is affected by alcohol, prescription medication that impairs cognitive or physical functions, and/or illegal drugs in any detectable manner.

The School complies with all Federal and State regulations regarding drug use while on the job. This policy prohibits the following:

- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia or alcohol during working hours, including meal and break periods, or in the presence of pupils;
- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia, or alcohol on School property at any time;
- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia, or alcohol while attending a School function or event;
- Storing alcohol (if unauthorized), illegal drugs, or drug paraphernalia in a locker, desk, automobile, or other repository on the School's premises;
- Refusing to submit to an inspection or testing when requested by administration;
- Being under the influence of illegal drugs, prescription medication that impairs cognitive or physical functions and/or alcohol during working hours, while on the School's premises and/or attending a School function or event.
- Conviction under any criminal drug statute for a violation occurring in the workplace, including failure to notify the School in writing of employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than 5 calendar days after such conviction; or
- Failure to keep all prescribed medicine in its original container.

Employees taking physician-prescribed medications, which impairs the employee's job performance, (including medical prescribed marijuana) should not report to work. In addition, if you are required to take any kind of prescription or nonprescription medication that will affect your ability to perform your job, you are required to report this to the School Director who will determine if it is necessary to temporarily place you on another assignment or take other action as appropriate to protect your safety and the safety of other employees and students.

Employees taking physician-prescribed medication which will not impair their job performance may be required to present a statement from the prescribing physician to the employee's supervisor indicating the duration of the prescription and stating that the use of the prescription will not impair the employee's ability to perform their specific job duties. This policy does not require or request the prescribing physician or the employee to identify any prescription drug or the medical condition for which it is prescribed. No employee shall use or have in their possession on the School premises any prescription medication other than medications currently prescribed by a physician for the employee.

Sherwood Montessori will not discriminate against employees for the use of cannabis/marijuana off the job and away from the worksite, nor will Sherwood take disciplinary action against employees for such use, so long it does not result in the employee being under the influence of marijuana while on the job (e.g., using marijuana off-duty and outside of work and then coming to work while still under the influence/impaired).

This policy will not be construed to prohibit the use of alcohol at social or business functions sponsored by the School where alcohol is served. However, employees must remember their obligation to conduct themselves appropriately at all times while at School-sponsored functions or while representing the School.

Violation of this Drug and Alcohol Policy may result in disciplinary action, up to and including termination, at the School's sole discretion.

Employees should be aware that participation in a rehabilitation program will not necessarily prevent the imposition of disciplinary action, including termination, for violation of this policy. Employees who undergo voluntary counseling or treatment and who continue to work, if any, must meet all established standards of conduct and job performance.

Compliance with this Drug and Alcohol Policy is a condition of employment at the School. Failure or refusal of an employee to cooperate fully, sign any required document, submit to any inspection, or follow any prescribed course of substance abuse treatment will result in discipline, up to and including termination.

Because the use, sale, purchase, possession, or furnishing of an illegally obtained substance is a violation of the law, the School may report such illegal drug activities to an appropriate law enforcement agency.

SMOKING

All School buildings and facilities are non-smoking facilities. This includes nicotine and non-nicotine cigarettes including (herbal cigarettes) as well as cigars, pipes, e-cigarettes, vaping and marijuana. Smoking is prohibited within 20 feet of a school building and within 25 feet of a school playground, whichever is farther.

SECURITY

All employees are responsible for helping to maintain a secure workplace. Be aware of persons loitering for no apparent reason. All staff is expected to question any unknown person seen in the workplace who does not have a visitor's pass. If you are leaving late at night or are in any other situation that presents security concerns or where you do not feel comfortable, please seek the assistance of the School Director other employees or call 911. Report any suspicious persons or activities to the Office Manager or School Director. Never attempt to force an individual to leave the workplace if s/he is uncooperative. Immediately contact your supervisor or school administrators for assistance or call 911. Secure your desk or work area at the end of the day or when called away from your work area for an extended length of time, and do not leave valuable and/or personal articles that may be accessible in or around your work area.

PARKED VEHICLES

Employees are responsible for their own parked vehicles and the personal possessions within while parked on Sherwood Montessori property. Be cautious: keep school property and/or personal possessions out of sight and lock your car. Insuring your vehicle and personal property against loss and damage is recommended for your protection.

PERSONAL AUTOMOBILE

Employees who use their own automobiles for travel on authorized school business will be reimbursed for mileage at the rate established by the Internal Revenue Services. Employee must have prior supervisory approval for the use of personal vehicles and must carry, at their own expense, the minimum insurance coverage for property damage and public liability.

PERSONAL PROPERTY

Sherwood Montessori cannot be responsible and will assume no liability for any loss or damage to employee personal property resulting from theft, fire, or any other cause on Sherwood Montessori's premises, including the parking area, or away from school property while on school business. Sherwood Montessori employees are prohibited from using personal property for work-related purposes unless approved in advance by the School Director.

SAFETY POLICY

Sherwood Montessori is firmly committed to maintaining a safe and healthy working environment. All employees of the School are expected to be safety conscious on the job at all times. All unsafe conditions or hazards should be corrected immediately. Report all unsafe conditions or hazards to your supervisor or the School Director or Office Manager immediately, even if you believe you have corrected the problem. If you suspect a concealed danger is present on School premises, or in a product, facility, piece of equipment, process or business practice for which the School is responsible, bring it to the attention of your supervisor or the School Director or Office Manager immediately. Supervisors should arrange for the correction of any unsafe condition or concealed danger immediately and immediately contact the School Director or Office Manager regarding the problem.

All workplace injuries and illnesses must be immediately reported to your supervisor and the Administrative Assistant.

Sherwood Montessori has in place a written Injury and Illness Prevention Program and a Workplace Violence Prevention Plan as required by law. These documents are located in the main office for review.

ERGONOMICS

Sherwood Montessori has invested in providing a work environment that is safe for all employees. To lessen the risk of ergonomic hazards, the School will make necessary adjustments to an individual's workstation, educate employees on ergonomic safety, and modify processes when deemed necessary to ensure the well-being and safety of our employees. You should report any ergonomic concerns to the School Director.

CHEMICAL EXPOSURE WARNING

Employees should be aware that work areas might contain chemicals known to the State of California to cause cancer or to cause birth defects or other reproductive harm. If you have any questions or concerns about possible chemical exposure in your work area, contact the Office Manager. Sherwood Montessori uses chemicals in some of its operations. Employees should receive training and be familiar with the handling, use, storage and control measures relating to these substances if they will use or likely be exposed to them. Safety Data Sheets (SDS) are available for inspection. Employee must follow all labeling requirements.

PHYSICAL ACTIVITY AT WORK

Staff members are not allowed to play sports or physical games (i.e.: tag) with students. This is because injuries may occur and employees who are injured at work or only to covered for workers compensation for duties that are included in their job descriptions. This includes P.E. instruction and coaching/teaching physical play and athletic activities.

SECTION 13 – TERMINATION

VOLUNTARY TERMINATION

Sherwood Montessori will consider an employee to have voluntarily terminated their employment if the employee does any of the following: (1) elects to resign from Sherwood Montessori; (2) fails to return from an approved leave of absence on the date specified without notifying the School for the need for continued leave including failure to communicate with the school; or (3) fails to report for work without notice to Sherwood Montessori for three consecutive work days. Sherwood Montessori requests that employees provide at least two weeks written notice of a voluntary termination. All Sherwood Montessori property must be returned immediately upon terminating employment. Sherwood Montessori retains the right to accept resignation immediately and pay the amount of straight time compensation an employee would have earned in lieu of further performance.

INVOLUNTARY TERMINATION

An employee may be terminated involuntarily for, among other reasons, poor performance, misconduct or other violations of Sherwood Montessori's Rules of Conduct as set forth herein. Notwithstanding the foregoing, or anything else contained in this handbook, pursuant to its at-will policy, Sherwood Montessori reserves the right to terminate any employee at any time, with or without advance notice and with or without cause.

EXIT INTERVIEWS

All employees who leave employment at Sherwood Montessori will be asked to take part in an exit interview with the School Director to communicate their challenges and growth while employed at Sherwood Montessori. Information shared during an exit interview will be treated as confidential to the extent possible. Employees may also fill a form with the exit interview questions in lieu of an in-person meeting.

VERIFICATION AND REFERENCE POLICY

All requests for employment verification, references or personal information verification or disclosures must be directed to the Administrative Assistant. Only the Administrative Assistant or School Director is authorized to provide verifications or references, or disclose personal information, pertaining to current or former employees.

With respect to verification requests, Sherwood Montessori will disclose only the dates of employment and the title of the last position held. Sherwood Montessori will verify or disclose an employee's salary history only if the employee provides written authorization for Sherwood Montessori to provide the information. However, Sherwood Montessori will provide information

about current or former employees as required by law or court order. Sherwood Montessori may decline to provide any letters of reference for current or former employees. Please refer all questions about this policy to the School Director.

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

By my signature below, I acknowledge that I have received a copy of Sherwood Montessori's Employee Handbook, on the date indicated below and agree to my at-will employment as described below. I acknowledge that it is my responsibility to read and review the Employee Handbook carefully. I also acknowledge that it is my responsibility to ask for clarification if I do not understand any of the policies included in the Employee Handbook.

I also acknowledge that I have received a copy of Sherwood Montessori's Harassment, Discrimination and Retaliation Prevention Policy which is in the Employee Handbook. I understand and agree that it is my responsibility to read and familiarize myself with this policy and all the provisions of the Employee Handbook. I understand that Sherwood Montessori is committed to providing a work environment that is free from harassment, discrimination and retaliation. My signature below certifies that I understand that I must conform to and abide by the rules and requirements described in this policy.

I understand that the Employee Handbook contains important information regarding Sherwood Montessori's expectations, policies and guidelines and that I am expected to comply with these expectations, policies and guidelines at all times. I understand that the Employee Handbook does not provide a binding contract, but provides guidelines for personnel concerning some of Sherwood Montessori's policies.

Just as I am free to terminate the employment relationship with Sherwood Montessori at any time, Sherwood Montessori, in its sole discretion, also reserves the right to modify or terminate the employment relationship with me at any time for any or no reason and with or without notice. Further, there is no agreement, express or implied, written or verbal, between the employee and Sherwood Montessori for any specific period of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment. No one other than the School Director of Sherwood Montessori, with the approval of the Board of Directors, has the authority to alter my employment at-will status, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Further, any such agreement must be in writing and must be signed by the School Director. This is the entire agreement between Sherwood Montessori and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded. If I have an individually negotiated written employment agreement with Sherwood Montessori, then the terms and conditions of that agreement will prevail to the extent it differs from the policies in this Handbook.

Sherwood Montessori reserves the right to modify, alter, add to or delete any of the policies, guidelines or benefits contained in this handbook at any time with or without notice.

Other than Sherwood Montessori Board of Directors, no other entity or person has the authority to modify this employee handbook.

Employee Name (print) _____

Employee Signature: _____

Date: _____

Addendum Form A; Non-Exempt Employee Meal Period Waiver Agreement
Sherwood Montessori

NON-EXEMPT EMPLOYEE MEAL PERIOD WAIVER AGREEMENT

Waiver of First Meal Period (Applicable only when workday is 6 hours or less)

- I understand that I am entitled to and acknowledge that Sherwood Montessori provides me with an uninterrupted, unpaid thirty-minute meal period whenever I work more than five hours in a workday. I also understand that my first meal period must start before the end of my fifth hour of work (i.e., 5 hours and 0 minutes on the clock).
- I wish to voluntarily waive my right to a thirty-minute meal period when my workday will be completed in six hours or less.
- I understand that I may revoke this agreement to waive my first thirty-minute meal period at any time, in writing, by providing written notice of revocation to the Administrative Assistant. As a result, I understand this waiver will remain in effect each workday unless and until I provide a written notice to the Administrative Assistant revoking this waiver.

Acknowledging the above, I hereby voluntarily waive my right to a thirty-minute meal period whenever my workday will be completed in six hours or less. If I wish revoke this waiver, I will notify the Administrative Assistant immediately.

Second Meal Period (Applicable only when workday is more than 10 hours but not greater than 12 hours)

- I understand that I am entitled to and acknowledge that Sherwood Montessori provides me with a second, uninterrupted, unpaid thirty-minute meal period whenever I work more than ten hours in a workday. I also understand that my second meal period must start before the end of my tenth hour of work (i.e., 10 hours and 0 minutes on the clock).
- I wish to voluntarily waive my right to a second meal period when my workday will be completed in twelve hours or less, provided that I did not waive my first meal period on the same workday.
- I understand that I may revoke this agreement to waive my second meal period at any time, in writing, by providing written notice of revocation to the Administrative Assistant. As a result, I understand this waiver will remain in effect each workday unless and until I provide a written notice to the Administrative Assistant revoking this waiver.

Acknowledging the above, I hereby voluntarily waive my right to a second meal period whenever my workday will be completed in twelve hours or less and I did not waive my first meal period on the same workday. If I wish revoke this waiver, I will notify the Administrative Assistant immediately.

Employee's Printed Name

Employee's Signature

Date

Addendum Form B; Non-Exempt Employee Meal and Rest Period Reporting Form
Sherwood Montessori
NON-EXEMPT EMPLOYEE
MEAL AND REST PERIOD REPORTING FORM
(ONE FORM FOR EACH APPLICABLE DAY)

Employee Name (Please Print): _____

Date: _____

Date/Time Issue Occurred: _____

Position: _____

Reported Issue(s)/Reason: (CHECK ALL THAT APPLY AND PROVIDE THE CORRESPONDING REASON FOR THE LATE, SHORT OR MISSED MEAL PERIOD AND/OR MISSED REST PERIOD)

Meal Periods

☐ Missed Meal Period

☐ Late Meal Period

☐ Interrupted Meal Period

☐ Short Meal Period

Reason for Missed, Late, Interrupted or Short Meal Period

☐ Voluntary ☐ Involuntary ☐ Other

☐ Voluntary ☐ Involuntary ☐ Other

☐ Voluntary ☐ Involuntary ☐ Other

☐ Voluntary ☐ Involuntary ☐ Other

Rest Periods

☐ Missed Rest Period

☐ Voluntary

☐ Involuntary

☐ Other

Circle/Select Applicable Missed Rest Period: 1 2 3 4

****Voluntary:** It was my own choice to refuse an authorized meal or rest period.

Involuntary: Through no choice of my own, I was not able to take a complete and proper meal or rest period.

Please provide details of what happened below regarding your meal period and/or rest period:

I understand that I am entitled to an uninterrupted, thirty-minute meal period whenever I work more than five hours in a workday and that my meal period must begin before the end of the fifth hour of work (unless, for workdays of six hours or less, I voluntarily waived my meal period). I understand that I am entitled to a second, uninterrupted thirty-minute meal period whenever I work more than ten hours in a workday and that my second meal period must begin before the end of the tenth hour of work. I also understand that I am authorized, permitted, and strongly encouraged to take a 10-minute (net) paid rest period for every 4 hours worked or major fraction thereof. If I voluntarily miss a meal or rest period or voluntarily experience a late, short, or interrupted meal period (e.g., it was my own choice to refuse an authorized meal or rest period), I understand that I am not entitled to one hour of premium pay for that meal or rest period. If I involuntarily miss a meal or rest period or involuntarily experience a late, short, or interrupted meal period (e.g., I wasn't allowed to take a proper meal or rest period), I understand that I am entitled to one hour of premium pay for that meal or rest period.

