

School District: eStem Public Charter School LEA: 6047700



SIGNATURE PAGE
PERSONNEL POLICY AND SALARY SCHEDULE
2018-2019

Persuant to Arkansas Code Annotated §6-17-201, §6-17-2301 and Act 989 of 2011, school district personnel policies and salary schedules shall be posted to the district's website no later than September 15 of each year.

Certified Policy	Classified Policy	Salary Schedules
Student Policies	Mission Statement	OTHER

Are District Policies and Salary Schedules posted on your School Web Page? [] Yes [] No

What is the Web Address to the District's Home Page? WWW.ESTEMSCHOOLS.ORG _____

The eStem Public Charter School District Board, in compliance with these requirements, approved the 2016-2017 Personnel Policy and Salary Schedule on (date).

 \sl Vernard Henley
President of the Board

 \sl John Bacon
Superintendent



eStem Public Charter Schools
Selected Policies, Mission Statement,
And Salary Schedules

Certified Personnel Salary Schedule

The District salary schedule is in Attachment A. State law requires each District to include its teacher salary schedule in its written personnel policies unless the District recognizes a teachers' union in its policies for, among other things, the negotiation of salaries. For the purposes of the salary schedule, a teacher will have worked a -year if he/she works at least 120 days.

Alternative Licensure Program, no prior teaching license

Each employee newly hired by the district to teach under the alternative licensure program (ALP) shall initially be placed on the salary schedule in the category of a bachelor's degree with no experience, unless the ALP employee has previous teaching experience which requires a different placement on the schedule. Upon receiving his/her teaching license, the employee shall be moved to the position on the salary schedule that corresponds to the level of education degree earned by the employee. Employee's degrees which are not relevant to the ALP's position shall not apply when determining his/her placement on the salary schedule. An alternative licensed teacher shall be eligible for step increases with each successive year of employment, just as would a teacher possessing a traditional teaching license.

Licensed employee, seeking additional area or areas of licensure

Licensed employees who are working on an ALP to gain licensure in an additional area are entitled to placement on the salary schedule commensurate with their current license, level of education degree and years of experience. Degrees which are not relevant to the employee's position shall apply when determining his/her placement on the salary schedule.

Legal References: A.C.A. § 6-17-201,202,2403
A.C.A. § 6-20-2305(±)(4)

Certified Personnel Evaluations

Written evaluations of employees may be performed as needed; semi-annually or annually; as determined by the Executive Director of Schools. Evaluations will be conducted by the Executive Director of Schools or his or her designee, with input from an employee's immediate supervisor, if applicable. These evaluations will be maintained in the personnel file for each employee.

The format of the evaluation will be determined by the CEO of eStem Public Charter Schools, Inc. Such evaluations shall be based on a combination of scheduled and informal observations. Additional and more frequent informal observations will be done should it be determined by the administration that the observations would be helpful in addressing performance problems. Evaluations shall include: the date of the evaluation; the time period covered by the evaluation; an assessment of the employee's work performance during that time period. The employee will be notified of any changes in salary, whether up or down, that are warranted based on this evaluation.

Evaluations of certified personnel shall be undertaken at least annually and shall be based on a combination of scheduled and informal observations. Additional and more frequent informal observations will be done should it be determined by the administration that the observations would be helpful in addressing performance problems.

Legal Reference: A.C.A. § 6-17-1504

Certified Personnel Reduction in Force

Section One

The School Board acknowledges its authority to conduct a reduction in force (RIF) when a decrease in enrollment or other reason(s) make such a reduction necessary or desirable. A RIF will be conducted when the need for a reduction in the work force exceeds the normal rate of attrition for that portion of the staff that is in excess of the needs of the district as determined by the Executive Director.

In effecting a reduction in force, the primary goals of the school district shall be: what is in the best interests of the students; to maintain accreditation in compliance with the Standards of Accreditation for Arkansas Public Schools; and the needs of the district. A reduction in force will be implemented when the Executive Director determines it is advisable to do so and shall be effected through non-renewal, termination, or both. Any reduction in force will be conducted by evaluating the needs and long- and short-term goals of the school district, and by examining the staffing of the district in each licensure area and/or, if applicable, specific grade levels.

If a reduction in force becomes necessary in a licensure area and/or specific grade level(s), the teacher's length of service in the district shall be the initial determining factor. The teacher with the most years of employment as a teacher in the district as compared to other teachers in the same content area and/or specific grade level(s) shall prevail. Length of service in a classified position shall not count for the purpose of length of service for a teaching position. Total years of service to the district shall include non-continuous years of service. Working fewer than 120 days in a school year shall not constitute a year.

In the event that two employees subject to a RIF have the same length of service, the employee with the highest number of points as determined by the schedule contained in this policy shall be retained. The teacher with the fewest points will be laid off first. In the event two or more employees have the same number of points, the teacher(s) shall be retained whose name(s) appear first in the board's minutes of the date of hire. There is no right or implied right for any teacher to -bump or displace any other teacher.

Points

- Years of service in the district-1 point per year; All certified position years in the district count including non-continuous years. Service in any position not requiring teacher licensure does not count toward years of service. Working fewer than 120 days in a school year shall not constitute a year.

- Graduate degree in any area of licensure in which the teacher will be ranked (only the highest level of points apply) 1 point-Master's degree; 2 points-Master's degree plus thirty additional hours; 3 points-Educational specialist degree; 4 points-Doctoral degree
- National Board of Professional Teaching Standards certification-3 points
- Additional academic content areas of endorsement as identified by the state board-1 point per area
- Certification for teaching in a state board identified shortage area-2 points
- Multiple areas and/or grade levels of licensure as identified by the state board- 1 point per additional area or grade level as applicable

All points awarded must be verified by documents on file with the District by October 1 of the current school year. Each teacher's points shall be totaled with teachers ranked by the total points from highest to lowest. All teachers shall receive a listing of licensed personnel with corresponding point totals. Upon receipt of the list, each teacher has ten (10) working days within which to appeal his or her assignment of points with the Executive Director whose decision shall be final.

A teacher with full licensure in a position shall prevail over a teacher with greater points but who is lacking full licensure in that subject area. —Full licensure means a permanent, non-contingent license to teach in a subject area or grade level, in contrast with a license that is provisional, temporary, or conditional on the fulfillment of additional course work or passing exams or any other requirement of the Arkansas Department of Education, other than the attainment of professional development training.

Pursuant to any reduction in force brought about by consolidation or annexation and as a part of it, the salaries of all teachers will be brought into compliance, by a partial RIF if necessary, with the receiving district's salary schedule. Further adjustments will be made if lengths of contract or job assignments change. A Partial RIF may also be conducted in conjunction with any job reassignment whether or not it is conducted in relation to an annexation or consolidation.

If a teacher is non-renewed under this policy, he or she shall be offered an opportunity to fill a vacancy for which he or she is qualified for a period of up to two (2) years. The non-renewed teacher shall be recalled for a period of two (2) years in reverse order of the layoff to any position for which he or she is qualified. Notice of vacancies shall be by certified mail and the non-renewed teachers shall have 10 working days from the date that the notification is received in which to accept the offer of a position. A lack of response or a teacher's refusal of a position shall end the district's obligation to replace the laid-off teacher.

The employees of any school district which annexes to, or consolidates with, eStem Public Charter Schools will be subject to dismissal or retention at the discretion of the school board, on the recommendation of the Executive Director, solely on the basis of need for such employees on the part of eStem Public Charter Schools, if any, at the time of the annexation or consolidation, or within ninety (90) days after the effective date of the annexation or consolidation. The need for any employee of the annexed or consolidated school district shall be determined solely by the Executive Director and school board of eStem Public Charter Schools.