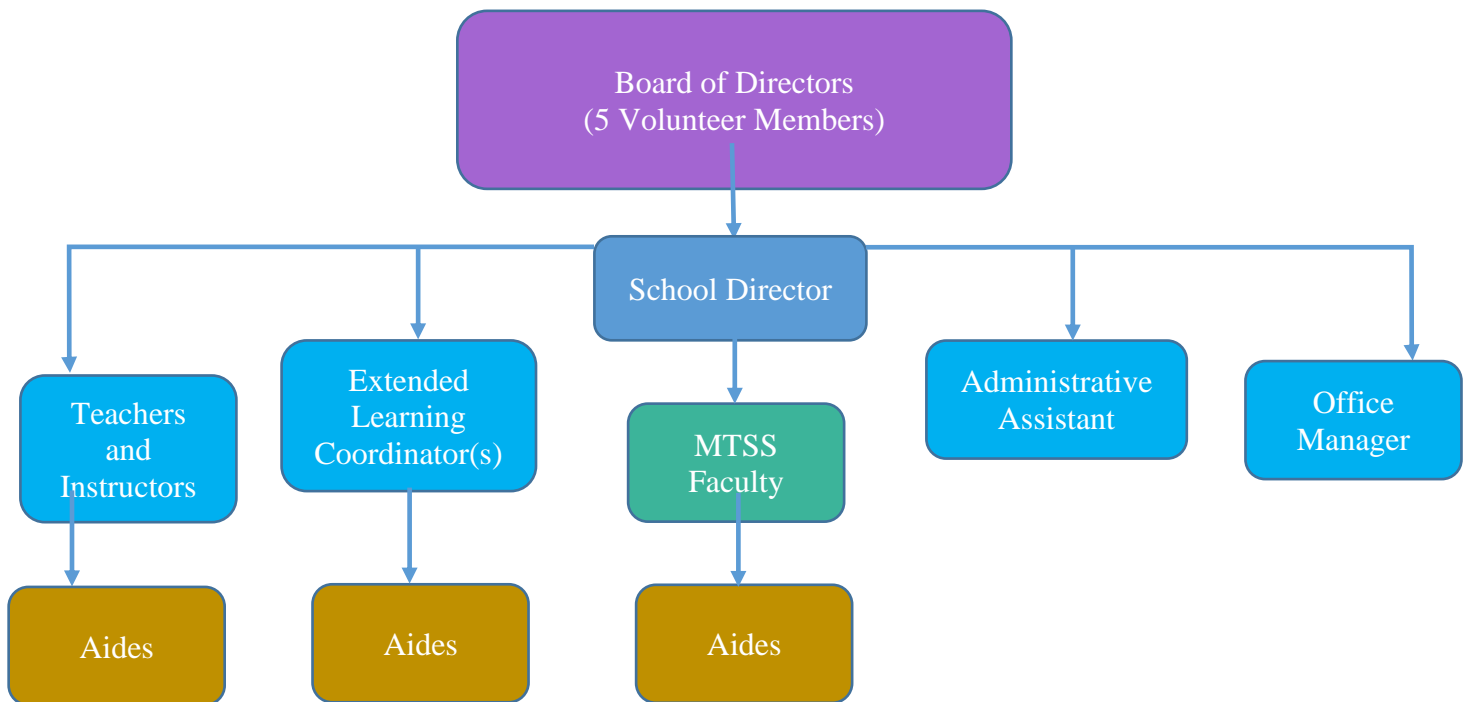
Employee Signature: _____

Date: _____

Supervisor's Signature: _____ Date: _____

FORM MUST BE SUBMITTED IMMEDIATELY AFTER THE APPLICABLE MEAL OR REST PERIOD OCCURS TO THE ADMINISTRATIVE ASSISTANT.

Addendum Form C; Organization Chart and Job Descriptions



Contracted Services

- Business Manager
- Custodial
- School Nurse
- Adapted Physical Education
- Legal Services
- Speech and Language Pathologist
- Pest Management
- Landscaping & Facilities

1. Job Descriptions

The following job descriptions may describe duties assigned to an employee or to an independent contractor. Inclusion of independent contractors' duties in this *Employee Handbook* do not change the status of the individual from independent contractor to employee. The job descriptions of independent contractors are included herein to provide clarity regarding responsibilities.

Director

The role of the School Director is to foster a positive and collaborative school community with a commitment to the Montessori philosophy and methods. The Director is responsible for managing a strong team of educators and professionals who, in partnership with engaged families, strive to help all students achieve their highest potential. The Director leads both internally and externally, with responsibility for the following areas:

Educational Program

- Develop and maintain the quality implementation of Montessori pedagogy and curriculum
- Build consistency, coherence and continuity within and across school programs
- Set clear goals for student growth and success; implement strategies to achieve these goals
- Use and interpret assessments to monitor student growth and to inform instructional practices
- Analyze and use data, including "best practices," to support continuous process improvement
- Promote a supportive and respectful learning environment for all students
- Ensure a system of intervention and supports for a range of student needs
- Ensuring coherence among grade levels of academic experiences of students, e.g.: ensuring that students in lower and upper elementary classrooms experience full complement of the Five Great Montessori Lessons.
- Supporting classroom teachers to implement assessments, analyze results, and make instructional choices based on data.
- Ensuring coherence in learning environments in terms of Montessori authenticity and Montessori materials appropriate for the developmental range of the students.
- Make suggestions for teachers' professional growth activities based on data collected in cooperation with classroom teachers.
- Participating actively in the school's Budget Committee.
- Participates as the LEA administrator of the Individualized Education Program (IEP) team in the identification of individuals with exceptional needs, as appropriate.

Staff Management

- Hire and retain a motivated team of teachers and staff
- Foster an inclusive and trusting environment in which staff can grow and improve
- Support and mentor staff through an effective coaching and evaluation process
- Ensure staff have access to Montessori and other professional growth opportunities

Financial and Operational Management

- Oversee the budget and manage expenses
- Prepare and analyze financial reports along with the Business Manager
- Oversee school operations including facilities, equipment, security and maintenance
- Ensure compliance with all governmental laws and regulatory requirements

Stakeholder Management

- Cultivate effective relationships with external stakeholders at the district, county and state levels
- Communicate with the Board of Directors on policies, programs, budget and other matters
- Communicate with current families to keep them informed and to ensure student satisfaction
- Cultivate relationships with prospective families through an effective admissions process
- Support staff when needed with communication with parents
- Work to maintain a positive and healthy social and emotional school climate

Strategic Planning and Leadership

- Work with Board to create and implement a strategic plan for the future direction of the school
- Plan, identify and secure funding resources to help the school achieve its mission and objectives
- Maintain and increase the school's visibility through effective marketing and outreach
- Assess and mitigate risks related to legislative and policy issues that may affect the school
- Problem-solve and manage unexpected changes; communicate effectively to the community

Administrative Assistant

The administrative assistant performs basic secretarial duties for the school and takes care of administrative details:

- Compile and file students' grade and attendance reports, immunization and other school records.
- Greet visitors to the school, determine the nature of business, and direct visitors to destination.
- Answer telephone to provide information, take messages, or transfer calls.
- Schedule appointments to talk with the Director or teachers and handle school communication.
- Inventory, order and dispense school supplies.
- Accept and deposit funds for student activities.
- Disburse funds, record financial transactions, and audit and balance student organizations and other school-fund accounts.
- Oversee student playground activities and monitor classroom during temporary absence of teacher.
- Assist the Director in all areas and update Director on school activities and information on a day-to-day basis.
- Use appropriate software and hardware such as, but not limited to, fax and copier machines, word processing, school database, and spreadsheet.
- Track employee absences and record changes in sick leave available for certificated staff.
- Assist Director with duties associated with promoting the school and retaining enrolled students.
- Check employee time sheets and have them ready for the director's review.
- Maintain Director's calendar of daily tasks.
- Oversee progress of "Requests" written by the Director for employees and contractors.
- Maintain staff and student email addresses and passwords.
- Maintain key inventory and provide keys to employees that need them.
- Perform other tasks as requested.

Office Manager

The Office Managers job duties include, but are not limited to:

- In a professional and helpful manner, greet public, answer phones, and take messages as needed.
- Adhere to confidentiality with all communications.
- Maintain student records (immunization, health).
- Maintain school attendance records for all students using attendance software.
- Manage office interruptions, including helping students in a nurturing manner and fulfilling staff's requests.
- Manage the School Lunch Program, including maintaining paperwork for the Free and Reduced Lunch Program and communicating with the contracted lunch provider to ensure compliance with all federal, state, and local legal requirements.
- Perform a variety of clerical duties, including typing, proofreading, filing, checking records and recording information on records.
- Compile and prepare various departmental files, records and reports; search files for specified information.
- Respond to routine correspondence.
- Maintain accurate attendance records, including issuing tardy slips, verifying student absences, providing information to parents, teachers and counselors; input absences into computer; contact parents/guardians by telephone or in person regarding student absences; maintain and compile truancy reports in compliance with SARB.
- Maintain correspondence with District lunch personnel regarding the number of students receiving school lunch.
- Receive and sort incoming mail, packages and faxes.
- Take care of sick and injured students; administer basic first aid and dispense prescribed medication to individual students in accordance with District and school policy.
- Receive, sort, duplicate and distribute various instructional materials; prepare materials for student packets and other related materials for distribution.
- Record all monies received on weekly deposit slips and provide receipts to payees.
- Complete California Department of Education required data submissions, such as CALPADS and attendance reports.
- Maintains student records in the SEIS system.
- Fulfill role of Technology Coordinator for CAASPP and ELPAC.
- Maintain the school network including maintaining the Securly web filtering program.
- Set up new students with accounts in technology-based applications and make requested changes to student class placement in accounts.
- Maintain calendar of school events.
- Perform other tasks as requested.
- Maintain the school key inventory and make sure each staff member that needs a key is provided one.
- Make small repairs to the school facilities. Inform the Director when the repair needs to be performed by the District.
- Assist teachers with moving furniture and hanging or fastening items to walls.
- Perform other tasks as requested.

Business Manager

The Business Manager is charged with general bookkeeping for the school and will serve in an advisory role as regards the budget to the School Director and Treasurer of the Board of Directors. Specific duties include:

- Bimonthly: Verify invoices, reimbursement requests, and deposits for accuracy (amount, SACS code, funding class); print checks.
- Monthly: Create payroll; monthly profit/loss statements and cash flow analysis; oversee STRS and PERS contributions as well as Federal and State tax liabilities.
- Annual: Year-end reports as regards STRS/PERS, payroll, and tax liabilities.
- Reports: Prepare Annual Projected Budget, First and Second Interim Reports, and End of Year Expenses for Chico Unified School District; yearly accrual entries and balance restricted and unrestricted funds.
- In addition, the Business Manager may be called up to provide financial reports for grants and other requests from the CUSD, Butte County Office of Education, or California Department of Education as needed.

Education Specialist

- Embrace the spirit of the Montessori philosophy, which holds children in highest esteem
- Openness to the Nurtured Heart Approach and a positive discipline style
- Plan, organize and implement daily lessons in accordance with the approved curriculum
- Conduct pre and post-testing using standardized tests for each student
- As a part of a team, write and implement goals as outlined in each student's IEP
- Write Behavior Improvement Plans
- Demonstrate competency in all subject areas
- Participate in the identification of students with possible disabilities post intervention phase
- Provide academic assessments
- Schedule and chair IEP meetings
- Meet special education timeline requirements as specified by education code
- Collaborate with general education teachers
- Participate in authorized school trainings
- Maintain documentation of communications with students, families, and other services providers
- Maintain documentation of daily activities
- Complete reports as required
- Perform other tasks as requested.

Title One Reading Instructor

- Provides a variety of instructional, clerical, and group behavior assistance to individuals or small groups of students in support of special instructional programs.
- May provide other support services such as translation.
- Assists certificated staff in the preparation and use of materials to enhance the student learning experience.

- Assists with the creation and implementation of lesson plans to maximize learning experiences.
- Confers, as needed, with certificated staff concerning programs and materials to meet student needs.
- Alerts immediate supervisor to any special problems or information concerning students.
- May proctor and administer tests (e.g. phonemic awareness, reading level, spelling). Scores tests and written papers based on answer keys or rubrics. Keeps appropriate records for teachers, including computerized grading sheets.
- Maintains records, collects data, monitors data, and presents results for student study teams, parent teacher conferences, and student records.
- Participates in relevant professional development.
- Performs clerical support duties as required including preparing and maintaining a variety of files and records.
- Occasionally will need to support with supervision of students during recess and lunch or coworkers break periods.
- Performs other duties as assigned.

Behavioral Health Counselor

- Support students with regulating their emotions/behaviors in the Learning Center
- Support and advise teachers through instructional challenges, student behavioral difficulties, and acts as a parent liaison
- Facilitate communication between school staff to support a unified response to individual students.
- Offer emotional and/or behavioral support to students in the classroom setting.
- Support and enhance students' emotional and behavioral stability.
- Attend Individual Education Plan (IEP) meetings as necessary to review student progress and help develop goals/objectives.
- Perform other tasks as requested.

Mental Health Counselor

- Consult and cooperate with special education and general education personnel.
- Make recommendations for educationally-related mental health services for students with significant social emotional and/or behavior needs.
- Develop and maintain behavioral health programs in collaboration with the IEP team process.
- Engage diverse families in the coordination process and engage access to services.
- Make recommendations to IEP teams for educationally related mental health counseling services.
- Participate in SSTs, IEPs and other student progress meetings.
- Provide continuum of counseling interventions for students enrolled in general and special education.
- Provide individual and group counseling services.
- Provide technical assistance, consultation and training to schools regarding community resources

- and other mental health issues as necessary.
- Provide training for school staff regarding proactive pre-referral activities and behavioral support systems.
- Serve as school liaison between students and their families, and other community agencies.
- Perform other tasks as requested.