Such employees will not be considered as having any seniority within eStem Public Charter Schools and may not claim an entitlement under a reduction in force to any position held by a

eStem Public Charter Schools employee prior to, or at the time of, or prior to the expiration of ninety (90) days after the consolidation or annexation, if the notification provision below is undertaken by the Executive Director.

The Executive Director shall mail or have hand-delivered the notification to such employee of his intention to recommend non-renewal or termination pursuant to a reduction in force within ninety (90) days of the effective date of the annexation or consolidation in order to effect the provisions of this section of eStem Public Charter School's reduction-in-force policy. Any such employees who are non-renewed or terminated pursuant to Section Two are not subject to recall notwithstanding any language in any other section of this policy. Any such employees shall be paid at the rate for each person on the appropriate level on the salary schedule of the annexed or consolidated district during those ninety (90) days and/or through the completion of the reduction-in-force process.

This subsection of the reduction-in-force policy shall not be interpreted to provide that the Executive Director must wait ninety (90) days from the effective date of the annexation or consolidation in order to issue notification of his intention to recommend dismissal through reduction-in-force, but merely that the Executive Director has that period of time in which to issue notification so as to be able to invoke the provisions of this section.

The intention of this section is to ensure that those eStem Public Charter School employees who are employed prior to the annexation or consolidation shall not be displaced by employees of the annexed or consolidated district by application of the reduction-in-force policy.

Legal Reference: A.C.A. § 6-17-2407

Certified Personnel Work Agreement

At the beginning of each school year or upon hire if the school year has already begun, each employee is required to complete any and all financial forms and benefit applications as deemed necessary by eStem Public Charter Schools, Inc. This requirement extends to the signing of the eStem Employee Work Agreement which identifies the position the employee will hold, the term the employee will hold that position, salary and stipends, if any, the employee will be paid. Each eStem Employee Work Agreement expires on the date specified on the agreement; and in no case, will the term of the work agreement exceed the length of the school year for which it applies.

Employment qualifications as stated by an employee or prospective employee on an employment application or related information may be verified. Falsification of such information may jeopardize an employee's standing with eStem Public Charter Schools or a prospective employee's likelihood of being hired.

All employees of eStem Public Charter Schools are subject to all terms and conditions of public school employment as determined by Arkansas law, including the requirement for a criminal background check.

Employment Renewal

Employees that are to be retained for the following school year shall be notified by the Executive Director of Schools and offered a new eStem Employee Work Agreement no later than April 1 of each year. The offer of the new work agreement shall serve as written notification that the employee has been selected for employment renewal.

The employee's signature on the offered work agreement binds the employee to eStem Public Charter School for the ensuing school year for the term stipulated on the work agreement. Release of the employee from a signed work agreement shall be at the discretion of the Executive Director of schools or by mutual agreement of the Executive Director and the employee.

An employee shall have thirty (30) days from the date of the receipt of his work agreement for the following school year in which to return the agreement, signed, to the office of the Executive Director. The date of receipt of the contract shall be presumed to be the date of a cover memo which will be attached to the contract.

Failure of an employee to return the signed work agreement to the office of the Executive Director within thirty (30) days of the receipt of the work agreement shall operate as a resignation by the employee. No further action on the part of the employee, the Executive Director, or the School Board shall be required in order to make the employee's resignation final.

Employment Non-Renewal

Employees that will not be retained for the following schools year shall be notified in writing by the Executive Director no later than April of each year.

Appeal of Non-Renewal Decision

Under the terms of the charter granted by the Arkansas State Board of Education, eStem Public Charter Schools is specifically waived from the provisions of the Arkansas Fair Teacher Dismissal Act and the Arkansas Public School Employee Fair Hearing Act. Instead, the employee who has not been renewed for the following school year shall appeal using the following process:

The employee shall file a written request of appeal, which also shall include the grounds for appeal, with the CEO, eStem Public Charter Schools, Inc., within ten working days of receipt of the notice of non-renewal.

The CEO, eStem Public Charter Schools, Inc., or his or her designee, will be the investigator and final arbiter of the appeal. While no time limit is placed on the decisions of the CEO, eStem Public Charter Schools., he/she will act in good faith to expedite the appeal.

Employees who have begun or who are considering initiating an appeal procedure under the terms of this policy are prohibited from undertaking any action that seeks to circumvent the prescribed process. Specifically, employees are prohibited from conveying or causing the conveyance of

information about their appeal to the CEO or to any member of the eStem Public Charter School Board of Directors prior to completing the process prescribed by this policy.

Likewise, the CEO by definition of his/her role in the process must refrain from any involvement in an employee non-renewal appeal until the process formally reaches them.

An employee shall have thirty (30) days from the date of the receipt of his work agreement for the following school year in which to return the agreement, signed, to the office of the Executive Director. The date of receipt of the contract shall be presumed to be the date of a cover memo which will be attached to the contract.

Failure of an employee to return the signed work agreement to the office of the Executive Director within thirty (30) days of the receipt of the work agreement shall operate as a resignation by the employee. No further action on the part of the employee, the Executive Director, or the School Board shall be required in order to make the employee's resignation final.

Legal Reference: A.C.A. § 6-17-1506(c)(1)

Certified Personnel Professional Development

Professional development must be intensive and sustained. **It** will involve observing good practice, practicing good practice, being coached in good practice, reflecting on good practice and repeating the process. Professional development will be structured so that it does not rely on sitting occasionally at the feet of experts in workshops. **It** will emphasize building skill and knowledge teacher to teacher, being informed from time to time by both the opportunity to observe exemplary practice and to benefit from experts. The goal of the professional development system will be to enable every teacher, administrator, and staff member to develop the knowledge, skills and behaviors required to create learning settings which enable all students to demonstrate high levels of achievement and thinking.

Legal References: Arkansas State Board of Education: Standards of Accreditation 15.04 ADE Rules Regarding Professional Development

- § 6-17-703
- § 6-17-704
- § 6-17-705
- § 6-15-1004(c)
- § 6-15-1703
- § 6-20-2303(14)
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Certified Personnel Leave

Definitions

1. -Employee is a full-time employee of the District.
2. -Leave is absence from work for any reason, including but not limited to illness, whether by the employee or a member of the employee's immediate family, vacation, personal reasons, or due to a death in the family. The School Director shall determine whether leave will be approved on the basis of a death outside the immediate family of the employee.
3. -**Current Leave** means those days of leave for the current contract year, which leave is granted at the rate of one day of leave per contracted month, or major part thereof (generally 12 per year).
4. -**Accumulated Leave** is the total of unused leave, up to a maximum of 120 days accrued from previous contract, but not used.
5. -**Immediate family** means an employee's spouse, child, parent, or any other relative provided the other relative lives in the same household as the teacher.

Leave

At the beginning of each school year, all full-time certified personnel will be granted twelve (12) days of current leave (or the equivalent of one day per month worked). Employees must seek approval for leave from the School Director prior to an absence for any reason. The decision to approve or deny any leave request will rest solely with the School Director.

Sick Leave and Family Medical Leave Act (FMLA) Leave

When an employee takes sick leave, the district shall determine if the leave qualifies for FMLA leave. The district may request additional information from the employee to help make the applicability determination. **If** the leave qualifies under the FMLA, the district will notify the employee, either orally or in writing, of the decision within two workdays. **If** the leave is intermittent as defined in this policy and the circumstances of the leave don't change, the district is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leaves. To the extent the employee has accrued paid leave, any leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave.

Cross Reference: Policy 3.32---CERTIFIED PERSONNEL FAMILY MEDICAL LEAVE

Legal References: A.C.A. § 6-17-1201 et seq.

29 USC §§ 2601 et seq.

29 CFR 825.100 et seq.

Certified Personnel Planning Time

A master schedule shall be created by the building level School Director indicating when each teacher's planning period and scheduled lunch period will be. Planning time is for the purpose of scheduling conferences, instructional planning, and preparation. Each teacher will have the ability

to schedule these activities during his/her designated planning time. Teachers may not leave campus during their planning time without prior permission from their building level supervisor.