Classroom Teacher

The job duties of the classroom teacher include, but are not limited to:

- Report directly to the Director in all pertinent matters or areas of concern.
- Hold a Bachelor of Arts or Bachelor of Science degree or higher, hold a California State Teacher's Credential or commit to obtaining one within two years of employment, and hold a Montessori Certificate or commit to obtaining one within two years of employment.
- Prepare and maintain an environment that meets the needs of all learners and is reflective of the Montessori philosophy of order and beauty.
- Initiate and facilitate ongoing dialogue with parents on the overall development of each child/teen.
- Demonstrate competency to deliver an educational program based on individual needs of each child/teen.
- Demonstrate competency to provide effective, innovative instruction with a balance of Montessori materials and best practices to address adopted State Standards.
- Oversee the learning of all children/teens in the classroom while partnering with colleagues and Director in supporting the needs of all learners.
- Be a reflective practitioner open to continuous self-improvement and self-evaluation.
- Demonstrate basic computer literacy/competency, use technology to access and respond to professional emails from Director and parents, and teach technology skills as outlined in California State Standards.
- Model positive attitude and courteous behavior for children, teens and adults, and prepare all other visitors and teachers to model the same respect when working and volunteering in the school.
- Conduct the class: plan, develop, record and implement class curriculum; make materials when needed, maintain classroom materials and keep shelves clean and orderly.
- Communicate ground rules and procedures effectively to all children/teens and remain consistent with consequences.
- Communicate verbally with parents in the fall and in the spring at conferences regarding progress of students,
- Turn in comprehensive report cards for each child/teen twice yearly.
- Keep accurate and daily attendance and tardiness records for each child/teen.
- Turn in a material replacement list order, room repair list, inventory worksheet, wants/needs order, and any other documents communicated on the last Friday at the end of each year.
- Electronically submit to Director reports for the Board of Directors.
- Complete paperwork for English language learners by due dates.
- Complete Report Cards on standard forms by due dates.
- Collect and turn in data on student achievement as requested by Director or Director of MTSS.

Act as immediate supervisor of aides assigned to classroom, including: assigning tasks as needed, providing formative feedback and a formal evaluation, and providing appropriate training or referral to appropriate training as needed to optimally perform duties.

- Perform other tasks as requested.

Teacher's Aide

- Demonstrate flexibility in assisting classroom teacher in myriad and changing ways that will maximize benefits to the learning community.
- Model positive attitude and courteous behavior for children, teens and adults, and prepare all other visitors and teachers to model the same respect when working and volunteering in the school.
- Supports student focus and concentration, minimizes interruption and distraction during work periods and lessons.
- Refrains from any activity that would cause interruption from student learning or focus on classroom teacher's lessons.
- Assist the classroom teacher in preparing and maintaining an environment that meets the needs of all learners and is reflective of the Montessori philosophy of order and beauty.
- Communicate ground rules and procedures effectively to all children/teens and remain consistent with consequences.
- Maintain vigilance in supervising students for safety in classrooms and recreation spaces.
- Demonstrate openness to obtaining new skills that will optimize effectiveness in assisting classroom teacher to meet the needs of all students.
- Demonstrate competency in behavior management using cooperative/positive discipline techniques in whole class, small group, and 1:1 settings.
- Demonstrate ability to use computers, copiers, and other office equipment needed to assist classroom teacher in work related duties.
- Implement program developed for exceptional students as communicated by Director of MTSS and classroom teacher.
- Perform other tasks as requested.

1:1 Aide

- Support the success of exceptional children in all educational settings of the school, such as the Learning Center, the general education classroom, the playground, etc.
- Work with the Educational Specialist and classroom teacher to implement Behavior Improvement Plans or other supports that assist assigned student/s in the least restrictive environment (i.e.: always seeking to provide minimal interference to independence for the student/s).
- Observe and control behavior of students in the classroom according to approved procedures; monitor student behavior during meal and snack times, recess, field trips, assemblies and other school events and activities as directed; report progress regarding student performance and behavior; escort students to and from designated school locations.
- Use professional communication to seek clarification of desired role in different settings or from different supervisors.
- Demonstrate flexibility in assisting classroom teacher in myriad and changing ways that will maximize benefits to the learning community.

- Model positive attitude and courteous behavior for children, teens and adults, and prepare all other visitors and teachers to model the same respect when working and volunteering in the school.
- Assist the classroom teacher in preparing and maintaining an environment that meets the needs of all learners and is reflective of the Montessori philosophy of order and beauty.
- Assist in the presentation and preparation of learning materials, lesson plans, instructional exercise and implementation of Individual Education Plans (IEP) and Behavior Intervention Plans (BIP).
- Communicate ground rules and procedures effectively to all children/teens and remain consistent with consequences.
- Maintain vigilance in supervising students for safety in classrooms and recreation spaces.
- Demonstrate openness to obtaining new skills that will optimize effectiveness in assisting classroom teacher to meet the needs of all students.
- Demonstrate competency in behavior management using cooperative/positive discipline techniques in whole class, small group, and 1:1 settings.
- Demonstrate ability to use computers, copiers, and other office equipment needed to assist classroom teacher in work related duties.
- Implement program developed for exceptional students as communicated by Director of MTSS and classroom teacher.
- Administer prescribed medications according to physician instructions and established District procedures as directed; monitor and/or collect data on student side effects and notify appropriate personnel and agencies as required.
- Assist students with personal hygiene and grooming; assist students with eating and oral feeding activities; assist students with toileting, diapering and changing those who have experienced toileting accidents; lift and or transfer students; assist students with performing and developing self-help, social and independent living skills as assigned; operate adaptive equipment or mobility related equipment.
- Perform other tasks as requested.

Extended Learning Aide

Examples of duties may include, but is not limited to the following:

- Assist students in academic subjects, such as math, reading, writing, and other areas.
- Assist planning and implementation of academic, enrichment, health, and recreational extra-curricular before and after school.
- Work effectively with students in extended learning activities and assist with behavior management, discipline, interpersonal actions, and act as a role model.
- Help mentor students in a variety of learning and life experiences.
- Support environments that are safe, healthy, and conducive to student learning.
- Gather and maintain student participation, development, and achievement data for program evaluation efforts.
- Participate in staff training and professional development opportunities.
- During school hours, demonstrate flexibility in assisting classroom teacher in myriad and changing ways that will maximize benefits to the learning community.
- Model positive attitude and courteous behavior for children, teens and adults, and prepare all other visitors and teachers to model the same respect when working and volunteering in the school.

- Support student focus and concentration, minimizes interruption and distraction during work periods and lessons.
- Refrain from any activity that would cause interruption from student learning or focus on classroom teacher's lessons.
- Assist the classroom teacher in preparing and maintaining an environment that meets the needs of all learners and is reflective of the Montessori philosophy of order and beauty.
- Communicate ground rules and procedures effectively to all children/teens and remain consistent with consequences.
- Maintain vigilance in supervising students for safety in classrooms and recreation spaces.
- Demonstrate openness to obtaining new skills that will optimize effectiveness in assisting classroom teacher to meet the needs of all students.
- Demonstrate competency in behavior management using cooperative/positive discipline techniques in whole class, small group, and 1:1 settings.
- Demonstrate ability to use computers, copiers, and other office equipment needed to assist classroom teacher in work related duties.
- Implement program developed for exceptional students as communicated by Director of MTSS and classroom teacher.
- Perform other tasks as requested.

School Psychologist

Under the supervision of the Director, the School Psychologist manages, evaluates and serves as a consultant for Sherwood Montessori and subcontracted LEAs.

- Lead and facilitate Individual Education Plan (IEP) meetings, including all paperwork, preplanning with teacher, parent, and staff, and all follow-up duties
- Support and advise teachers through instructional challenges, student behavioral difficulties, and act as a parent liaison
- Train or coordinate training for providers on the school team in the effective use of data to drive instruction and on proper IEP development, preparation, and meeting procedures
- May serve as administrative designee for IEP meetings
- Consult and collaborate with local school districts about program services provided and
- Collaborate in evaluation and assessment, and recommend services for students enrolled in the program
- Monitor student progress and annual reviews, and assist with goal and objective development to ensure educational benefit
- Conduct manifestation determination reviews and prepare these assessment reports and documentation as needed
- Develop Behavior Improvement Plans when appropriate
- Conduct psychoeducational assessments and diagnosis of specific learning and behavioral disabilities, including, but not limited to, case study evaluation, recommendations for remediation or placement, and periodic reevaluation of such children
- Perform other job-related tasks as requested by Director

Speech and Language Pathologist

- Provides speech therapy services to students in Special Education; maintains a safe and orderly treatment area
- Conducts assessments of students to determine need for identification of communication-related disorders and the need for speech therapy services
- Re-evaluates students' individual speech therapy goals on a regular basis
- Provides reports for use in Individualized Educational Plan (IEP) committees, attends IEP meetings as necessary, and maintains progress notes on student records
- Serve as case manager for students with IEPs in which their only service is speech and language therapy
- Assumes responsibility for developing annual goals and objectives, as well as progress reports, for students with speech services on their IEPs
- Participates in school-based intervention team meetings as needed
- Screens students for potential school-based intervention
- Collaborates with parents and staff regarding plans for speech therapy services
- Perform other job-related tasks as requested by Director

School Nurse

- Assumes responsibility for staff-requested and State mandated hearing and vision screening programs in the school
- Conducts appropriate health follow-up screening and referral activities
- Periodically reviews the status of students with identified problems and follows through as needed
- Establishes and maintains student cumulative health records.
- Provides for compliance with mandated regulations for dispensing medications to students at school
- Assumes responsibility for proper verification of student compliance with CHDP and immunizations
- Identifies students with chronic health problems and counsels parents and staff regarding the nature and plan for the illness
- Assembles all pertinent health information and a health and developmental history for students referred for special education testing
- Serves as a medical resource person to school personnel. Provides reports for use in Individualized Educational Plan (IEP) committees, attends IEP meetings as necessary
- Alerts school administration to potential health and safety issues in the school environment
- Participates in continuing education courses
- Perform other job-related tasks as requested

Position Title: Occupational Therapist

- Provides occupational therapy services to students in Special Education; maintains a safe and orderly treatment area.
- Conducts assessments of students to determine need for occupational therapy.
- Collaborates with medical personnel and acts as a resource to school personnel in interpreting occupational therapy services.

- Re-evaluates students' individual occupational therapy goals on a regular basis.
- Provides reports for use in Individualized Educational Plan (IEP) committees, attends IEP meetings as necessary, and maintains progress notes on student records.
- Collaborates with parents regarding plans for occupational therapy services.
- Perform other job-related tasks as requested by Director

P.E. Instructor

- Teach twice weekly PE classes w/all grade levels
- Align instruction with California Physical Education Standards
- Manage the maintenance of the PE shed and equipment
- Coordinate community involvement including guest speakers, community volunteers, and service learning projects
- Instruct students on safety using equipment and playing sports
- Identify and apply for grants
- Teach health topics during inclement weather using California Standards as a guide
- Work with school director, SMPO members, and staff on relevant fundraising events for the school's general fund
- Submit purchase requests as needed to replenish playground and PE equipment
- Perform other job-related tasks as requested by Director

Extended Learning Coordinator/s

- Assure safety of students and staff while attending the AC program
- Supervise program aides and activities as needed
- Create staff and program schedules and communicate schedules, and program plans/needs with aides
- Lead aides in curriculum and activity plans
- Establish and maintain positive and professional working relationships with students, parents and school staff
- Plan activities and curriculum to enrich student experiences in creative art, physical education, music, nature, science, homework and reading, and social interaction
- Plan for, order and shop for needed supplies to carry out the planned activities, with the approval of the director
- Communicate with parents regarding billing, update accounts records, work with school Business Manager to keep fiscal records accurate
- Maintain records for third parties that supplement parent payments as required by the cooperating agencies
- Maintain records for purchases for program supplies, and snack program
- Maintain regular and supportive communication with parents and director on all aspects of the AC program
- Create snack options for children based on healthy food choices

- Purchase food and create snack calendar to reflect weekly menu
- Lead and assist aides to carry out daily snack preparation, serving, and clean up
- Maintain regular and supportive communication with parents, staff and program director
- Attend regular school staff meetings and hold AC staff meetings as well as curriculum building meetings
- Report concerns regarding children, staff, parents or safety issues in a timely manner to the director, in weekly meetings or immediately if there is a safety concern
- Make recommendations to director regarding the hiring of program aides, supervising and evaluations
- Communicate to ensure adequate coverage of students in the program. Contact support staff when needed
- Provides classified staff trainings to orient new employees to the school's procedures and culture and to continue to develop the skills of experienced employees
- Give guidance to employees regarding job duties when questions or conflicts arise and/or reports to Director questions or conflicts that are unresolved.
- Provide classified staff who are supervising the playground training and guidance related to playground supervision to orient new employees to the school's procedures and culture and to continue to develop the skills of experienced employees
- Create a schedule of supervision of playground and campus areas to be followed by classified staff who are assigned to playground supervision
- Communicate expectation that may be unique to different playground and campus supervision areas, e.g.: monitoring bathrooms, monitoring check in/check out of playground equipment, monitoring hallway, monitoring return to classroom at the conclusion of recess
- Give guidance to employees regarding job duties when questions or conflicts arise and/or reports to Director questions or conflicts that are unresolved.
- Perform other job-related tasks as requested by Director

Addendum Form C; Absence Request and Absence Verification Forms



Absence Request

Absence Information

Employee

Name: _____

Type of Absence Requested:

- | | | | |
|-----------------------------------|------------------------------------|--|---|
| <input type="checkbox"/> Sick | <input type="checkbox"/> Vacation | <input type="checkbox"/> Bereavement | <input type="checkbox"/> Time Off Without Pay |
| <input type="checkbox"/> Military | <input type="checkbox"/> Jury Duty | <input type="checkbox"/> Maternity/Paternity | <input type="checkbox"/> Other |

Dates of Absence:

From: _____ To: _____

Reason for Absence:

Employee Signature

Date

Director Approval

- ☐ Approved
- ☐ Rejected

Comments:

Director Signature

Date



Absence Verification

Absence Information

Employee Name: _____

Type of Absence:

- | | | | |
|-----------------------------------|------------------------------------|--|---|
| <input type="checkbox"/> Sick | <input type="checkbox"/> Vacation | <input type="checkbox"/> Bereavement | <input type="checkbox"/> Time Off Without Pay |
| <input type="checkbox"/> Military | <input type="checkbox"/> Jury Duty | <input type="checkbox"/> Maternity/Paternity | <input type="checkbox"/> Other |

Dates of Absence:

From: _____ To: _____

Employee Signature

Date

From the Employee Handbook:

Full-time staff shall accrue sick leave at the rate of ten (10) days per school year. If specified in the employee's contract, part-time staff, or staff working part of the school year shall accrue sick leave on a prorated basis to reflect the proportion of time or working months that the employee's schedule represents in relation to a full time schedule. Emergency leave is granted for only the reasons listed above and will not be paid out if not utilized, if the employee is terminated, or if the employee's contract is not renewed. All employees shall inform the Director of an anticipated absence as soon as possible, and such leave (other than for unexpected circumstances) must be preapproved by the Director. The Director may require an employee to verify the claimed reason for any absence.

Sick leave days available before absence: _____

Sick leave days now available: _____

Director Signature

Date



MEMORANDUM

To: Board of Directors

From: Michelle Yezbick, School Director

Subject: **MOU with Chico Country Day School for School Nursing Services**

Date: August 22, 2024

SUMMARY

The Board will be asked to approve an MOU with Chico Country Day School for School Nursing Services

DISCUSSION

This MOU is basically the same as last year's, updated for this current school year. The contract assures we have a properly licensed school nurse as required by Education Code.

ACTION REQUESTED

Approve MOU.