The planning time shall be in increments of not less than forty (40) minutes and shall occur during the student instructional day unless a teacher requests, in writing, to have his/her planning time occur outside of the student instructional day. For the purposes of this policy, the student instructional day means the time that students are required to be present at school.

Legal Reference: ACA § 6-17-114 (a)(d)

Certified Personnel Responsibilities in Dealing with Sex Offenders on Campus

Individuals who have been convicted of certain sex crimes must register with law enforcement as sex offenders. Arkansas law places restrictions on sex offenders with a Level 1 sex offender having the least restrictions (lowest likelihood of committing another sex crime), and Level 4 sex offenders having the most restrictions (highest likelihood of committing another sex crime).

While Levels 1 and 2 place no restrictions prohibiting the individual's presence on a school campus, Levels 3 and 4 have specific prohibitions. These are specified in MEGAN'S LAW and it is the responsibility of district staff to know and understand the policy and, to the extent requested aid school administrators in enforcing the restrictions placed on campus access to Level 3 and Level 4 sex offenders.

It is the intention of the board of directors that district staff not stigmatize students whose parents or guardians are sex offenders while taking necessary steps to safeguard the school community and comply with state law. Each school's administration should establish procedures so attention is not drawn to the accommodations necessary for registered sex offender parents or guardians.

Legal References: A.C.A. § 12-12-913 (g) (2) Arkansas Department of Education Guidelines for -Megan's Law
A.C.A. § 5-14-132

Certified Personnel Public Office

An employee of the District who is elected to the Arkansas General Assembly or any elective or appointive public office (not legally constitutionally inconsistent with employment by a public school district) shall not be discharged or demoted as a result of such service.

No paid leave will be granted for the employee's participation in such public office. The employee may receive pay for personal leave or vacation (if applicable), if approved in advance by the Executive Director, during his absence.

Prior to taking leave, and as soon as possible after the need for such leave is discerned by the employee, he must make written request for leave to the Executive Director, setting out, to the degree possible, the dates such leave is needed.

An employee who fraudulently requests sick leave for the purpose of taking leave to serve in public office may be subject to nonrenewal or termination of his employment contract.

Legal Reference: A.C.A. § 6-17-115

Certified Personnel Jury Duty

Employees are not subject to discharge, loss of sick leave, loss of vacation time or any other penalty due to absence from work for jury duty, upon giving reasonable notice to the District through the employee's immediate supervisor.

The employee must present the original (not a copy) summons to jury duty to his supervisor in order to confirm the reason for the requested absence.

Employees shall receive their regular pay from the district while serving jury duty, and shall reimburse the district from the stipend they receive for jury duty, up to, but not to exceed, the cost of the substitute hired to replace the employee in his/her absence.

Legal Reference: A.C.A. § 16-31-106

Certified Personnel Leave- Injury from Assault

Any teacher, who, while in the course of their employment, is injured by an assault or other violent act; while intervening in a student fight; while restraining a student; or while protecting a student from harm, shall be granted a leave of absence for up to one (1) year from the date of the injury, with full pay.

A leave of absence granted under this policy shall not be charged to the teacher's sick leave. In order to obtain leave under this policy, the teacher must present documentation of the injury from a physician, with an estimate for time of recovery sufficient to enable the teacher to return to work, and written statements from witnesses (or other documentation as appropriate to a given incident) to prove that the incident occurred in the course of the teacher's employment.

Legal Reference: A.C.A. § 6-17-1209

Insult or Abuse of Certified Personnel

Employees are protected from abusive language and conduct by state law. An employee may report to the police any language which is calculated to:

1. Cause a breach of the peace;
2. Materially and substantially interfere with the operation of the school; and/or

3. Arouse the person to whom the language is addressed to anger, to the extent likely to cause imminent retaliation.

Legal Reference: A.C.A. § 6-17-106

Certified Personnel Outside Employment

An employee of the District may not be employed in any other capacity during regular working hours.

An employee may not accept employment outside of his district employment which will interfere, or otherwise be incompatible with the District employment, including normal duties outside the regular work day; nor shall an employee accept other employment which is inappropriate for an employee of a public school.

The Executive Director, or his designee(s), shall be responsible for determining whether outside employment is incompatible, conflicting or inappropriate.

Legal References: A.C.A. § 6-24-106, 107, 111

Certified Personnel Employment

All prospective employees must fill out an on-line application form provided on the District website, in addition to any resume provided, all of which information is to be placed in the personnel file of those employed.

If the employee provides false or misleading information, or if he withholds information to the same effect, it may be grounds for dismissal.

eStem Public Charter Schools is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, age, or disability.

Certified Personnel Reimbursement for Purchase of Supplies

Kindergarten through sixth grade teachers shall be allotted the amount required by law per student enrolled in the teacher's class to be used for the purchase of classroom supplies and class activities. The amount shall be credited to an account from which the teacher shall be reimbursed for his/her covered purchases to the extent funds are available in the account. For the purposes of this policy, kindergarten through sixth grade teachers shall be eligible for the allotted supply reimbursement for those students enrolled in the teacher's class for more than 50% of the school day at the end of the first three months of the school year.

Teachers may purchase supplies and supplementary materials from the district at the district's cost to take advantage of the school's bulk buying power. To do so, teachers shall complete and have

approved by the School Director a purchase order for supplies which will then be purchased on the teacher's behalf by the school and subtracted from the teacher's total supply and material allocation. Teachers may also purchase materials and supplies using their own funds and apply for reimbursement by submitting itemized receipts. Supplies and materials purchased with school funds, or for which the teacher is reimbursed with school funds, are school property, and should remain on school property.

Unused allotments shall not be carried over from one fiscal year to the next.

Notes: Each district is required to annually provide a statement to the State Board of Education attesting to compliance with the statute covered by this policy.

Legal Reference: A.C.A. § 6-21-303(b)(1)

Certified Personnel Reimbursement of Travel Expenses

Employees shall be reimbursed for personal and/or travel expenses incurred while performing duties or attending workshops or other employment-related functions, provided that prior written approval for the activity for which the employee seeks reimbursement has been received from the Executive Director, School Director (or other immediate supervision with the authority to make school approvals), or the appropriate designee of the Executive Director and that the teacher's attendance/travel was at the request of the district.

It is the responsibility of the employee to determine the appropriate supervisor from which he must obtain approval.

Reimbursement claims must be made on forms provided by the District and must be supported by appropriate, original receipts. Copies of receipts or other documentation are not acceptable, except in extraordinary circumstances.

Purpose: To clearly define the reimbursement of any additional expenses incurred by an employee of eStem Public Charter Schools while they are attending any function or event sponsored by eStem Public Charter Schools.

Policy: Employees attending any eStem event, training or conference may be reimbursed for certain out-of-pocket expenses. Reimbursements shall be paid based on the following criteria only:

Items Reimbursed:

1. Meals and drinks not exceeding \$30.00 per day.
2. Transportation to and from the airport, hotel and/or conferences when necessary
3. Mileage to and from the airport, if driving yourself
4. Telephone calls to and from eStem

Items not reimbursed:

1. Alcoholic beverages
2. Any expenses incurred by guests dining with the employee are not reimbursed by eStem.
3. Entertainment (movie purchases/rentals, plays, concerts, etc.)
4. Telephone calls to anyone other than eStem

Certified Personnel Tobacco Use

Smoking or the use of tobacco, or products containing tobacco in any form, in or on any property owned or leased by the district, including buses or other school vehicles, is prohibited.

Legal Reference: A.C.A. § 6-21-609

Dress of Certified Employees

Employees shall ensure that their dress and appearance are professional and appropriate to their positions.

Certified Personnel Political Activity

Employees are free to engage in political activity outside of work hours to the extent that it does not affect the performance of their duties or adversely affect important working relationships.