Attachment: MOU with Chico Country Day School for School Nursing Services

**Memorandum of Understanding between
Sherwood Montessori School and Chico Country Day School**

This memorandum of understanding ("MOU" or "Agreement") is between Sherwood Montessori School (Sherwood) and Chico Country Day School ("CCDS"), which are referred to as the "parties".

RECITALS:

- A. Sherwood is a charter school authorized by Chico Unified School District.
- B. CCDS is a charter school authorized by the Chico Unified School District.
- C. Sherwood wishes to contract with CCDS for CCDS's provision of School Nursing services to Sherwood students, as more fully discussed in this MOU.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, the parties do hereby agree as follows:

1. Purpose

The purpose of the MOU is to ensure that Sherwood students are provided with nursing services by CCDS. It is agreed that Sherwood shall retain all financial and legal responsibilities under the Individuals with Disabilities Education Improvement Act ("IDEA") and related federal and California laws for Sherwood students served by CCDS in accordance with this MOU. Sherwood shall remain liable for all complaints, mediations, due process matters and/or other litigation initiated by or on behalf of Sherwood students which arise under such laws. CCDS shall only be considered a service provider and not the responsible LEA for any Sherwood student and shall incur no costs associated with the provision of these services, all of which shall be paid by Sherwood as set forth in this MOU. Unless the parties agree otherwise in writing, CCDS is not required to provide anything beyond what is specifically identified in this MOU.

2. Services of the school nurse may include:

- (a) Assessing and evaluating student health and developmental status as part of the Individual Education Plan (IEP) or Section 504 Plan process;
- (b) Communicating with students, families, caregivers, and health care providers;
- (c) Interpreting assessments and medical information to school staff working with the students;
- (d) Designing and implementing an Individualized School Health Plan, Emergency Care Plan, Individual Educational Plan and/or Section 504 Plan related to health care needs or chronic illnesses;
- (e) Determining the appropriate level of care for students with specialized health care needs and training, monitoring and supervising licensed and unlicensed staff;
- (f) Providing school nursing case management services for students;

- (g) Counseling students and parents regarding health or school related issues and providing information and referral to community services;
- (h) Administering and training and supervising school staff in assisting students with routine and emergency medications;
- (i) Serving as a health consultant and providing inservice programs to staff on a variety of health topics;
- (j) Developing curriculum and assisting in delivery of comprehensive health education to students;
- (k) Promoting a healthy school environment for emotional and physical safety;
- (l) Performing federal and state mandated tasks including but not limited to emergency care; child abuse reporting; communicable disease control, prevention and follow up; and CHDP, audiometric, scoliosis and vision screening;
- (m) Providing routine direct healthcare services and referrals;
- (n) Maintaining, protecting and managing confidential electronic and written student health records.

3. **Additional Sherwood Obligations**

Sherwood shall:

- (a) Pay CCDS for services identified herein, consistent with the Fiscal Agreement set forth in paragraph 7 below.
- (b) Provide CCDS personnel with appropriate designated workspace for the delivery of services within Sherwood buildings as assigned.
- (c) Provide internet data connections in workspaces designated for CCDS personnel at the Sherwood site.
- (d) Store confidential health files at the Sherwood site.
- (e) Provide nurse with assessment plans upon signature so health and developmental history may be completed.

4. **Dispute Resolution**

In the event that either party disputes the meaning of the terms of this agreement, the parties shall attempt to resolve the dispute in good faith first through a joint meeting of their representatives. If an agreement cannot be reached through the joint meeting, then the parties agree to attempt to resolve the dispute in a meeting with the El Dorado County Charter SELPA Director or their designee. If agreement cannot be reached with the assistance of the El Dorado County Charter SELPA, then any party may seek remedy in the appropriate court of law.

5. **Due Process and/or Litigation**

Sherwood assumes full responsibility for the provision of assessments and therapy services to Sherwood students. It shall be the financial and legal responsibility of Sherwood to handle any and all legal disputes and claims, including but not limited to, negotiating settlement agreements, mediations, due process hearings, compliance complaints and any and all other legal actions related to a student's educational program pursuant to this MOU. If CCDS is named as a party to a legal dispute, Sherwood will cooperate in dismissing, with prejudice, CCDS as a party. If Sherwood is unable to obtain dismissal of CCDS as a party to a dispute, Sherwood shall fully defend and indemnify CCDS in said proceedings in accordance with the Indemnification provision in paragraph 8 below. CCDS shall fully cooperate with Sherwood in any legal dispute, including making its employees and documents available.

6. **Indemnification**

Sherwood shall protect, defend, indemnify, forever hold harmless and assume the costs of defense, including attorneys' fees, of CCDS, its Board, officers, members, representatives, agents, guests, invitees, and/or employees, from and against any and all liabilities, claims, losses, judgments, damages, demands or expenses resulting from or related to the policies and procedures of the El Dorado County Charter SELPA, the requirements of the IDEA, California Education Code section 56000 and following sections, Title 5 of the California Code of Regulations section 3000 and following sections, the Americans with Disabilities Act, and/or Section 504 or any other causes of action, including but not limited to actions related to or arising from CCDS's obligations under this Agreement. Sherwood shall indemnify CCDS and its Board, officials, employees and agents against any remedies, including compensatory education, reimbursement, money damages, attorneys fees and/or costs that may be awarded or agreed to, for failure to provide appropriate and/or compliant special education and related services.

7. **Fiscal Agreement**

CCDS will bill Sherwood in advance for school nursing services on a monthly basis, for 10 months, at the rate of:

- School Nurse:
 - a. 0.10 FTE or equivalent of 19.5 days based on the employee's position on the CCDS Nursing Salary Schedule. Any additional days of work required by Sherwood shall be requested in writing and approved by both Sherwood and CCDS administrators. Sherwood will be billed at the employee's daily rate, daily benefit costs plus a 2% fee based on the daily amounts.
 - b. Twenty percent (20%) of the benefit cost of the employee, including PERS, payroll fees and other fees associated with an employee.
- Mileage rate equal to the IRS Standard Mileage Rates, if applicable.
- Actual costs of translation services as needed and requested by Sherwood for any reports and assessments performed by CCDS staff.
- 2% Administrative Fee based upon the salary and benefit rates listed above.

Sherwood has thirty (30) days from the date of billing to issue payment to CCDS.

8. Agreement / Term


- (a) This MOU constitutes the entire understanding between parties and supersedes any prior or concurrent agreement, oral or written, between or among CCDS and/or Sherwood concerning its subject matter. Any modification to this MOU shall be effective only if in writing and signed by all parties. If any provision or any part of this MOU is for any reason held to be invalid or unenforceable or contrary to public policy, law, or statute, and/or ordinance, the remaining provisions of this MOU shall not be affected thereby and shall remain valid and fully enforceable.
- (b) The term of this Agreement and services shall commence on July 1, 2024 and continue through June 30, 2025.
- (c) CCDS will seek advisement and input from Sherwood in regards to periodic program evaluation and evaluating delivery of nursing services. Sherwood retains the ability to perform an independent evaluation of the School Nurse services provided. CCDS retains the sole responsibility to perform staff evaluations of CCDS employees who implement services in accordance with this MOU; however, CCDS is invited to collaborate with Sherwood staff in this regard as needed.
- (d) This Agreement has been made and entered into the State of California and the laws of said State will govern the validity and interpretation of this Agreement.
- (e) The persons signing this MOU warrant that they are duly authorized to sign it on behalf of the persons and entities being bound.
- (f) This Agreement may be executed in counterparts, all of which, taken together, shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

On Behalf of Sherwood School of Arts & Sciences

Date: _____ By: _____
Sherwood Montessori School Director

On Behalf of Chico Country Day School

Date: 7/11/24 By: 
CCDS Director of Student Support Services



MEMORANDUM

To: Board of Directors

From: Michelle Yezbick, School Director

Subject: **POP Resolution**

Date: August 22, 2024

SUMMARY

Approval of this resolution satisfies a legal requirement for employers who offer the type of health benefits Sherwood offers its employees.

DISCUSSION

While we have always offered a Premium Only Plan (POP) for health coverage, we are now required by law to have the board approve a resolution stating this. POP coverage provides a reduced gross income which benefits employees by reducing their taxes.

ACTION REQUESTED

Approve resolution.

Attachment: POP Resolution

Certificate of Resolution (2024)
For Sherwood Montessori Charter School
Section 125 Premium Only Plan
Plan Year Ending August 31, 2025

The undersigned Secretary or Principal of **Sherwood Montessori Charter School** (the Employer) hereby certifies that the following resolutions were duly adopted by the board of directors of the Employer on **September 1, 2024**, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of Amended Section 125 Cafeteria Plan effective **September 1, 2024**, presented to this meeting is hereby approved and adopted and that the proper officers of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the amended Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

RESOLVED, that the proper officers of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the amended Plan by delivering to each employee a copy of the summary description of the Plan in the form of the Summary Plan Description presented to this meeting, which form is hereby approved.

The undersigned further certifies that true copies of the Adoption Agreement, Plan Document, and the Summary Plan Description, approved and adopted in the foregoing resolutions, are attached herewith.

By _____
Secretary/Principal



MEMORANDUM

To: Board of Directors

From: Michelle Yezbick, School Director

Subject: School Director Report

Date: August 22, 2024

Administrative

- Current enrollment will be reported at the meeting.
- We completed a move over the summer that included four classrooms. All lower and upper elementary classrooms are now located in the quad building, with the LC and middle school moving to the classrooms that previously housed upper elementary. A great deal of cleaning and organizing that were involved has the classrooms looking beautiful.
- We have some new staff members who are joining us for the 2024-2025 school year and some staff from last year with new assignments:

New Staff Member/Reassigned Staff Members	Position
Lilly Follrath	Lead Teacher-Lower Elementary
Evan Kerr	Extended Day Coordinator-Afternoon
Sariah Pilant (Extended Day Coordinator-Afternoon last year)	MSW Intern-Lead Wellness Counselor
Chris Wenger	Lead Teacher-Upper Elementary
Rosa Lomeli	Teacher's Aide/Extended Day-Afternoon
Yasmeen Sardi	Teacher's Aide
Madison Mason	Aide-Extended Day-Afternoon
Dalila Gonzalez	MSW Intern
Elaina Jarchow	BSW Intern

We are still seeking to hire a 1:1 Aide.

Legislative

- This year, we will be taking our charter to CUSD for renewal.



To: Board of Directors
From: Pat Casey, Business Manager
Subject: **Agenda Item, Treasurer's Report**
Date: August 22, 2024, Board Meeting

Bank statement reconciliation

- The Business Manager has verified that the beginning and ending cash balances on Sherwood's bank statements for the month of July 2024 reconciled with and matched those of the school's internal reports. The bank Ending Balance cash totaled \$ 506,854.03 as of July 31, 2024 for the checking account.
- The expenses in July were for the normal operating cost.

Profit & Loss

The July 2024 Profit & Loss report shows a Net Income of \$ -90,398, with added amounts of \$ 122,372 June LCF funds deposited in August 2024 along with \$8,214 for ELOP and \$ 2,841 for Prop 28 Art/Music. The actual Net Cash for July 2024 is \$ 43,029.

Cash Flow

The school will end the year with a positive cash balance based on P2 ADA of 115.

Sherwood Montessori
Profit & Loss YTD Comparison
July 2024

	<u>Jul 24</u>
Ordinary Income/Expense	
Income	
8000-Revenues	
8300-8599 Other State Revenue	<u>4,447</u>
Total 8000-Revenues	<u>4,447</u>
Total Income	<u>4,447</u>
Gross Profit	4,447
Expense	
2000 Classified Salaries	25,305
3000-Employee Benefits	16,186
4000-Books and Supplies	1,138
5000 Services/Other Op. Exp.	<u>52,216</u>
Total Expense	<u>94,845</u>
Net Ordinary Income	<u>-90,398</u>
Net Income	<u><u>-90,398</u></u>

08/20/24

Accrual Basis

Sherwood Montessori
Board of Directors - Vendor Payments Report
July 2024

Type	Date	Num	Name	Memo	Account	Amount
Check	07/01/2024	7628	Modern Montessori Tea...	Montessori Elementary I-II C...	Contracted Service	21,146.00
Check	07/01/2024	9867	North State Parent Mag...	DIRECTORY - COOP AD	Advertising	460.00
Check	07/01/2024	EFT	Comcast Business 9110	SERVICE - 2024 JUNE	Telephone, Landline	187.49
Check	07/01/2024	ACH	Macquarie Equipment C...	Kyocera Copier Lease 2024 ...	Copier Lease	223.00
Check	07/01/2024	DBT	Amazon.com	SUMMER PROGRAM	Extended Day	158.03
Check	07/02/2024	DBT	MONTESSORI FOUND...	Full school membership - 1 y...	5300-Dues and Mem...	99.00
Check	07/02/2024	9868	California Charter Scho...	ANNUAL MEMBERSHIP	5300-Dues and Mem...	1,767.00
Check	07/02/2024	9869	CatapultK12	2024-25 WEBSITE HOSTIN...	Website, Hosting	1,188.00
Check	07/02/2024	9870	Renaissance	Star reading - math - literacy ...	Contracted Service	3,188.72
Check	07/02/2024	9871	SchoolWise Technologies	INV 00002978	Student Information ...	4,050.00
Check	07/02/2024	EFT	IXL Learning	SERVICE SITE LICENSE - 2...	Contracted Service	1,900.00
Check	07/05/2024	DBT	CharterSAFE	BILLED PREMIUM - LIABILI...	5400-Liability Insuran...	7,960.00
Check	07/05/2024	DBT	CharterSAFE	BILLED PREMIUM - WC 202...	3601-Workers Comp	4,054.00
Check	07/07/2024	7630	Trites Backflow Service	BACKFLOW SERVICE CHE...	Contracted Service	50.00
Check	07/07/2024	DBT	ACE	HAND TRUCK	Maintenance Supplies	86.59
Check	07/08/2024	7631	Lillian Follrath	LIVESCAN	LiveScan and TB Tes...	68.00
Check	07/08/2024	DBT	Costco	SNACKS	Food (Instructional)	355.74
Check	07/08/2024	DBT	FoodMaxx	SUMMER PROGRAM FOOD	Extended Day	51.43
Check	07/09/2024	9872	CUSD	FUA INV24-00154 MAY 24	CUSD FUA Charges	2,094.28
Check	07/12/2024	EFT	Waste Management	SERVICE - 2024	Trash/Recycling	140.44
Check	07/12/2024	EFT	Comcast 4454	SERVICE - 2024 JULY	Internet Service Provi...	471.34
Check	07/12/2024	EFT	California Water Service...	SERVICE 2024 JULY	Water	47.33
Check	07/12/2024	DBT	Amazon.com	SUMMER PROGRAM	Extended Day	54.10
Check	07/15/2024	DBT	Costco	SNACKS	Food (Instructional)	282.07
Check	07/16/2024	ACH	COSTCO VISA CARD	THRU 15TH PURCHASES 2...	SHERWOOD COST...	267.84
Check	07/18/2024	DBT	Wufoo	SERVICE - 2024 JULY	Online List Managem...	19.00
Check	07/23/2024	DBT	Amazon.com	MONTHLY FEE - 2024 JULY	5300-Dues and Mem...	16.23
Check	07/24/2024	DBT	Costco	SNACKS	Food (Instructional)	150.33
Check	07/26/2024	EFT	Comcast Business 9110	SERVICE - 2024 JULY	Telephone, Landline	187.87
Check	07/30/2024	EFT	Securly, Inc.	ANNUAL FEE 24-25	Internet Filtering (CIP...	1,277.10
Check	07/31/2024	DBT	TRILLIUM MONTESSO...	ELEMENTARY BOOTCAMP	5200-Travel and Con...	325.00
Check	07/31/2024	DBT	TRILLIUM MONTESSO...	ELEMENTARY BOOTCAMP	5200-Travel and Con...	350.00
Bill	07/31/2024	2024/2...	Pat Casey	CONTRACT SERVICE 2024 ...	Business Manager S...	5,000.00
TOTAL						57,675.93



MEMORANDUM

To: Board of Directors

From: Michelle Yezbick, School Director

Subject: Election of Officers

Date: August 22, 2024

SUMMARY

The following officers are required to fulfill our charter: Chair, Vice Chair, Treasurer and Secretary.

DISCUSSION

Article 5 of the Bylaws of the Board of Directors describes the action to take when there are vacancies and the duties of the offices:

SECTION 5. VACANCIES

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the Board of Directors. In the event of a vacancy in any office other than that of Chair, such vacancy may be filled temporarily by appointment by the Chair until such time as the Board shall fill the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the board may or may not be filled as the board shall determine. An Interim Chair may be appointed by the outgoing Chair in the case where the position of Vice-Chair is vacant, and/or the current Vice-Chair unable to accept the longer term duties of the Chair and /or there are less than four current Directors to fulfill the requirements of a voting quorum. The Interim Chair shall serve in this capacity until the next annual election of the Board of Directors, typically held in May.

SECTION 6. DUTIES OF CHAIR

The Chair shall be the Chief Executive Officer of the corporation and shall, subject to the control of the Board of Directors, supervise and control the affairs of the corporation and the activities of the officers. He or she shall perform all duties incident to his or her office and such other duties as may be required by law, by the Articles of Incorporation of this corporation, or by these Bylaws, or which may be prescribed from time to time by the Board of Directors. Unless another person is specifically appointed as Chair of

the Board of Directors, he or she shall preside at all meetings of the Board of Directors. Except as otherwise expressly provided by law, by the Articles of Incorporation, or by these Bylaws, he or she shall, in the name of the corporation, execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the Board of Directors.

SECTION 7. DUTIES OF VICE-CHAIR

In the absence of the Chair, or in the event of his or her inability or refusal to act, the Vice-Chair shall perform all the duties of the Chair, and when so acting shall have all the powers of, and be subject to all the restrictions on, the Chair. The Vice-Chair shall have other powers and perform such other duties as may be prescribed by law, by the Articles of Incorporation, or by these Bylaws, or as may be prescribed by the Board of Directors.

SECTION 8. DUTIES OF SECRETARY

The Secretary shall:

1. Certify and keep at the principal office of the corporation the original, or a copy of these Bylaws as amended or otherwise altered to date;
2. Keep at the principal office of the corporation or at such other place as the board may determine, a book of minutes of all meetings of the Board of Directors, and, if applicable, meetings of committees of Directors, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof;
3. See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;
4. Be custodian of the records;
5. Exhibit at all reasonable times to any Director of the corporation, or to his or her agent or attorney, on request therefore, the Bylaws, and the minutes of the proceedings of the Directors of the corporation. In general, perform all duties incident to the office of Secretary, and such other duties as may be required by law, by the Articles of Incorporation of this corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

SECTION 9. DUTIES OF TREASURER

Subject to the provisions of these Bylaws relating to the "Execution of Instruments, Deposits and Funds," the Treasurer shall:

1. Have oversight responsibility for all funds and securities of the corporation, and deposit and/or provide direction to the School Director to deposit all such funds in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors;
2. Provide review, perspective and advice to the Board with regard to the integrity of financial statements, the validity of financial projections and the viability of the financial condition of the corporation;

3. Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports including the Annual Budget, First and Second Interim Budget Reports, and Final Unaudited Actuals;
4. Provide access at all reasonable times to the books of account and financial records to any Director of the corporation, or to his or her agent or attorney, on request therefore;
5. Perform all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation of the corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

ACTION REQUESTED

Elect board officers.



MEMORANDUM

To: Board of Directors

From: Michelle Yezbick, School Director

Subject: Uniform Complaint Procedures Policy

Date: August 22, 2024

SUMMARY

Sherwood needs a Uniform Complaint Procedures Policy because we run state and federal programs that are supported by public funds.

DISCUSSION

Every county office of education, school district, and charter school governing board are required to have established local complaint policies that describe procedures to be followed to resolve complaints.

Federal and state laws and regulations specify which programs and activities lie within the UCP scope. These are described in the attached policy draft.

ACTION REQUESTED

Adopt policy.

Attachment: Uniform Complaint Procedures Policy



UNIFORM COMPLAINT POLICY AND PROCEDURES

Scope

Sherwood Montessori (the “Charter School”) policy is to comply with applicable federal and state laws and regulations. The Charter School is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to this policy, persons responsible for conducting investigations shall be knowledgeable about the laws and programs which they are assigned to investigate. This complaint procedure is adopted to provide a uniform system of complaint processing for the following types of complaints:

- (1) Complaints of unlawful discrimination, harassment, intimidation or bullying against any protected group, including actual or perceived discrimination, on the basis of the actual or perceived characteristics of age, ancestry, color, disability, ethnic group identification, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, sex, or sexual orientation, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity; and
- (2) Complaints of violations of state or federal law and regulations governing the following programs including but not limited to: Adult Education Programs, After School Education and Safety Programs, Agricultural Vocational Education Programs, American Indian Education Centers and Early Child Education Program Assessments, Consolidated Categorical Aid Programs, Career Technical and Technical Education and Career Technical and Technical Training Programs, Child Care and Development Programs, Child Nutrition Programs, Foster and Homeless Youth Services, Migrant Education Programs, No Child Left Behind Act (2001) Programs (Titles I-VII), including improving academic achievement, compensatory education, limited English proficiency, and migrant education, Regional Occupational Centers and Programs, Special Education Programs, State Preschool, and Tobacco-Use Prevention Education.
- (3) A complaint may also be filed alleging that a pupil enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.
 - a. “Educational activity” means an activity offered by a school, school district, charter school or county office of education that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.
 - b. “Pupil fee” means a fee, deposit or other charge imposed on pupils, or a pupil’s parents or guardians, in violation of Section 49011 of the Education Code and Section 5 of Article IX of the California Constitution, which require educational activities to be

provided free of charge to all pupils without regard to their families' ability or willingness to pay fees or request special waivers, as provided for in *Hartzell v. Connell* (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:

- i. A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.
 - ii. A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.
 - iii. A purchase that a pupil is required to make to obtain materials, supplies, equipment or uniforms associated with an educational activity.
- c. A pupil fees complaint may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with laws relating to pupil fees.
- d. If the Charter School finds merit in a pupil fees complaint the Charter School shall provide a remedy to all affected pupils, parents, and guardians that, where applicable, includes reasonable efforts by the Charter School to ensure full reimbursement to all affected pupils, parents, and guardians, subject to procedures established through regulations adopted by the state board.
- e. Nothing in this section shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or school districts, school, and other entities from providing pupils prizes or other recognition for voluntarily participating in fundraising activities.

(4) Complaints of noncompliance with the requirements governing the Local Control Funding Formula or Sections 47606.5 and 47607.3 of the Education Code, as applicable.

(5) Complaints of noncompliance with the requirements of Education Code Section 222 regarding the rights of lactating pupils on a school campus. If the Charter School finds merit in a complaint, or if the Director finds merit in an appeal, the Charter School shall provide a remedy to the affected pupil.

The Charter School acknowledges and respects every individual's rights to privacy. Unlawful discrimination, harassment, intimidation or bullying complaints shall be investigated in a manner that protects [to the greatest extent reasonably possible] the confidentiality of the parties and the integrity of the process. The Charter School cannot guarantee anonymity of the complainant. This includes keeping the identity of the complainant confidential. However, the Charter School will attempt to do so as appropriate. The Charter School may find it necessary to disclose information regarding the

complaint/complainant to the extent necessary to carry out the investigation or proceedings, as determined by the Director or designee on a case-by-case basis.

The Charter School prohibits any form of retaliation against any complainant in the complaint process, including but not limited to a complainant's filing of a complaint or the reporting of instances of unlawful discrimination, harassment, intimidation or bullying. Such participation shall not in any way affect the status, grades or work assignments of the complainant.

Compliance Officers

The Board of Directors designates the following compliance officer(s) to receive and investigate complaints and to ensure the Charter School's compliance with law:

Michelle Yezbick
Director
1010 Cleveland Ave.
Chico, CA 95929
530-345-6600

The Director or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Designated employees may have access to legal counsel as determined by the Director or designee.

Should a complaint be filed against the Director, the compliance officer for that case shall be the Chair of the Charter School Board of Directors.

Notifications

The Director or designee shall annually provide written notification of the Charter School's uniform complaint procedures to employees, students, parents and/or guardians, advisory committees, private school officials and other interested parties (e.g., Adult Education).

The annual notice shall be in English, and when necessary, in the primary language, pursuant to section 48985 of the Education Code if fifteen (15) percent or more of the pupils enrolled in the Charter School speak a single primary language other than English.

The Director or designee shall make available copies of the Charter School's uniform complaint procedures free of charge.

The annual notice shall include the following:

- (a) A statement that the Charter School is primarily responsible for compliance with federal and state laws and regulations.
- (b) A statement that a pupil enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.
- (c) A statement identifying the responsible staff member, position, or unit designated to receive complaints.
- (d) A statement that the complainant has a right to appeal the Charter School's decision to the CDE by filing a written appeal within 15 days of receiving the Charter School's decision.
- (e) A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code § 262.3.
- (f) A statement that copies of the local educational agency complaint procedures shall be available free of charge.

Procedures

The following procedures shall be used to address all complaints which allege that the Charter School has violated federal or state laws or regulations governing educational programs. Compliance officers shall maintain a record of each complaint and subsequent related actions.

All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

● Step 1: Filing of Complaint

Any individual, public agency, or organization may file a written complaint of alleged noncompliance by the Charter School.

A complaint alleging unlawful discrimination, harassment, intimidation or bullying shall be initiated no later than six (6) months from the date when the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or six (6) months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination, harassment, intimidation or bullying. A complaint may be filed by a person who alleges that he/she personally suffered unlawful discrimination, harassment, intimidation or bullying or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination, harassment, intimidation or bullying.

Pupil fee complaints shall be filed not later than one (1) year from the date the alleged violation occurred.

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and date stamp.

If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, the Charter School staff shall assist him/her in the filing of the complaint.

- Step 2: Mediation

Within three (3) days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make arrangements for this process.

Before initiating the mediation of an unlawful discrimination, harassment, intimidation or bullying complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the Charter School's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

- Step 3: Investigation of Complaint

The compliance officer is encouraged to hold an investigative meeting within five (5) days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or his/her representative to repeat the complaint orally.

The complainant and/or his/her representative shall have an opportunity to present the complaint and evidence or information leading to evidence to support the allegations in the complaint.

A complainant's refusal to provide the Charter School's investigator with documents or other evidence related to the allegations in the complaint, or his/her failure or refusal to cooperate in the investigation or his/her engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

The Charter School's refusal to provide the investigator with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a

finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

- Step 4: Response

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written report of the Charter School's investigation and decision, as described in Step #5 below, within sixty (60) days of the Charter School's receipt of the complaint.

- Step 5: Final Written Decision

The Charter School's decision shall be in writing and sent to the complainant. The Charter School's decision shall be written in English and in the language of the complainant whenever feasible or as required by law.

The decision shall include:

1. The findings of fact based on evidence gathered.
2. The conclusion(s) of law.
3. Disposition of the complaint.
4. Rationale for such disposition.
5. Corrective actions, if any are warranted.
6. Notice of the complainant's right to appeal the Charter School's decision within fifteen (15) days to the CDE and procedures to be followed for initiating such an appeal.
7. For unlawful discrimination, harassment, intimidation or bullying complaints arising under state law, notice that the complainant must wait until sixty (60) days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies.
8. For unlawful discrimination, harassment, intimidation or bullying complaints arising under federal law such complaint may be made at any time to the U.S. Department of Education, Office for Civil Rights.

If an employee is disciplined as a result of the complaint, the decision shall simply state that effective action was taken and that the employee was informed of the Charter School's expectations. The report shall not give any further information as to the nature of the disciplinary action.

Appeals to the California Department of Education

If dissatisfied with the Charter School's decision, the complainant may appeal in writing to the CDE within fifteen (15) days of receiving the Charter School's decision. When appealing to the CDE, the complainant must specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the Charter School's decision.

Upon notification by the CDE that the complainant has appealed the Charter School's decision, the Director or designee shall forward the following documents to the CDE:

1. A copy of the original complaint.
2. A copy of the decision.
3. A summary of the nature and extent of the investigation conducted by the Charter School, if not covered by the decision.
4. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by all parties and gathered by the investigator.
5. A report of any action taken to resolve the complaint.
6. A copy of the Charter School's complaint procedures.
7. Other relevant information requested by the CDE.

The CDE may directly intervene in the complaint without waiting for action by the Charter School when one of the conditions listed in Title 5, California Code of Regulations, Section 4650 exists, including cases in which the Charter School has not taken action within sixty (60) days of the date the complaint was filed with the Charter School.

Civil Law Remedies

A complainant may pursue available civil law remedies outside of the Charter School's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination, harassment, intimidation or bullying complaints arising under state law, however, a complainant must wait until sixty (60) days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the Charter School has appropriately, and in a timely manner, apprised the complainant of his/her right to file a complaint in accordance with 5 CCR 4622.



UNIFORM COMPLAINT PROCEDURE FORM

Last Name: _____ First Name/MI: _____

Student Name (if applicable): _____ Grade: _____ Date of Birth: _____

Street Address/Apt. #: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Cell Phone: _____ Work Phone: _____

School/Office of Alleged Violation: _____

For allegation(s) of noncompliance, please check the program or activity referred to in your complaint, if applicable:

- | | | |
|--|--|--|
| <input type="checkbox"/> Adult Education | <input type="checkbox"/> After School Education and Safety | <input type="checkbox"/> Agricultural Vocational Education |
| <input type="checkbox"/> American Indian Education | <input type="checkbox"/> Consolidated Categorical Aid | <input type="checkbox"/> Career/Technical Education |
| <input type="checkbox"/> Child Development Programs | <input type="checkbox"/> Child Nutrition | <input type="checkbox"/> Foster/Homeless Youth |
| <input type="checkbox"/> Migrant Education | <input type="checkbox"/> No Child Left Behind Programs | <input type="checkbox"/> Regional Occupational Programs |
| <input type="checkbox"/> Special Education | <input type="checkbox"/> State Preschool | <input type="checkbox"/> Tobacco-Use Prevention Education |
| <input type="checkbox"/> Pupil Fees | | <input type="checkbox"/> Lactating Pupils |
| <input type="checkbox"/> Local Control Funding Formula | | |

For allegation(s) of unlawful discrimination, harassment, intimidation or bullying, please check the basis of the unlawful discrimination, harassment, intimidation or bullying described in your complaint, if applicable.