It is specifically forbidden for employees to engage in political activities on the school grounds or during work hours. The following activities are forbidden on school property:

1. Using students for preparation or dissemination of campaign materials;
2. Distributing political materials;
3. Distributing or otherwise seeking signatures on petitions of any kind;
4. Posting political materials; and
5. Discussing political matters with students, in the classroom, in other than circumstances appropriate to the Frameworks and/or the curricular goals and objectives of the class.

Certified Personnel Debts

All employees are expected to meet their financial obligations. If an employee writes -hotll checks or has his income garnished, dismissal may result.

An employee will not be dismissed for having been the subject of one (1) garnishment. However, a second or third garnishment may result in dismissal.

At the discretion of the Executive Director, he or his designee may meet with an employee who has received a second garnishment for the purpose of warning the employee that a third garnishment will result in a recommendation of dismissal to the School Board.

At the discretion of the Executive Director, a second garnishment may be used as a basis for a recommended dismissal. The Executive Director may take into consideration other factors in deciding whether to recommend dismissal based on a second garnishment. Those factors may include, but are not limited to, the amount of the debt, the time between the first and the second garnishment, and other financial problems which come to the attention of the District.

Certified Personnel Sexual Harassment

The eStem Public Charter Schools is committed to having an academic and work environment in which all students and employees are treated with respect and dignity. Student achievement and amicable working relationships are best attained in an atmosphere of equal educational and employment opportunity that is free of discrimination. Sexual harassment is a form of discrimination that undermines the integrity of the educational environment and will not be tolerated.

Believing that prevention is the best policy, the district will periodically inform students and employees about the nature of sexual harassment, the procedures for registering a complaint, and the possible redress that is available. The information will stress that the district does not tolerate sexual harassment and that students and employees can report inappropriate behavior of a sexual nature without fear of adverse consequences.

It shall be a violation of this policy for any student or employee to be subjected to, or to subject another person to, sexual harassment as defined in this policy. Any employee found, after an investigation, to have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination.

Sexual harassment refers to unwelcome sexual advances, requests for sexual favors, or other personally offensive verbal, visual, or physical conduct of a sexual nature made by someone under any of the following conditions:

1. Submission to the conduct is made, either explicitly or implicitly, a term or condition of an individual's education or employment;
2. Submission to, or rejection of, such conduct by an individual is used as the basis for academic or employment decisions affecting that individual; and/or
3. Such conduct has the purpose or effect of substantially interfering with an individual's academic or work performance or creates an intimidating, hostile, or offensive academic or work environment.

The terms -intimidating, -hostile, and -offensive include conduct of a sexual nature which has the effect of humiliation or embarrassment and is sufficiently severe, persistent, or pervasive that it limits the student's or employee's ability to participate in, or benefit from, an educational program or activity or their employment environment.

Within the educational or work environment, sexual harassment is prohibited between any of the following: students; employees and students; non-employees and students; employees; employees and non-employees.

Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behaviors or when a single, serious act is committed. What is, or is not, sexual harassment will depend upon all of the surrounding circumstances. Depending upon such circumstances, examples of sexual harassment include, but are not are not limited to: unwelcome touching; crude jokes or pictures; discussions of sexual experiences; pressure for sexual activity; intimidation by words, actions, insults, or name calling; teasing related to sexual characteristics; and spreading rumors related to a person's alleged sexual activities.

Employees who believe they have been subjected to sexual harassment are encouraged to file a complaint by contacting their immediate supervisor, administrator, or Title IX coordinator who will assist them in the complaint process. Under no circumstances shall an employee be required to first report allegations of sexual harassment to a school contact person if that person is the individual who is accused of the harassment. To the extent possible, complaints will be treated in a confidential manner. Limited disclosure may be necessary in order to complete a thorough investigation.

Employees who file a complaint of sexual harassment will not be subject to retaliation or reprisal in any form.

Employees who knowingly fabricate allegations of sexual harassment shall be subject to disciplinary action up to and including termination.

Individuals, who withhold information, purposely provide inaccurate facts, or otherwise hinder an investigation of sexual harassment shall be subject to disciplinary action up to and including termination.

Legal References: Title IX of the Education Amendments of 1972, 20 USC 1681, et seq. Title VII of the Civil Rights Act of 1964, 42 USC 2000-e, et seq.
A.C.A. § 6-15-1005 (b) (1)

Certified Personnel Supervision of Students

All District personnel are expected to conscientiously execute their responsibilities to promote the health, safety, and welfare of the District's students under their care. The Executive Director shall direct all School Directors to establish regulations ensuring faculty supervision of students throughout the school day and at extracurricular activities.

Certified Personnel Acceptable Use Policy

The eStem Public Charter Schools provides computers and/or computer Internet access for many employees, to assist employees in performing work related tasks. Employees are advised that they

enjoy no expectation of privacy in any aspect of their computer use, including email, and that under Arkansas law both email and computer use records maintained by the district are subject to disclosure under the Freedom of Information Act.

Legal References: 20 USC 6801 et seq. (Children's Internet Protection Act; PL 106-554)

§ 6-21-107

§ 6-21-111

Certified Personnel School Calendar

The Executive Director shall present to the schools a school calendar which the board has adopted as a proposal. The Executive Director, in developing the calendar, shall accept and consider recommendations from any staff member or group wishing to make calendar proposals. The schools shall have the time prescribed by law and/or policy in which to make any suggested changes before the board may vote to adopt the calendar.

Legal Reference: A.C.A. § 6-17-201

Parent-Teacher Communication

The district recognizes the importance of communication between teachers and parents/legal guardians. To help promote positive communication, parent/teacher conferences shall be held once each semester. Parent-teacher conferences are encouraged and may be requested by parents or guardians when they feel they need to discuss their child's progress with his/her teacher. Teachers are required to communicate during the school year with the parent(s) or legal guardian(s) of each of their students to discuss their academic progress. More frequent communication is required with the parent(s) or legal guardian(s) of students who are performing below grade level.

All parent/teacher conferences shall be scheduled at a time and place to best accommodate those participating in the conference. Each teacher shall document the participation or non-participation of parent(s)/legal guardian(s) for each scheduled conference.

If a student is to be retained at any grade level, notice of, and the reasons for retention shall be communicated promptly in a personal conference.

Legal References: State Board of Education Standards of Accreditation 12.04.1, 12.04.2, and 12.04.3

A.C.A. § 6-15-1701(b)(3)(C)

Drug Free Workplace-Certified Personnel

The conduct of district staff plays a vital role in the social and behavioral development of our students. It is equally important that the staff have a safe, healthful, and professional environment in which to work. To help promote both interests, the district shall have a drug free workplace. It is, therefore, the district's policy that district employees are prohibited from the unlawful manufacture,

distribution, dispensation, possession, or use of controlled substances, illegal drugs, inhalants, alcohol, as well as inappropriate or illegal use of prescription drugs. Such actions are prohibited both while at work or in the performance of official duties while off district property; violations of this policy will subject the employee to discipline, up to and including termination.

To help promote a drug free workplace, the district shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the district's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations. (Insert substance abuse resources here.)

Should any employee be found to have been under the influence of, or in illegal possession of, any illegal drug or controlled substance, whether or not engaged in any school or school-related activity, and the behavior of the employee, if under the influence, is such that it is inappropriate for a school employee in the opinion of the Executive Director, the employee may be subject to discipline, up to and including termination. This policy also applies to those employees who are under the influence of alcohol while on campus or at school-sponsored functions, including athletic events.