- | | | |
|--|--|---|
| <input type="checkbox"/> Age | <input type="checkbox"/> Race or Ethnicity | <input type="checkbox"/> Sex (Actual or Perceived) |
| <input type="checkbox"/> Ancestry | <input type="checkbox"/> Gender/Gender Expression /
Gender Identity | <input type="checkbox"/> Sexual Orientation (Actual or
Perceived) |
| <input type="checkbox"/> Color | <input type="checkbox"/> Genetic Information | Based on association with a person or
group with one or more of these actual
or perceived characteristics |
| <input type="checkbox"/> Disability (Mental or physical) | <input type="checkbox"/> National Origin | |
| <input type="checkbox"/> Ethnic Group Identification | <input type="checkbox"/> Religion | |

1. Please give facts about the complaint. Provide details such as the names of those involved, dates, whether witnesses were present, etc., that may be helpful to the complaint investigator.

Have you discussed your complaint or brought your complaint to any Charter School personnel? If you have, to whom did you take the complaint, and what was the result?

2. Please provide copies of any written documents that may be relevant or supportive of your complaint.

I have attached supporting documents. ☐ Yes ☐ No

Signature: _____ Date: _____

Mail complaint and any relevant documents to:

Michelle Yezbick
Director
1010 Cleveland Ave.
Chico, CA 95928
530-345-6600



MEMORANDUM

To: Board of Directors
From: Michelle Yezbick, School Director
Subject: Security Gates Proposal
Date: August 22, 2024

SUMMARY

All CUSD campuses are going to one secure entrance for security.

DISCUSSION

Chapman Elementary has already made the change to using one entrance in the mornings with staff supervising. After the first week of school, parents will not be allowed on campus in the morning. Parents will be allowed on campus after school.

CUSD would like Sherwood to have one secure entrance as well, currently we do not have a locking gate/camera/buzz-in system. The attached proposal is to use Measure K funds to complete a project that would install security gates at 1010 and the main campus.

ACTION REQUESTED

Approve project proposal.

Attachments: Measure K Committee Proposal

Measure K Charter School Facilities Committee
Project Recommendation Form for Consideration by CUSD Board of Trustees

GENERAL INFORMATION:

Submission Meeting Date	August 26, 2024
Name of School	Sherwood Montessori
Address of School	1010 Cleveland Ave. Chico, CA 95928
Contact Name	Michelle Yezbick
Contact Phone/Email	Michelle Yezbick
Year Established	2010
Next Renewal Date	June 30, 2025
CDS Code	04 61424 0121475
Charter Number	1166
Website	https://sherwoodmontessori.org/

1. Type of Project:

- ☐ Planning
☐ Construction
☐ Health Safety (Including ADA)
☐ Modernization/Repair/Renovation/Improve
☒ Purchase or Lease Project
☐ Other (including FF&E)

2. Project Narrative:

☒ Purchase property to build school facility

3. Charter School Property Project Location: *(If project location is different from address above.)*

D & Bruce Road, Chico

- a. Does your school currently operate on a CUSD School Site: ☒ yes ☐ no
 b. Does your school lease property/buildings from a private owner: ☐ yes ☒ no

4. Current enrollment and ADA: 113/104.483

5. Financial Questions

- a. Was your prior annual audit report free of any negative findings? ☒ yes ☐ no
If no, please explain _____

- b. What were your cash reserves as a percent of expenditures at the end of the prior fiscal year? 34%

6. Project Schedule *Please briefly describe the timeline for the project planning and completion.*

Install security gates with cameras and buzz in system at main and adjacent campuses.

7. Preliminary Estimate (Cost)

Measure K Allocation - all rounds	\$1,402,006
Less Previously Allocated Funds	\$1,019,297
Less Current Project Funds Requested	\$55,328
Remaining Measure K Allocation	\$327,381

School Facilities Projects to be Funded with Proceeds of Bonds

"Bond proceeds will be expended to repair, modernize, replace, renovate, expand, construct, acquire, equip, furnish and otherwise improve the classrooms and school facilities the [charter's] existing schools, new school sites, and other [charter] owned properties to provide equity among campuses, improved facilities, and student access to instructional technology."—Measure K

Documentation *(please indicate those completed)*

All Projects

Project Narrative: general scope of work	<input checked="" type="checkbox"/> <i>Included</i>
Enrollment Capacity: Current Facility and/or Proposed	160 <input type="checkbox"/> <i>Included</i>
Preliminary Estimate (Cost)	<input checked="" type="checkbox"/> <i>Included</i>
Project Schedule	<input type="checkbox"/> <i>Included</i>

Building/Modernization/Renovation Projects

Feasibility Study and Site Review	<input checked="" type="checkbox"/> <i>Included</i>	<input type="checkbox"/> <i>Not Applicable</i>
Enrollment Capacity: Current Facility and/or Proposed	<input checked="" type="checkbox"/> <i>Included</i>	<input type="checkbox"/> <i>Not Applicable</i>
Pre-Schematics <i>(to be completed by a District approved architect and/or engineering team)</i>	<input type="checkbox"/> <i>Included</i>	<input checked="" type="checkbox"/> <i>Not Applicable</i>
Facility Assessment	<input type="checkbox"/> <i>Included</i>	<input checked="" type="checkbox"/> <i>Not Applicable</i>
Schematic Drawing(s) <i>(areas of work)</i>	<input type="checkbox"/> <i>Included</i>	<input checked="" type="checkbox"/> <i>Not Applicable</i>
CEQA Process Determination <i>(pre-CEQA-form)</i>	<input type="checkbox"/> <i>Included</i>	<input checked="" type="checkbox"/> <i>Not Applicable</i>
Design Development Drawings	<input type="checkbox"/> <i>Included</i>	<input checked="" type="checkbox"/> <i>Not Applicable</i>
Design or Bid Estimate	<input checked="" type="checkbox"/> <i>Included</i>	<input type="checkbox"/> <i>Not Applicable</i>
Construction Documents	<input type="checkbox"/> <i>Included</i>	<input checked="" type="checkbox"/> <i>Not Applicable</i>

For Committee Use:

All necessary documents were included:

☒ yes ☐ no

(if no: request for additional documentation)

CORE QUESTIONS:

1. Does the project fall under the bond language? yes
2. Given the life span of a bond, is the project an appropriate use of funds? yes
3. Has the school demonstrated the feasibility of project completion? yes
4. Has the local school board approved the project? yes

MEASURE K—CHARTER FACILITIES COMMITTEE APPROVAL

Date of Committee Approval: _____

Attestation of Committee Secretary: _____

For questions or clarifications relative to the completion of this application, please contact:
at @chicousd.org or (530) 891-3000 x.

Sherwood Montessori Charter School



Sherwood Montessori
1010 Cleveland Ave.
Chico, CA 95928

convergent

Submitted by: Convergent

July 16, 2024

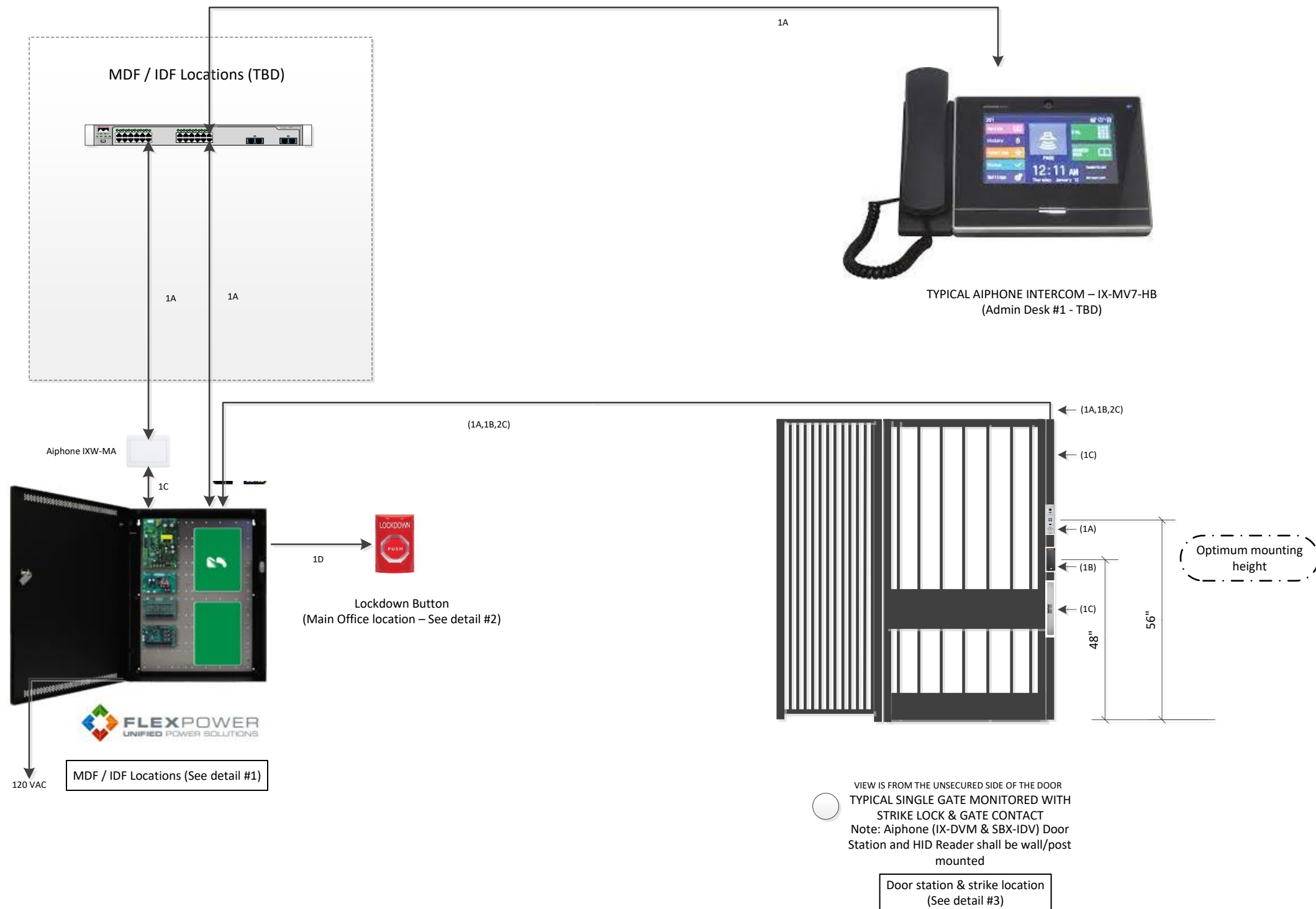
Prepared by: Don Beres

Revision 2

SHERWOOD MONTESSORI
CHARTER SCHOOL

Sheet Number
SE1.01

Sherwood Montessori (Chapman) Logical Network Diagram



NARRATIVE

- Category cable and low voltage cable shall be furnished, installed, and tested by CUSD. CUSD shall install cables from the head equipment location to field device locations coiling cables as close to the demarcation point as possible. Data cable for Aiphone intercom, reader, door contact, and REX cabling is for card access.
- Network switch (PoE) shall be furnished (existing) by CUSD.
- CUSD shall furnish 120 Volt Power for Life Safety Power (Power supply). Per CUSD plugin application is suitable. "NO Power Strips".
- Convergent shall furnish a (1) TRINE EH400 w/box Gate strike for CUSD to install (Gate under construction).
- Convergent shall furnish, and install (1) card readers, (1) Aiphone Video Door Station 1 million), (1) Aiphone Relay Unit, (1) Life Safety Power supply (2) Batteries, (1) RS2 LP-1501 Intelligent Controller, and (1) lockdown pull station. Note: Life Safety Power enclosure shall be furnished to CUSD to install on CUSD furnish and installed backboard.
- Convergent shall furnish and install Aiphone Master Station (2) to be installed in main office space.

CABLE LEGEND

A = 24/8 (CAT 6)
B = 18/6 (i.e. Belden 6304UE)
C = 18/4 (i.e. Belden 6302UE)
D = 22/4 (i.e. Belden 6502UE) "Note: Can substitute with [C] 18/4"



Sherwood Montessori
1010 Cleveland Ave.
Chico, CA 95928

convergent®

Submitted by: Convergent

July 16, 2024

Prepared by: Don Beres

Revision 2

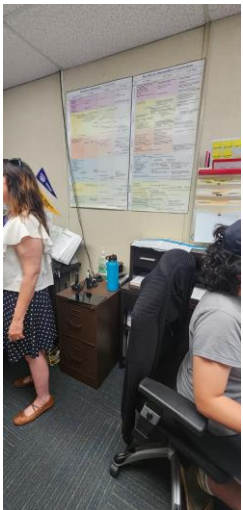
SHERWOOD MONTESSORI
(CHAPMAN CAMPUS)
LOGICAL DIAGRAM

Sheet Number
SE1.02

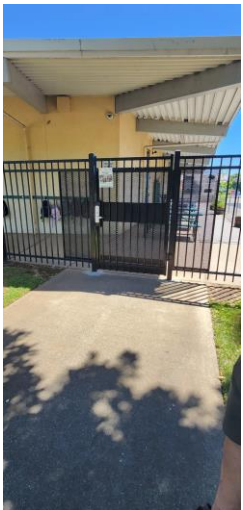
Sherwood Montessori (Chapman) Logical Network Diagram



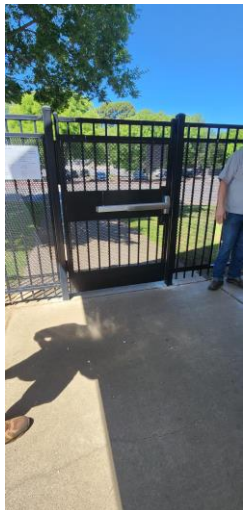
Detail #1



Detail #2



Detail #3



Misc.



Misc.



Sherwood Montessori
1010 Cleveland Ave.
Chico, CA 95928

convergent

Submitted by: Convergent

July 16, 2024

Prepared by: Don Beres

Revision 2

SHERWOOD MONTESSORI
(CHAPMAN CAMPUS)
DETAIL

Sheet Number
SE1.03

Sherwood Montessori Logical Network Diagram



NARRATIVE

- Category cable and low voltage cable shall be furnished, installed, and tested by CUSD. CUSD shall install cables from the head equipment location to field device locations coiling cables as close to the demarcation point as possible. Data cable for Aiphone intercom, reader, door contact, and REX cabling is for card access.
- Network switch (PoE) shall be furnished (existing) by CUSD.
- CUSD shall furnish 120 Power for Life Safety Power (Power supply). Per CUSD plugin application is suitable. "NO Power Strips".
- Convergent shall furnish a (1) TRINE EH400 w/box Gate strike for CUSD to install (Gate under construction).
- Convergent shall furnish, and install (1) card readers, (1) Aiphone Video Door Station 1 mullion), (1) Aiphone Relay Unit, (1) Life Safety Power supply (2) Batteries, (1) RS2 LP-1501 Intelligent Controller. Note: Life Safety Power enclosure shall be furnished to CUSD to install on CUSD furnish and installed backboard.
- Convergent shall furnish and install Aiphone Master Station (2) to be installed in main office space.