Possession, use or distribution of drug paraphernalia by any employee, whether or not engaged in school or school-related activities, may subject the employee to discipline, up to and including termination. Possession in one's vehicle or in an area subject to the employee's control will be considered to be possession as though the substance were on the employee's person. It shall not be necessary for an employee to test at a level demonstrating intoxication by any substance in order to be subject to the terms of this policy. Any physical manifestation of being under the influence of a substance may subject an employee to the terms of this policy. Those physical manifestations include, but are not limited to: unsteadiness; slurred speech; dilated or constricted pupils; incoherent and/or irrational speech; or the presence of an odor associated with a prohibited substance on one's breath or clothing.

Should an employee desire to provide the District with the results of a blood, breath or urine analysis, such results will be taken into account by the District only if the sample is provided within a time range that could provide meaningful results and only by a testing agency chosen or approved by the District. The District shall not request that the employee be tested, and the expense for such voluntary testing shall be borne by the employee.

Any employee who is charged with a violation of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances or alcohol, or of drug paraphernalia, must notify his immediate supervisor within five (5) week days (i.e., Monday through Friday, inclusive, excluding holidays) of being so charged. The supervisor who is notified of such a charge shall notify the Executive Director immediately.

If the supervisor is not available to the employee, the employee shall notify the Executive Director within the five (5) day period.

Any employee so charged is subject to discipline, up to and including termination. However, the failure of an employee to notify his supervisor or the Executive Director of having been so charged shall result in that employee being recommended for termination by the Executive Director.

Any employee convicted of any criminal drug statute violation for an offense that occurred while at work or in the performance of official duties while off district property shall report the conviction within 5 calendar days to the Executive Director. Within 10 days of receiving such notification, whether from the employee or any other source, the district shall notify federal granting agencies from which it receives funds of the conviction. Compliance with these requirements and prohibitions is mandatory and is a condition of employment.

Any employee convicted of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances, or of drug paraphernalia, shall be recommended for termination.

Any employee who must take prescription medication at the direction of the employee's physician, and who is impaired by the prescription medication such that he cannot properly perform his duties shall not report for duty. Any employee who reports for duty and is so impaired, as determined by his supervisor, will be sent home. The employee shall be given sick leave, if owed any. The District or employee will provide transportation for the employee, and the employee may not leave campus while operating any vehicle. It is the responsibility of the employee to contact his physician in order to adjust the medication, if possible, so that the employee may return to his job unimpaired. Should the employee attempt to return to work while impaired by prescription medications, for which the employee has a prescription, he will, again, be sent home and given sick leave, if owed any. Should the employee attempt to return to work while impaired by prescription medication a third time the employee may be subject to discipline, up to and including a recommendation of termination.

Any employee who possesses, uses, distributes or is under the influence of a prescription medication obtained by a means other than his own current prescription shall be treated as though he was in possession, possession with intent to deliver, or under the influence, etc. of an illegal substance. An illegal drug or other substance is one which is (a) not legally obtainable; or (b) one which is legally obtainable, but which has been obtained illegally. The District may require an employee to provide proof from his physician and/or pharmacist that the employee is lawfully able to receive such medication. Failure to provide such proof, to the satisfaction of the Executive Director, may result in discipline, up to and including a recommendation of termination.

This policy addresses the requirement for Safe and Drug Free Schools which is required for your district to be eligible to receive any federal grants. It is required that all employees receive a copy of the policy and be advised of the contents and requirements of the policy. In addition to publishing a policy statement, the statutes require employers to establish a drug-free awareness program to educate employees about the dangers of drug abuse as well as about the specifics of their policy. The statute does not specify a particular format for the awareness program, although it does state that the education effort must be ongoing and not just a one-time event.

For assistance in constructing a drug awareness program the Department of Labor has the following web site: <http://www.dol.gov/asp/programs/drugs/workingpartners/materials/materials.asp>.
Legal References: 41 USC§ 702,703, and 706

Drug Free Workplace Policy Acknowledgement Certification

I, hereby certify that I have been presented with a copy of eStem Public Charter School's drug-free workplace policy, that I have read the statement, and that I will abide by its terms as a condition of my employment with District.

Signature _____ **Date** _____

Certified Personnel Family Medical Leave*

Definitions:

Active Duty: is duty under a call or order to active duty under a provision of law referred to in 10 USC§ 101(a)(13)(B).

Contingency Operation: has the same meaning given such term in 10 USC§ 101(a)(13).

Covered Service Member: is a member of the Armed Forces, including a member of the National Guard or Reserves, 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.

Eligible Employee: is an employee who has been employed by the district for at least twelve (12) months and for 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave. Full time, licensed teachers are considered to have met the 1250 hour requirement for eligibility.

Health Care Provider: is a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the state in which the doctor practices. It also includes any other person determined by the U.S. Secretary of Labor to be capable of providing health care services.

Instructional Employee: is a teacher whose School Director function is teach and instruct students in a class, a small group, or an individual setting and includes, athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. The term does not include administrators, counselors, librarians, psychologists, or curriculum specialists who are included under the broader definition of -eligible employee (to the extent the employee has been employed for 12 months).

Next of Kin: used in respect to an individual, means the nearest blood relative of that individual.

Outpatient Status: used in respect to a covered service member, means the status of a member of the Armed Forces assigned to:

- A) a military medical treatment facility as an outpatient; or
- B) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

Parent: is the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or a daughter.

Serious Health Condition: is an injury, illness, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.

Serious Injury or Illness: used in respect to a member of the Armed Forces, including the National Guard or Reserves, it means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces that may render the member unfit to perform the duties of the member's office, grade, rank, or rating.

Year: the twelve (12) month period of eligibility shall begin on the first duty day of the school year.

Policy

The provisions of this policy are intended to be in line with the provisions of the FMLA. If any conflict(s) exist, the Family Medical Leave Act of 1993 shall govern.

Leave Eligibility

The district will grant up to twelve (12) weeks of leave in a year accordance with the Family Medical Leave Act of 1993 (FMLA) to its eligible employees for one or more of the following reasons:

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition; and
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
5. Because of any qualifying exigency (as the U.S. Secretary of Labor shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

The entitlement to leave for reasons 1 and 2 listed above shall expire at the end of the twelve (12) month period beginning on the date of such birth or placement.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of 26 weeks of leave during one 12-month period to care for the service member. During the single 12-month period, the eligible employee is entitled to a combined total of 26 weeks of leave to care for the covered service member and for reasons 1 through 5 listed above. Leave taken, which does not include caring for a covered service member, is limited to 12 weeks in a year.

If husband and wife are both eligible employees employed by the district, the husband and wife are entitled to a total of 26 weeks of leave during one 12-month period to care for their spouse, son, daughter, parent, or next of kin who is a covered service member. During the single 12-month period, the eligible husband and wife are entitled to a combined total of 26 weeks of leave to care for a covered service member and for reasons 1 or 2 listed above or to care for a parent with a

serious health condition. Leave taken, which does not include caring for a covered service member, is limited to a combined total of twelve (12) weeks in a year when taken for reasons 1 or 2 listed above or to care for a parent with a serious health condition.

District Notice to Employees

The district shall post, in conspicuous places in each school within the district, where notices to employees and applicants for employment are customarily posted, a notice explaining the FMLA's provisions and providing information about the procedure for filing complaints with the Department of Labor.

Employee Notice to District

Foreseeable: When the need for leave is foreseeable for reasons 1 through 4 or for the care of a covered service member listed above, the employee shall provide the district with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave for the specified reason, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

When the necessity for leave is for reason 5 listed above is foreseeable, whether because the spouse, son, daughter, or parent of the employee is on active duty, or because of notification of an impending call or order to active duty in support of a contingency operation, the employee shall provide such notice to the district as is reasonable and practicable.

When the need for leave is for reasons 3 or 4 or for the care of a covered service member listed above, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the district subject to the approval of the health care provider of the spouse, son, daughter, or parent of the employee.

Failure by the employee to give thirty (30) days notice may delay the taking of FMLA leave until at least thirty (30) days after the date the employee provides notice to the district.

Unforeseeable:

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the district notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the district within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, telegraph, fax, or other electronic means.

Medical Certification

When the need for leave is for reasons 3 or 4 listed above or for the care of a covered service member, the employee should provide a medical certification from a licensed, practicing health care provider supporting the need for leave at the time the notice for leave is given, but must

provide certification at least fifteen (15) days prior to the date the leave is to begin. The certification shall include the date on which the serious health condition began, the probable duration of the condition, and the appropriate medical facts within the knowledge of the health care provider regarding the condition. Leave taken for reason 3 listed above, must include certification that the eligible employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time the employee is needed to provide the care. For reason 4 listed above, the certification must include a statement that the employee is unable to perform the required functions of his/her position.

If FMLA leave is to be taken on an intermittent or reduced work schedule basis for planned medical treatment, the certification shall include the dates on which such treatment is expected to be given and the duration of such treatment.

Second Opinion: In any case where the district has reason to doubt the validity of the certification provided, the district may require, at its expense, the employee to obtain the opinion of a second health care provider designated or approved by the employer. If the second opinion differs from the first, the district may require, at its expense, the employee to obtain a third opinion from a health care provider agreed upon by both the district and the employee. The opinion of the third health care provider shall be considered final and be binding upon both the district and the employee.

Recertification: The district may request the employee obtain a recertification, at the employee's expense, no more often than every thirty (30) days unless one or more of the following circumstances apply;

- A. The employee requests an extension of leave;
- B. Circumstances described by the previous certification have changed significantly; and/or
- C. The district receives information that casts doubt upon the continuing validity of the certification.

The employee must provide the recertification in no more than fifteen (15) calendar days after the district's request.

No second or third opinion on recertification may be required.

Sick Leave and Family Medical Leave Act (FMLA) Leave

When an employee takes sick leave, the district shall determine if the leave qualifies for FMLA leave. The district may request additional information from the employee to help make the applicability⁴ determination. If the leave qualifies under the FMLA, the district will notify the employee, either orally or in writing, of the decision within two workdays. If the leave is intermittent or on a reduced schedule as defined in this policy and the circumstances of the leave don't change, the district is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave. To the extent the employee has accrued paid leave; any leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave.

Concurrent Leave

The district requires employees to substitute any applicable accrued leave for any part of the twelve (12) week period of FMLA leave. All FMLA leave is unpaid unless substituted by applicable accrued leave.

Workers Compensation: FMLA leave may run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will not be charged for any paid leave accrued by the employee. **If** the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a **-light** duty job, but is unable to return to the employee's same or equivalent job, the employee may decline the district's offer of a **-light** duty job. For the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

Health Insurance Coverage

The district shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the district. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit their portion of the cost of the group health plan coverage to the district's business office on or before it would be made by payroll deduction.

If an employee gives unequivocal notice of intent not to return to work, or if the employment relationship would have terminated if the employee had not taken FMLA leave, the district's obligation to maintain health benefits ceases.

If the employee fails to return from leave after the period of leave to which the employee was entitled has expired, the district may recover the premiums it paid to maintain health care coverage unless:

The employee fails to return to work due to the continuation, reoccurrence, or onset of a serious health condition that entitles the employee to leave under reasons 3 or 4 listed above; and/or other circumstances exist beyond the employee's control.

Circumstances under — a listed above shall be certified by a licensed, practicing health care provider verifying the employee's inability to return to work.

Reporting Requirements During Leave

Employees shall inform the district every two weeks during FMLA leave of their current status and intent to return to work.

Return to Work

Medical Certification: An employee who has taken FMLA leave under reason 4 stated above shall provide the district with certification from a health care provider that the employee is able to resume work.

Return to Previous Position: An employee returning from FMLA leave is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority. The employee may not be restored to a position requiring additional licensure or certification.

Failure to Return to Work: In the event that an employee is unable or fails to return to work, the Executive Director will make a determination at that time regarding the documented need for a severance of the employee's contract due to the inability of the employee to fulfill the responsibilities and requirements of their contract.

Intermittent or Reduced Schedule Leave

Eligible employees may only take intermittent or reduced schedule leave for reasons 1 and 2 listed above if the district agrees to permit such leave upon request of the employee.

Eligible employees may take intermittent or reduced schedule leave due to reasons 3 and 4 listed above or to care for a covered service member if they have

- (A) made a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider of the employee or the health care provider of the son, daughter, spouse, or parent of the employee, as appropriate; and
- (B) provided the employer with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave under such subparagraph, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

Eligible employees requesting intermittent or reduced schedule leave that is foreseeable based on planned medical treatment may be transferred to an alternative position for which the employee is qualified with equivalent pay and benefits that better accommodates the employee's intermittent or reduced schedule leave.

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave that is foreseeable based on planned medical treatment and the employee

would be on leave for greater than 20 percent of the total number of working days in the period during which the leave would extend, the district may require the employee to elect either:

- 1) to take medical leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
- 2) to transfer temporarily to an available alternative position offered by the employer for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the regular employment position of the employee.

Leave taken by eligible instructional employees near the end of the academic term

Leave more than 5 weeks prior to end of term.

If the eligible, instructional employee begins leave, due to reasons 1 through 5 listed above or to care for a covered service member, more than 5 weeks prior to the end of the academic term, the district may require the employee to continue taking leave until the end of such term, if

(A) the leave is of at least 3 weeks duration; and

(B) the return to employment would occur during the 3-week period before the end of such term.

Leave less than 5 weeks prior to end of term

If the eligible, instructional employee begins leave, due to reasons 1 through 3 listed above or to care for a covered service member, during the period that commences 5 weeks prior to the end of the academic term, the district may require the employee to continue taking leave until the end of such term, if

(A) the leave is of greater than 2 weeks duration; and

(B) the return to employment would occur during the 2-week period before the end of such term.

Leave less than 3 weeks prior to end of term

If the eligible, instructional employee begins leave, due to reasons 1 through 3 listed above or to care for a covered service member, during the period that commences 3 weeks prior to the end of the academic term and the duration of the leave is greater than 5 working days, the agency or school may require the employee to continue to take leave until the end of such term.

Notes: This policy is similar to Policy 8.23. If you change this policy, review 8.23 at the same time to ensure applicable consistency between the two.

Legal References: 29 USC §§ 2601 et seq. 29 CFR 825.100 et seq.

*All school districts are covered under the Family Medical Leave Act and are required to keep certain payroll and employee identification records and post pertinent notices regarding FMLA for its employees. Employees, however, are only eligible for FMLA benefits if the district has 50 or more employees within a 75-mile radius of the district's offices. Your district may choose to offer

FMLA benefits to your employees even though they are not technically eligible. If your district has less than 50 employees and chooses not to offer FMLA benefits, the following policy serves to inform your employees of why FMLA benefits do not apply to them and could help to avoid possible confusion resulting from the posting of FMLA notices.

Certified Personnel Family Medical Leave

Employees are eligible for benefits under the Family Medical Leave Act when the district has fifty (50) or more employees. eStem Public Charter Schools has more than fifty (50) employees and therefore employees are eligible for FMLA benefits.

Legal References: 29 USC§ 2601 et seq. 29 CFR 825.100 et seq.

29 CFR 825.114- What is a "serious health condition" entitling an employee to FMLA leave?

- (a) For purposes of FMLA, "serious health condition" entitling an employee to FMLA leave means an illness, injury, impairment, or physical or mental condition that involves:
 - (1) Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (for purposes of this section, defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery there from), or any subsequent treatment in connection with such inpatient care; or
 - (2) Continuing treatment by a health care provider. A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
 - (i) A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery there from) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - (A) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
 - (B) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
 - (ii) Any period of incapacity due to pregnancy, or for prenatal care.
 - (iii) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
 - (A) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

(B) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

(C) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

(iv) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

(v) Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

(b) Treatment for purposes of paragraph (a) of this section includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. Under paragraph (a)(2)(i)(B), a regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.