CABLE LEGEND

A = 24/8 (CAT 6)
B = 18/6 (i.e. Belden 6304UE)
C = 18/4 (i.e. Belden 6302UE)
D = 22/4 (i.e. Belden 6502UE) "Note: Can substitute with [C] 18/4"



Sherwood Montessori
1010 Cleveland Ave.
Chico, CA 95928

convergent®

July 16, 2024

Revision 2

SHERWOOD MONTESSORI
LOGICAL DIAGRAM

Sheet Number
SE1.04

Submitted by: Convergent

Prepared by: Don Beres

Sherwood Montessori Logical Network Diagram



Detail #1



Detail #2
Future Gate Construction by CUSD



Mailing Address: 2485 Notre Dame Blvd., Ste 370, #31
Chico, CA 95928

PROPOSAL

Chico 530.891.1346
John@northerncafence.com
Office@northerncafence.com
State License # 904110

Building Fence Since 1988

Proposal Submitted To:

Chico Unified School District
John Sclare

Phone: 530.570.6679

Email: jsclare@chicousd.org

Job Location: 1010 Cleveland Ave, Chico, CA 95928

Date: 8/11/2024

Sherwood School, panic bar gate and fence.

**6' high fence between the building and existing fence with a panic bar gate.
Black Iron, top and bottom flush rails.**

Specifications:

- Gate posts 4" square, 11 Ga. set in concrete.
- Fence posts 2" square.
- Fence Panels, 1 1/2" rails with 3/4" pickets.
 - Panels attached to posts with brackets and self tapping screw.
- Panic bar gate with kickplate on 'push' side of gate.
 - Perforated metal on gate and on fence panel next to gate.
- Exit bar, Vonduprin 99 series.
 - Ives style pull handle.
 - Keyed Dogging kit with cylinder.
- Electric strike, external bolt on style
- Mammoth self-closing hinge.

Core drill sidewalk as needed.

School district to connect electric strike to their system.

PLEASE READ ALL CONDITIONS BELOW:

- 1) NORTHERN CALIFORNIA FENCE ASSUMES NO RESPONSIBILITY FOR UNDERGROUND PIPES, WIRES, OR SEWER LINES. REPAIRS ARE TO BE MADE AT OWNERS EXPENSE. UNDERGROUND UTILITY: CALL 811.
- 2) ALL POSTS ARE SET IN CONCRETE UNLESS OTHERWISE STATED ON CONTRACT.
- 3) ONCE POSTS ARE SET THEY BECOME PROPERTY OF THE OWNER.
- 4) PROPERTY LINES ARE THE OWNERS RESPONSIBILITY.
- 5) ANY CHANGES ON SPECIFICATIONS MUST BE MADE IN WRITING AND SIGNED BY N.C.F. AND OWNER.
- 6) PAYMENT IS EXPECTED AT THE TIME OF COMPLETION OF THE WORK PERFORMED.
- 7) OWNER IS RESPONSIBLE FOR ALL PERMITS REQUIRED.
- 8.) THIS PROPOSAL MAY BE WITHDRAWN BY N.C.F. IF NOT ACCEPTED WITHIN 30 CALENDAR DAYS FROM ABOVE DATE.

Price & availability must be confirmed at time of order.

Pricing based on Prevailing Wages: DIR # 1000014058

Black Iron \$14,630.00

Galvanized Chain Link Option: \$12,600.00

Authorized Signature: John Ross

All accounts are due and payable at time of completion of work. Checks, Cash & Credit Card accepted; 3rd party convenience fee for credit card 3.25%. A finance charge of 1.5% per month, or a minimum charge of \$10.00 which is an annual percentage rate of 18%, will be applied to unpaid invoices after 10 days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire and other necessary insurance.

ACCEPTANCE OF PROPOSAL - THE PRICE, SPECIFICATIONS AND CONDITIONS NOTED ON THIS DOCUMENT ARE SATISFACTORY AND ARE HEREBY ACCEPTED.

DATE OF ACCEPTANCE:

SIGNATURE:

Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the registrar of the board.
CONTRACTORS STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CA 95826



103 Hammond Ave., Fremont, California 94539
Phone 5102571817 Mobile 4087108145
don.beres@convergint.com

July 16, 2024

Chico Unified School District
"Chapman" Sherwood Montessori
1010 Cleveland Ave Chico, California 95928
Attention: John Sclare

Quotation: DB24691318P
RFP#:
License/Cert

Reference: "Chapman" Sherwood Montessori Aiphone

On behalf of Convergint's global network of colleagues, I would like to personally thank you for providing Convergint with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today, and in the future.

Convergint's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergint has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergint as your partner.

Scope of Work

- All access control cabling and data cabling shall be furnished and installed by Chico USD and is assumed to be in good working order. The cabling must be tested for continuity and polarity. All cables shall be labeled and coiled above each door and panel location, with adequate length to perform all terminations.
- Intercoms shall be configured to customer specified parameters including, but not limited to, IP Address, Gateway, passwords, etc. Chico USD IT staff shall be limited to assisting with the above responsibilities only.
- The PoE+ switch shall be furnished and installed by the Chico USD and shall be budgeted to supply the required power for the eight (8) Aiphone devices.
- All security field devices shall be finished and installed by Convergent. The security field devices are defined in this application as:
 - “Sherwood Montessori Chapman” one (1) RS2/HID iClass card reader (1 ea. Mullion), one (1) door position switch – gate “Wide Gap”, one (1) in hardware “EN400 with gate box”, one (1) STi lockdown pull station, one (1) Aiphone IX-DVM, two (2) IX-MV7-HW, and (1) IXW-MA hardware.
 - “Sherwood Montessori” one (1) RS2/HID iClass card reader (1 ea. Wall), one (1) door position switch – gate “Wide Gap”, one (1) in hardware “EN400 with gate box”, one (1) STi lockdown pull station, and one (1) IXW-MA hardware.
- Convergent shall provide two (2) electrified Trine EN400 strikes with gate boxes for CUSD staff to install. A Convergent technician shall terminate cabling onto the CUSD installed locking hardware.
- Convergent shall furnish and install two (2) RS2 LP-1502 in the provided LSP power supply as part of the project.
- Furnish and deliver (2) low voltage power supply (including back-up batteries, and tamper switches). Convergent shall remove the internal back plane and provide enclosure (empty) to CUSD to install on owner supplied and installed back board, with 120V power provisions. Note: The LSP panel must NOT be plugged into a multioutlet plug strip. The 120V power source must be from a UPS unit, or a dedicated 120V wall receptacle.
- Provide “NEW” RS2 SL-8 software and additional client software license perform programming, testing, and commissioning, of the RS2 access control



system. Note: Convergent will require a Chico USD designated personnel to assist in the testing of access control systems

- Provide all Aiphone software and perform programming, testing, and commissioning, of the Aiphone intercom system. Note: Convergent will require a Chico USD designated personnel to assist in the testing of the intercom systems.
- All servers and workstations shall be provided by CUSD and meet or exceed RS2 and Aiphone requirements.

Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1	2.00	LP1501	MERCURY LP1501 INTELLIGENT CONTROLLER WITH POE+ (1 DOOR, 2 READERS)	\$ 1,106.66	\$ 2,213.32
2	2.00	CNV-4DRF-MERC-SMART	75W POWER SUPPLY, 6A/12V OR3A/24V 12V SECONDARY VOLTAGEPOWER MODULE.	\$ 1,130.00	\$ 2,260.00
3	2.00	448215	Multiclass Reader, RPK40, HID/AWID/EM4102 Prox, SIO/SEOS + Legacy, Std Ver. 1 Keyset, Wiegand, Pigtail Cable: 18 (0.45m), Idel LED: Red, Response: Green LED, 1 Beep, Black Bezel	\$ 644.77	\$ 1,289.54
4	4.00	UZ-NP712	12V 7AH SLA BATTERY	\$ 27.97	\$ 111.88
5	2.00	CS102276	TRINE ACCE EN400CMRP-32D gate strike with EN400-Gatebox	\$ 543.66	\$ 1,087.32
6	2.00	AIP-IXDVM	IX-DVM MULLION VIDEO DR STN	\$ 1,262.45	\$ 2,524.90
7	1.00	AIP-IXMV7HB	IP Video Master Station, SIP Compatible,	\$ 1,558.33	\$ 1,558.33
8	2.00	AIP-IXWMA	MULTI-PURPOSE ADAPTOR	\$ 714.50	\$ 1,429.00
9	2.00	199-12WG-B	1 REC. SW. SET DPDT 3/4 GAP BRW	\$ 24.28	\$ 48.56
10	1.00	SL8-SOFT	Stand-alone or multi-user access control software. Supports up to eight SCPs with unlimited client license expandability. Includes: (1) S-CLIENT Standard Client License Ships with a Software Certificate and instructions	\$ 1,821.66	\$ 1,821.66
11	1.00	S-CLIENT	Optional single add on client license for Access It! Universal.NET. Requires one of the base Access It! Universal.NET - Standard software configurations	\$ 926.66	\$ 926.66

Equipment Total	\$ 15,271.17
PM Labor	\$ 1,969.20
Specialist Programming	\$ 1,692.30
Installation	\$ 3,723.06
Forman/Installer	
Travel 4hrs. X2	\$ 1,706.64
Per Diem	\$ 651.66
Freight/Warranty	\$ 1,374.42
Tax if applicable	\$ 1,259.87
Total Project Price	\$ 27,648.32

Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Fifty percent (50%) of the proposed sell price shall be payable to Convergent for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal includes sales tax.
10. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
11. Convergent reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.
12. Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Convergent and its suppliers to avoid such delays. Customer agrees to provide Convergent with reasonable extensions of time to the extent of any such delays and Convergent agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergent's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Convergent actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergent's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Convergent agrees that it shall make commercially reasonable efforts to minimize any such increase.

Performance Items

Items Included	
Applicable Taxes	Freight (prepaid)
Installation of Intercom Systems	One-Year Warranty on Labor
One-Year Warranty on Parts	Project Management
System Programming	Termination of Control Equipment Enclosures
Testing of all Proposed Devices	
Items Excluded	
120 VAC Power and Fused Disconnect Switch	120 VAC Power Receptacles
Additional Lighting Requirements for Cameras	Attend General Contractor Project Meetings
Attend Owner Project Meetings	Authority having Jurisdiction permit drawing (requires customer CAD)
Cable	Ceiling Tiles and Ceiling Grid Repairs
Connection to Building Fire Alarm Panel	Correction of Wiring Faults Caused by Others
Door wiring typical connections	Electrical Installation Permit
Electrified Door Locking Hardware	Engineering and Drawings
Equipment rack layout drawing	FA Permit and Plan Review Fees
Fire Stopping (Excludes Existing Penetrations)	Fire Watch
Floor Coverings for Lifts	Floor plan with device placement and numbering (requires customer CAD)
Horizontal Core Drilling	Installation of Bridle Rings
Installation of CCTV Cameras	Installation of Conduit, Boxes and Fittings
Installation of Control Equipment Enclosures	Installation of Control Panels
Installation of Intrusion Panels	Installation of Low Voltage Wire
Installation of Network Cabling to Card Readers	Installation of Network Cabling to IP Cameras
Installation of Network Cabling to IP Intercoms	Installation of Specialty Backboxes
Installation of Terminal Cabinets	Installation of Video Recorders (DVR/NVR)
Installation of Wire and Cable	Installation of Wire Hangars
Lifts	Loading Software on Customer Provided Computer
Low Voltage Permits	Material (listed in the BOM)
Mounting/Termination of Proposed Devices	On-Site Lockable Storage Facility
Operations & Maintenance Manuals	Owner to Provide DHCP Lease Reservations for Network Connected Devices
Owner to Provide Static IP Addresses	Owner Training
Panel Wall Elevation drawing (may require customer CAD)	Panel wiring with point to point connections
Patch and Paint	Payment & Performance Bonds
Record Documentation (As-Built)	Riser drawing with home run wiring
Servers by Convergint	Servers by Others
Specialty Backboxes	Submittal Drawings
System Engineering	System is Design-Build
System Meets Plans/Drawings	Terminal Cabinets
Vertical Core Drilling	Wire
Workstations by Convergint	Workstations by Others



Total Project Investment:

\$ 27,648.32

Thank you for considering Convergint for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Donald Beres

Convergint
Donald Beres

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

John Sclare

July 16, 2024

Customer Name (Printed)

Date

Authorized Signature

Title

Throughout this Proposal, including these Terms and Conditions and any attachments, (together, "Agreement") the term "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the Work is being performed and "Convergent Related Parties" means Convergent and its contractors, subcontractors, third party product manufacturers or providers.

SECTION 1. THE WORK

This Agreement takes precedence over and supersedes any and all prior proposals, correspondence, and oral or written agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Work commences on the start date and will be performed pursuant to the schedule specified in the attached scope of work and, subject to any change orders or addendums, represents the entire agreement between Convergent and Customer.

This Agreement is made without regard to compliance with any special sourcing and/or manufacturing requirements, minority or disadvantaged supplier requirements, or similar government procurement laws. Should such requirements be applicable to this Agreement, Convergent reserves the right to modify and/or withdraw its Agreement.

Customer understands that Convergent is an authorized distributor or reseller and not the manufacturer or developer ("OEM") of software, hardware and equipment (collectively, "Third Party Products") purchased by Customer and certain services are delivered to Customer by such OEM.

No monitoring services, including UL listed monitoring, are included in the Work. Any such services shall be governed and provided by a separate agreement.

Convergent agrees in accordance with the mutually agreed project schedule:

- To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- Secure and pay for permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- To promptly approve submittals provided by Convergent;
- To provide access to all areas of the site which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent;
- To remove site obstacles and job safety hazards;
- To promptly participate and approve acceptance testing, if applicable;
- Upon completion of commissioning or agreed to acceptance criteria, to promptly provide sign-off establishing job closeout; and
- That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

THE WORK AND/OR THIRD PARTY PRODUCTS ARE DESIGNED TO HELP REDUCE, BUT NOT ELIMINATE RISKS OF LOSS RELATING TO CUSTOMER'S PREMISES OR THIRD PARTIES. THE AMOUNTS BEING CHARGED BY CONVERGENT ARE NOT SUFFICIENT TO GUARANTEE THAT LOSS OR DAMAGE WILL DECREASE OR BE ELIMINATED. Customer acknowledges that proper safety and security requires a layered approach of people, processes, safety, and technologies. The Work, including Third Party Products, provided by Convergent is not sufficient to ensure overall safety and security. Customer acknowledges and agrees that it is responsible for its overall safety and security, including testing and maintenance of the Third Party Products (except to the extent contracted to Convergent by written agreement). Customer acknowledges and agrees that it has a duty of care and is solely responsible for its compliance with applicable laws, rules, and regulations, including but not limited to export and re-export restrictions and regulations, privacy and data protection regulations, applicable OEM instructions, terms and conditions, EULAs, and proper product usage.

Risk of loss, including any Third Party Product comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site subject to any end user license agreements. If or Third Party Products are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, risk of loss with respect to such or Third Party Product shall pass to Customer upon delivery to Customer's site.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the Third Party Products listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional Third Party Products, unless negotiated prior to order placement, will be billed accordingly. Sales taxes (or as applicable GST, PST, VAT or similar tax) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent fifty (50%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than one month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been completed within thirty (30) days of the date of invoice. Invoices shall not be subject to a project retention percentage and payment to Convergent shall not be conditioned on payment by an upstream party. If Customer is overdue in any payment, Convergent shall be entitled to suspend the Work without liability until paid, charge Customer an interest rate 1 and 1/2% percent per month (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any

other reasonable expenditure.

SECTION 4. WARRANTY

Warranties for Convergent's services and Third Party Products are described in the Limited Warranty for Products and Services available at <https://www.convergent.com/terms/>, which is in effect as of the effective date of this Agreement and is incorporated by reference as if set forth herein in full.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work with a change order signed by both parties. If Customer orders (i) any changes to the Work (e.g. change in objective, deliverables, tasks or hours), (ii) changes to schedule (extension or acceleration), or (iii) causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be liable for any delay or failure in the performance of their respective obligations pursuant to this Agreement due to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: acts of God, pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority; riot, insurrections, and civil disturbances; war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), rebellion, revolution, terrorist activities; strikes, lockouts or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment or systems; accident, fire, storm, water, flooding, negligence of others, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting, transportation contingencies; laws, statutes, regulations, and other legal requirements, orders or judgments; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences. If performance by either party is delayed due to Force Majeure, the time for performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay and Convergent shall be entitled to an equitable adjustment of the Price.

SECTION 7. INSURANCE

In lieu of any Customer insurance requirements, for Services performed in the United States, Convergent shall maintain the following insurance coverages during the term of this Agreement and upon request, shall provide certificates of insurance to the Customer:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$3,000,000 per occurrence/aggregate

Commercial General Liability policy shall name the Customer as "additional insured" on a primary/noncontributory basis with respect to liability arising out of the Services, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent pursuant to the terms of this Agreement. Convergent shall not provide loss runs or copies of its insurance policies. Convergent shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy. For services performed in Canada, Convergent shall maintain similar insurance coverage dependent upon the local requirements in Canada and upon the insurance available under Convergent's insurance program. All required insurance coverage shall be reasonable in the circumstances and compliant with local regulations.

SECTION 8. INDEMNIFICATION

To the fullest extent allowed by law, Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses, and expenses (excluding loss of use) attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site.

If Convergent is providing products or services for intrusion detection, detection of specific threats to people or property (including weapons, gunshot, or drone detection), mass notification, ballistics or explosives protection, or processing of biometric, health, financial, or government identifier data (collectively, "Special Offerings"), then to the fullest extent allowed by law (i) Convergent's indemnification obligations under the Agreement do not apply whatsoever and Convergent and Convergent Related Parties have no liability to Customer for any losses or damages caused by any Special Offerings; and (ii) Customer shall indemnify, defend, and hold harmless Convergent and Convergent Related Parties, from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) relating to Special Offerings provided by Convergent, except to the extent of Convergent's gross negligence installing such Special Offerings. Any waiver of damages or limitation of liability contained in the Agreement and as modified herein shall not apply to Customer's indemnification, hold harmless and defense obligations herein.

SECTION 9. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED HEREIN, TO THE FULLEST EXTENT ALLOWED BY LAW: (A) IN NO EVENT SHALL EITHER CONVERGENT, CONVERGENT RELATED PARTIES, OR CUSTOMER BE LIABLE UNDER OR IN CONNECTION WITH THIS PROPOSAL FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) THE AGGREGATE LIABILITY OF CONVERGENT AND CONVERGENT RELATED PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT UNDER THIS AGREEMENT. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY.

SECTION 10. COMPLIANCE WITH LAW, SAFETY, & SITE CONDITIONS

Convergent agrees to comply with all laws and regulations applicable to its provision of the Work. Customer will comply with all applicable laws and agreements applicable to its use and operation of the Work. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning Work.

If during the course of its Work, Convergent encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, Convergent shall be entitled to an extension of time and additional costs for the performance of its work.

If Convergent discovers or suspects the presence of hazardous materials or unsafe working conditions at Customer's site where the Work is to be performed, Convergent is entitled to stop the Work at that site if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's site. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's site. To the fullest extent allowed by law, Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials or unsafe working conditions at Customer's site.

SECTION 11. PERSONAL DATA & SECURITY

Convergent's obligations and liabilities regarding Processing of Personal Data and information security shall be limited solely to Processing performed by Convergent's personnel. Processing by OEMs or Third Party Products are governed by any applicable OEM end user licensing agreements or terms and conditions. Customer represents and warrants that it will comply with all applicable Data Protection Laws. Although certain products delivered by Convergent may be capable of processing Biometric Information, Personal Health Information, financial information, or government identifiers ("Sensitive Information"), Customer acknowledges that Convergent is not Processing Sensitive Information (or to the extent it is Processing Sensitive Information, it is doing so strictly in accordance with Customer's instructions) and Customer is solely responsible for compliance of all such Processing with Data Protection Laws. To the fullest extent allowed by law, Customer shall indemnify, defend and hold harmless Convergent from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) asserted by a third party arising out of or relating to failure to comply with applicable Data Protection Laws including but not limited to those related to Sensitive Information. Customer acknowledges it has reviewed Convergent's Privacy Policy available at <https://www.convergent.com/privacy-policy/>, "Personal Data", "Process(ing)", "Biometric Information", and "Personal Health Information" shall be interpreted in accordance with, and shall include analogous terminology as used in, applicable laws and regulations relating to data privacy, information security, data protection, data breaches, cross-border data flows, and/or the rights and obligations of persons or entities regarding personal information ("Data Protection Laws").

To the extent Convergent provides cybersecurity services, such services are provided "as is" without warranties or representations of any kind, whether express or implied. Convergent will follow Customer-specified policies to access (including remotely access) Customer information systems; however, Convergent will not be responsible for technical problems that may occur resulting from Convergent following Customer's instructions or for information security losses or harms to the extent that they are not due to the fault of Convergent. Customer-authorized changes to Customer information systems are at Customer's own risk and Customer acknowledges it is responsible for the overall security of its information systems.

SECTION 12. INTELLECTUAL PROPERTY

Convergent shall retain title and ownership of all intellectual property rights relating to the drawings, technical documentation, or other technical information ("Documentation") delivered under this Agreement. The OEMs shall retain title and ownership of all intellectual property rights relating to the Third Party Products and will grant any license and right to use in connection with the Third Party Product through the OEM's end user license agreement or other terms and conditions. Customer shall not use any Documentation supplied by Convergent for any purposes other than those directly related to this Agreement or for the use and/or maintenance of the Third Party Product.

SECTION 13. PRICE ADJUSTMENT

Convergent may automatically adjust the price, with five (5) days prior written notice, if based on: (a) changes by its vendors to the cost of materials or Third Party Products to be delivered and/or labor costs related to personnel responsible for performing the Work, (b) macroeconomic conditions, such as taxes, tariffs or duties, natural disasters, labor shortages/strikes, etc., (c) market conditions such as price volatility or availability limitations, or (d) other events not within Convergent's control that impact the cost of performing the Work. The adjustment shall be consistent with applicable market indexes, where available, third-party sources or other evidence. Convergent reserves the right to add periodic surcharges, including without limitation, adjustments for the then current price of fuel, such surcharges to be specified and invoiced by Convergent.

SECTION 14. TERMINATION

If a party materially breaches this Agreement, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate this Agreement upon 15 days written notice to the other party. If Convergent notifies Customer of a material breach pursuant to this paragraph, Convergent may temporarily suspend its work without liability until Customer cures the breach.

SECTION 15. GOVERNING LAW AND DISPUTES

The parties agree that this Agreement shall be governed by the laws of the state/province where the Work is located, and venue for disputes shall be located in that state/province.

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, unless the dispute requires injunctive relief, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (if the Services are performed in the United States) or Arbitration Rules of the ADR Institute of Canada, Inc. (if the Services are performed in Canada) currently in effect by a single arbitrator and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction.

SECTION 16. MISCELLANEOUS

The parties have required that this Agreement be written in English and have also agreed that all notices or other documents required by or contemplated in this Agreement be written in English. Les parties ont requis que cette convention soit rédigée en anglais et ont également convenu que tout avis ou autre document exigé aux termes des présentes ou découlant de l'une quelconque de ses dispositions sera préparé en anglais.

Any changes to this Agreement shall be in writing signed by both Customer and Convergent.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

Customer waives all claims against Convergent arising from or related to suspension of work pursuant to this Agreement.

Customer and Convergent are independent contractors, and nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between them. Nothing contained in this Agreement shall be deemed to create a relationship of employee or employer between the parties, and neither party shall be entitled to any benefits that the other party provides for its own employees, including workers compensation and unemployment insurance. Each party shall have exclusive control over its own employees, agents, and subcontractors, its labor and employee relations, and its policies relating to wages, hours, working conditions, or other conditions.

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, Convergent may assign this Agreement without notice or consent (i) to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent; or (ii) in connection with a merger, acquisition, reorganization, sale of all of the equity interests of Convergent, or a sale of all or substantially all of the assets of Convergent to which this Agreement relates.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

In no event will Convergent be obligated to comply with any project labor agreements or other collective bargaining agreements.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer and Convergent. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, indemnity, and disputes shall survive the termination of this Agreement.

By signing this Agreement, Customer acknowledges that it reviewed the Important Product Safety and Service Information at <https://www.convergent.com/terms/>.



Bid Proposal #243053

August 05, 2024

Project: CUSD – Sherwood Montessori (Chapman) Access Control Cabling

TEC-COM is pleased to provide this Bid Proposal for the Chico USD – Sherwood Montessori (Chapman) Access Control Cabling project.

Our proposal is based on Prevailing Wage Pay Rates & information provided from during walk with CUSD (John Sclare) & Converjint Drawings.

SCOPE OF WORK

1. Provide & install new conduit (and associated fittings) to provide a pathway for new access control cabling from accessible ceiling to each new gate location.
 - 2 total locations (Chapman Campus & Blue TK Bldg.)
2. Provide and install Qty. 1 – Cat 6A riser rated cables & associated hardware from existing IDF to each new gate location (2 total location).
 - For AI Phone
3. Provide & install the following cables (ONLY) from existing backboard in existing IDF to Front & Back door location (coil in boxes for installation by others).
 - Qty. 1 – 18/6, Qty. 2 – 18/4
4. Provide & install Qty. 1 – new 22/4 cable from existing IDF to each new location (TBD) for Lockdown Button (2 total locations).
 - Provide surface mounted raceway from accessible ceiling to new location
5. Provide & install cable hangers for newly installed cabling.
6. Label & test newly installed cabling.

EXCLUSIONS:

1. IDF's / Patch Panels / Camera Cabling.
2. POE switches / injectors / Server (OFOI) / VMS Software / Camera Licenses (existing).
3. Feeding cables into gates, etc. (TEC-COM will coil in boxes for installation by others).
4. Access control hardware / programming (done by others).
5. Termination of Access control cables (done by others).

PROJECT PRICING:

TOTAL.....:\$ 9,550.00

All pricing includes tax and freight and is good for 30 days from date of proposal.

Authorized Signature *Ryan Cetko*

Date 08-05-2024

Ryan Cetko – Vice President



MEMORANDUM

To: Board of Directors

From: Michelle Yezbick, School Director

Subject: Update Policy for the Education of Children Who are Homeless

Date: August 22, 2024

SUMMARY

LEAs that receive federal funding are required to have a policy for the Education of Children Who are Homeless, and it must be updated at least every three years.

DISCUSSION

One of the requirements of receiving federal funding is to have a policy addressing the education of children who are homeless (unhoused). This policy should be updated at least every three years. It is not required to make changes, but the policy should be reviewed and revisions considered.

ACTION REQUESTED

Update policy.

Attachment: Policy for the Education of Children Who are Homeless



Education for Children Who are Homeless

The Board of Directors of Sherwood Montessori desires to ensure that homeless students have access to the same free and appropriate public education provided to other students. Sherwood shall provide homeless students with access to education and other services necessary for them to meet the same challenging academic standards as other students.

The Director or designee shall identify and remove any barriers to the identification and enrollment of homeless students and to the retention of homeless students due to absences or outstanding fees or fines

When there are at least 15 homeless students enrolled, Sherwood's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students.

The School Director or designee shall designate an appropriate staff person to serve as a liaison for homeless children and youths. The Homeless Education Liaison shall fulfill the duties specified in 42 USC 11432 to assist in identifying and supporting homeless students to succeed in school.

In order to identify district students who are homeless, the School Director or designee may give a housing questionnaire to all parents/guardians during school registration, make referral forms readily available, include the district liaison's contact information on the district and school web sites, provide materials in a language easily understood by families and students, provide school staff with professional development on the definition and signs of homelessness, and contact appropriate local agencies to coordinate referrals for homeless children and youth and unaccompanied youth.

Information about a homeless student's living situation shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act and shall not be deemed to be directory information as defined in 20 USC 1232g.

The Director or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.

Each homeless student shall be provided services that are comparable to services offered to other students in the school, including, but not limited to, transportation, educational programs for which the student meets the eligibility criteria (such as federal Title I services or similar state or local programs, programs for students with disabilities, and educational programs for English learners), career and technical education programs, programs for gifted and talented students, and school nutrition programs. (42 USC 11432)

Homeless students shall not be segregated into a separate program based on their status as homeless and shall not be stigmatized in any way. However, the Director or designee may separate homeless students on school grounds as necessary for short periods of time for



health and safety emergencies or to provide temporary, special, and supplementary services to meet the unique needs of homeless students.

The Director or designee shall coordinate with other agencies and entities to ensure that homeless children and youth are promptly identified, ensure that homeless students have access to and are in reasonable proximity to available education and related support services, and raise the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness. Toward these ends, the Director or designee shall collaborate with local social services agencies, other agencies or entities providing services to homeless children and youth, and, if applicable, transitional housing facilities. In addition, the Director or designee shall coordinate transportation as provided to other Sherwood students, transfer of school records, and other interdistrict activities with other local educational agencies. As necessary, the Director or designee shall coordinate, within the district and with other involved local educational agencies, services for homeless students and services for students with disabilities.

The Homeless Education Liaisons and other appropriate staff shall participate in required professional development and other technical assistance activities to assist them in identifying and meeting the needs of homeless students and to provide training on the definitions of terms related to homelessness.