(c) Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not "serious health conditions" unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met. Mental illness resulting from stress or allergies may be serious health conditions, but only if all the conditions of this section are met.

(d) Substance abuse may be a serious health condition if the conditions of this section are met. However, FMLA leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. On the other hand, absence because of the employee's use of the substance, rather than for treatment, does not qualify for FMLA leave.

- (e) Absences attributable to incapacity under paragraphs (a)(2) (ii) or (iii) qualify for FMLA leave even though the employee or the immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days. For example, an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain level. An employee who is pregnant may be unable to report to work because of severe morning sickness.

Certified Personnel Benefits

eStem Public Charter Schools will select medical insurance coverage for the schools' full-time employees. Benefit health care coverage will include dental, life, short-term and long-term disability insurance. In addition, employees may select other optional health care coverage, such as vision care and cancer insurance, which may be made available.

Employee co-payment for health care coverage will be required and will vary depending upon the level of coverage selected by the employee. Employee contributions for health care coverage will be withheld automatically from employee paychecks in an amount in accordance with a schedule maintained by eStem Public Charter Schools, Ins. and approved by the eStem Public Charter Schools, Inc. Board of Directors.

eStem Public Charter Schools will comply with all provisions in the Arkansas Teacher Retirement System Act.

Legal Reference: A.C.A. § 6-17-201

Certified Personnel Responsibilities Governing Bullying

Teachers and other school employees who have witnessed, or are reliably informed that, a student has been a victim of bullying as defined in this policy, including a single action which if allowed to continue would constitute bullying, shall report the incident(s) to the School Director. The School Director or his/her designee shall be responsible for investigating the incident(s) to determine if disciplinary action is warranted.

The person or persons reporting behavior they consider to be bullying shall not be subject to retaliation or reprisal in any form.

District staff members are required to help enforce implementation of the district's anti-bullying policy. The district's definition of bullying is included below. Students who bully another person are to be held accountable for their actions whether they occur on school equipment or property; off school property at a school-sponsored or school-approved function, activity, or event; or going to or from school or a school activity. Students are encouraged to report behavior they consider to be

bullying; including a single action which if allowed to continue would constitute bullying, to their teacher or the building School Director. The report may be made anonymously.

Definitions:

Bullying means the intentional harassment, intimidation, humiliation, ridicule, defamation, or threat or incitement of violence by a student against another student or public school employee by a written, verbal, electronic, or physical act that causes or creates a clear and present danger of:

- Physical harm to a public school employee or student or damage to the public school employee's or student's property;
- Substantial interference with a student's education or with a public school employee's role in education;
- A hostile educational environment for one (1) or more students or public school employees due to the severity, persistence, or pervasiveness of the act; or
- Substantial disruption of the orderly operation of the school or educational environment;

Electronic act means without limitation a communication or image transmitted by means of an electronic device, including without limitation a telephone, wireless phone or other wireless communications device, computer, or pager that results in the substantial disruption of the orderly operation of the school or educational environment.

Electronic acts of bullying are prohibited whether or not the electronic act originated on school property or with school equipment, if the electronic act is directed specifically at students or school personnel and maliciously intended for the purpose of disrupting school, and has a high likelihood of succeeding in that purpose;

Harassment means a pattern of unwelcome verbal or physical conduct relating to another person's constitutionally or statutorily protected status that causes, or reasonably should be expected to cause, substantial interference with the other's performance in the school environment; and

Substantial disruption means without limitation that any one or more of the following occur as a result of the bullying:

- Necessary cessation of instruction or educational activities;
- Inability of students or educational staff to focus on learning or function as an educational unit because of a hostile environment;
- Severe or repetitive disciplinary measures are needed in the classroom or during educational activities; or
- Exhibition of other behaviors by students or educational staff that substantially interfere with the learning environment.

Examples of "Bullying" may include but are not limited to a pattern of behavior involving one or more of the following:

1. Sarcastic "compliments" about another student's personal appearance,
2. Pointed questions intended to embarrass or humiliate,
3. Mocking, taunting or belittling,

4. Non-verbal threats and/or intimidation such as -fronting or -chesting a person,
5. Demeaning humor relating to a student's race, gender, ethnicity or personal characteristics,
6. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
7. Blocking access to school property or facilities,
8. Deliberate physical contact or injury to person or property,
9. Stealing or hiding books or belongings, and/or
10. Threats of harm to student(s), possessions, or others.

Notes: A school employee who has reported violations under the school district's policy shall be immune from any tort liability which may arise from the failure to remedy the reported incident.

Legal Reference: A.C.A. § 6-18-514

Certified Personnel Records and Reports

The Executive Director or his/her designee shall determine, by individual or by position, those records a teacher is responsible to keep and those reports he/she is required to maintain. It is a requirement of employment that all required records and reports be completed, submitted, or otherwise tendered, and be accepted by the School Director or Executive Director as complete and satisfactory, before the last month's pay will be released to the certified employee.

Legal Reference: A.C.A. § 6-17-104

Certified Personnel Duty to Report Child Abuse, Maltreatment or Neglect

It is the statutory duty of certified school district employees who have reasonable cause to suspect child abuse or maltreatment to directly and personally report these suspicions to the Arkansas Child Abuse Hotline, by calling 1-800-482-5964. Failure to report suspected child abuse, maltreatment or neglect by calling the Hotline can lead to criminal prosecution and individual civil liability of the person who has this duty. Notification of local or state law enforcement does not satisfy the duty to report; only notification by means of the Child Abuse Hotline discharges this duty.

The duty to report suspected child abuse or maltreatment is a direct and personal duty, and cannot be assigned or delegated to another person. There is no duty to investigate, confirm or substantiate statements a student may have made which form the basis of the reasonable cause to believe that the student may have been abused or subjected to maltreatment by another person; however, a person with a duty to report may find it helpful to make a limited inquiry to assist in the formation of a belief that child abuse, maltreatment or neglect has occurred, or to rule out such a belief. Employees and volunteers who call the Child Abuse Hotline in good faith are immune from civil liability and criminal prosecution.

By law, no school district or school district employee may prohibit or restrict an employee or volunteer from directly reporting suspected child abuse or maltreatment, or require that any person notify or seek permission from any person before making a report to the Child Abuse Hotline.

The District will provide Professional Development Training to all personnel regarding this policy. The school guidance counselor will serve as a reference for teachers and other staff members who have identified issues related to child abuse, maltreatment, or neglect.

Legal References: A.C.A. § 12-12-504,507,517

Certified Personnel Video Surveillance

The board has a responsibility to maintain discipline, protect the safety, security, and welfare of its students, staff, and visitors while at the same time safeguarding district facilities, vehicles, and equipment. As part of fulfilling this responsibility, the board authorizes the use of video/audio surveillance cameras. The placement of video/audio surveillance cameras shall be based on the presumption and belief that students, staff and visitors have no reasonable expectation of privacy anywhere on or near school property, facilities, vehicles, or equipment, with the exception of places such as rest rooms or dressing areas where an expectation of privacy is reasonable and customary.

Signs shall be posted on district property and in or on district vehicles to notify students, staff, and visitors that video cameras may be in use. Violations of school personnel policies or laws caught by the cameras may result in disciplinary action.

The district shall retain copies of video recordings until they are erased which may be accomplished by either deletion or copying over with a new recording.

Videos containing evidence of a violation of district personnel policies and/or state or federal law shall be retained until the issue of the misconduct is no longer subject to review or appeal as determined by board policy or staff handbook; any release or viewing of such records shall be in accordance with current law.

Staff who vandalize, damage, defeat, disable, or render inoperable (temporarily or permanently) surveillance cameras and equipment shall be subject to appropriate disciplinary action and referral to appropriate law enforcement authorities.

eSTEM Public Charter School
 Certified Salary Schedules, Stipends & Benefits
 LEA--- 6047700
 Adopted---06-13-2013
 2018-2019

Teachers	Step	Range 1	Range 2
		BA	MA
	1	35,136	40,106
	2	35,648	40,674
	3	36,160	41,242
	4	36,672	41,810
	5	37,184	42,378
	6	37,696	42,946
	7	38,208	43,514
	8	38,720	44,082
	9	39,232	44,650
	10	39,744	45,218
	11	40,256	45,786
	12	40,768	46,354
	13	41,280	46,922
	14	41,792	47,490
	15	42,304	48,058
	16	42,816	48,626
	17	43,328	49,194
	18	43,840	49,762
	19	44,352	50,330
	20	44,864	50,898

Stipends--Teachers

Extra Duty	5,000
Extra Duty	5,250
Extra Duty	6,000
Extra Duty	7,750
National Board	3,250

District Paid Fringe Benefits

Benefit	Monthly Contribution	Annual Contribution
Health Insurance	263.00	3,156.00
Dental Insurance	20.20	233.04
Life Insurance	5.00	60.00
Short Term Disability	8.00	96.00
Long Term Disability	10.00	120.00

eSTEM Public Charter School
Other Salary Schedules, Stipends & Benefits
LEA--- 6047700
Adopted---06-13-2013
2018-2019

Certified	Classified
40,106	20,000
42,053	20,450
45,000	21,000
46,582	22,250
47,786	22,700
47,820	24,000
48,786	25,450
49,718	28,000
50,000	28,450
50,568	29,800
51,136	30,000
52,000	30,450
53,058	31,900
53,068	32,600
53,946	33,450
55,000	34,000
55,558	34,150
56,000	35,000
57,000	35,724
58,000	36,000
58,568	38,000
60,466	38,500
60,568	39,000
61,386	39,575
61,586	40,450
65,000	40,540
65,568	42,500
65,586	42,650
66,616	42,950
67,068	43,000
71,468	43,400
72,886	44,000
75,000	44,024
75,850	45,020
80,000	45,820
82,700	46,000
87,550	47,632
90,000	50,380
116,800	52,000
131,800	52,550
	55,500
	58,000
	59,714
	64,550
	65,760
	69,250
	71,000

74,174	74,174
78,000	78,000
80,000	80,000
87,850	87,850
105,850	105,850

District Paid Benefits

Benefit	Monthly Contribution	Monthly Contribution	Annual Contribution	Annual Contribution
Health Insurance	263.00	263.00	3,156.00	3,156.00
Dental Insurance	19.42	20.20	233.04	233.04
Life Insurance	5.00	5.00	60.00	60.00
Short Term Disability	8.00	8.00	96.00	96.00
Long Term Disability	10.00	10.00	120.00	120.00

**e-STEM PUBLIC CHARTER SCHOOL
K-9 206 DAY EMPLOYEE CALENDAR
2018-2019**

MONTH	M T W TH F					M T W TH F					M T W TH F					M T W TH F					ATT DAY	SB,FB	TWD	PD	TOT											
	#	PD	PD	PD	PD	#	PD	PD	PD	PD	#	PD	PD	PD	PD	#	PD	PD	PD	PD																
JULY	Summer Break					Summer School																				6		3	8	17						
AUGUST			\$	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	\$HD	22	1		22						
SEPTEMBER	HD	3	4	5	6	7	10	11	12	13	14	\$	17	18	19	20	21	24	25	26	27	[46] PTC	28					18	1	1	19					
OCTOBER	\$FB	1	2	3	4	5	8	9	10	11	12	\$	15	16	17	18	19	22	23	24	25	26	29	30	31					18	5		18			
NOVEMBER				\$	2	3	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	\$	17	5		17					
DECEMBER	3	4	5	6	7	10	11	12	13	14	\$	17	18	19	20	21	[50]	WB	WB	WB	WB	WB	24	25	26	27	28	31		15	6		15			
JANUARY		WB	WB	WB	WB	TWD	7	8	9	10	11	14	\$	15	16	17	18	HD	21	22	23	24	25	28	29	30	31	17	5	1	18					
FEBRUARY				\$	1	2	4	5	6	7	8	11	12	13	14	[PTC]	15	18	19	20	21	22	25	26	27	28	18	1	1	19						
MARCH				\$	1	2	4	5	6	7	8	11	12	13	14	[46]	SB	SB	SB	SB	SB	18	19	20	21	22	25	26	27	28	29	16	5		16	
APRIL	\$	1	2	3	4	5	8	9	10	11	12	\$	15	16	17	18	TWD	19	22	23	24	25	26	29	30				21		1	22				
MAY				\$	1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	!!!!	[46]				22	1		22
JUNE	TWD	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	Summer Break					0		1	1						
TOTALS																			190	30	8	8	206													

Legend	#	1st Day Employees	HD	Holiday
	[]	End of Quarter	!!!!	Last Day Students
	WB	Winter Break		
	SB	Spring Break		
	FB	Fall Break		

STUDENT S DO NOT ATTEND ON THE SHADED DAYS

1st Quarter = 46 student days
 2nd Quarter = 50 student days
 3rd Quarter = 46 student days
 4th Quarter = 48 student days
 TOTAL = 190 STUDENT DAYS

**e-STEM PUBLIC CHARTER SCHOOL
HS 206 DAY EMPLOYEE CALENDAR
2018-2019**

MONTH	M T W TH F					M T W TH F					M T W TH F					M T W TH F					ATT DAY	SB,FB	Sum	TWD	PD	TOT											
	#	PD	PD	PD	PD	#	PD	PD	PD	PD	#	PD	PD	PD	PD	#	PD	PD	PD	PD																	
JULY	Summer Break					Summer School																				6				11	17						
AUGUST						TWD	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	\$HD	18	1	1.5	1	1.5	22				
SEPTEMBER	HD	3	4	5	6	7	10	11	12	13	14	\$	17	18	19	20	21	24	25	26	27	PTC	28					18	1		1	19					
OCTOBER	\$FB	1	2	3	4	5	8	9	10	11	12	[41]	\$	15	16	17	18	19	22	23	24	25	26	29	30	31					18	5			18		
NOVEMBER				\$	2	3	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	\$	17	5		17						
DECEMBER	3	4	5	6	7	10	11	12	13	14	\$	17	18	19	20	21	[45]	WB	WB	WB	WB	WB	24	25	26	27	28	31		15	6		15				
JANUARY		WB	WB	WB	WB	TWD	7	8	9	10	11	14	\$	15	16	17	18	HD	21	22	23	24	25	28	29	30	31	17	5		1	18					
FEBRUARY				\$	1	2	4	5	6	7	8	11	12	13	14	[PTC]	15	18	19	20	21	22	25	26	27	28	18	1		1	19						
MARCH				\$	1	2	4	5	6	7	8	11	12	13	14	[46]	SB	SB	SB	SB	SB	18	19	20	21	22	25	26	27	28	29	16	5			16	
APRIL	\$	1	2	3	4	5	8	9	10	11	12	\$	15	16	17	18	TWD	19	22	23	24	25	26	29	30				21			1	22				
MAY				\$	1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	!!!!	[46]				22	1			22
JUNE	TWD	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	Summer Break					0		1	1							
TOTALS																			180	30	7.5	6	12.5	206													

Legend	#	1st Day Employee	HD	Holiday
	[]	End of Quarter	!!!!	Last Day Students
	WB	Winter Break		
	SB	Spring Break		
	FB	Fall Break		

STUDENT S DO NOT ATTEND ON THE SHADED DAYS

1st Quarter = 41 student days
 2nd Quarter = 45 student days
 3rd Quarter = 46 student days
 4th Quarter = 48 student days
 TOTAL = 180 STUDENT DAYS