

School District: eStem Public Charter School

LEA: 6047700

## SIGNATURE PAGE

### PERSONNEL POLICY AND SALARY SCHEDULE 2023-2024

Persuant to Arkansas Code Annotated §6-17-201 et seq. and §6-17-2301 et seq., school district personnel policies and salary schedules shall be posted to the district's website no later than August 1 of each year.

<b>Certified Policy</b>	<b>Classified Policy</b>	<b>Salary Schedules</b>
<b>Student Policies</b>	<b>Mission Statement</b>	<b>OTHER</b>

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](http://WWW.ESTEMSCHOOLS.ORG)

The eStem Public Charter School District Board, in compliance with these requirements, approved the 2023-2024 Personnel Policy and Salary Schedule on May 18, 2023.

\s\ Vernard Henley

President of the Board

\s\ Dr. Cherie Labat

Superintendent

**Personnel Policies  
(Updated 11/3/2023)**



**OUR MISSION**

*Our mission is to develop students who are critical thinkers, problem solvers and collaborative members of a learning community and society. We will encourage students to be risk takers and enthusiastic life-long learners who are versed in engineering, science, technology, economics, math and literacy.*

**OUR VISION**

*We recognize that all learners require high-quality, individualized, differentiated instruction. We will provide all our students with a rigorous, data-driven experience that holds all learners to high expectations. We will also create a learning environment where all students feel safe to take risks, collaborate, and problem solve.*

## **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 not 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(f)(4)

## **Certified Personnel Evaluations**

Each teacher employed by the school shall be evaluated in writing under the Teacher Excellence and Support System (TESS). Teachers will participate in TESS, including classroom observations and pre-observation and post-observation conferences and will collaborate in good faith with the evaluator to develop the teacher's professional growth plan. If a teacher and evaluator cannot agree on the professional growth plan, the evaluator's decision shall be final.

At a time other than an evaluation conducted under the Teacher Excellence and Support System, if the Executive Director of Operations (or other school administrator charged with the supervision of a teacher) believes, or has reason to believe, that the teacher is having difficulties or problems meeting the expectations of the school or its administration and the administrator believes or has reason to believe that the problems could lead to termination or nonrenewal of work agreement, the CEO or other school administrator shall bring in writing the problems or difficulties to the attention of the teacher involved and document the efforts that have been undertaken to assist the teacher to correct whatever appears to be the cause for potential termination.

Annually in a summative evaluation year or an interim appraisal year, the school shall assign each teacher employed by the school an annual overall rating that is based on the teacher's

professional practice. Annually during a school year, the school shall conduct a summative evaluation for every teacher employed in the public school who is a novice teacher, probationary teacher, or teacher who successfully completed intensive support status within the current or immediately preceding school year. For all other teachers, the school shall conduct a summative evaluation at least once every four years, or more often if needed.

A teacher shall submit artifacts agreed upon by the teacher and evaluator, or by the evaluator if the teacher and evaluator cannot agree, as evidence of professional practice in determining the performance rating for a summative evaluation. The artifacts considered by the teacher and evaluator in a summative evaluation for the performance rating shall consist of evidence related to each teacher evaluation domain.

In a school year in which a summative evaluation is not required under this policy, the teacher shall focus on elements of the teacher's professional growth plan as approved by the evaluator that are designed to help the teacher improve his or her teaching practices and with the evaluator's approval may collaborate with a team of teachers on a shared plan that benefits the whole school, a content area, or a grade level, or conduct self-directed research related to the teacher's professional growth plan.

The school may use interim appraisals to support teachers on an ongoing basis throughout the school year, provide a teacher with immediate feedback about the teacher's teaching practices, engage the teacher in a collaborative, supportive learning process, help the teacher use formative assessments to inform the teacher of student progress and adapt teaching practices based on the formative assessments; and provide a performance rating that is included in the annual overall rating.

A teacher being evaluated and the evaluator, working together, shall develop a professional growth plan for the teacher that identifies professional learning outcomes to advance the teacher's professional skill and clearly links professional development activities and the teacher's individual professional learning needs identified through the Teacher Excellence and Support System. The professional growth plan for a teacher shall require that at least one-half of the professional development hours required by law or rule for teacher licensure are directly related to one (1) or more of:

- The teacher's content area;
- Instructional strategies applicable to the teacher's content area; or
- The teacher's identified needs.

If a teacher and evaluator cannot agree on a professional growth plan, the evaluator's decision shall be final. For a teacher in intensive support status, the evaluator or an administrator designated by the evaluator shall have final approval of the teacher's professional growth plan. Until the teacher is removed from intensive support status, all professional development identified in the professional growth plan, except professional development that is required by law or by the public school where the teacher is employed, shall be directly related to the individual teacher's needs.

### **Intensive Support Status**

An evaluator shall place a teacher in intensive support status if the teacher has a rating of "Unsatisfactory" in any one entire teacher evaluation domain of the evaluation framework. An

evaluator may place a teacher in intensive support status if the teacher has a rating of “Unsatisfactory” or “Basic” in a majority of components in a teacher evaluation domain.

If a teacher is placed in intensive support status, the evaluator shall establish the time period for the intensive support status and provide a written notice to the teacher that the teacher is placed in intensive support status. The notice shall state that if the teacher’s work agreement is renewed while the teacher is in intensive support status, the fulfillment of the work agreement term is subject to the teacher’s accomplishment of the goals established and completion of the tasks assigned in the intensive support status. The timeline set by the evaluator for intensive support shall afford the teacher enough time to accomplish the goals and completed the assigned tasks.

Intensive support status shall not last for more than two consecutive semesters unless the teacher has substantially progressed and the evaluator elects to extend the intensive support status for up to two additional consecutive semesters. The evaluator shall work with the teacher to develop a clear set of goals and tasks that correlate to the professional growth plan and evidence-based research concerning the evaluation domain that forms the basis for the intensive support status; and to ensure the teacher is offered the support that the evaluator deems necessary for the teacher to accomplish the goals developed and complete the tasks assigned while the teacher is in intensive support status.

If the intensive support status is related to student performance, the teacher shall use formative assessments to gauge student progress throughout the period of intensive support status. The teacher shall be offered the support necessary to use formative assessments under these rules during the intensive support status.

At the end of the specified period of time for intensive support status, the evaluator shall evaluate whether the teacher has met the goals developed and completed the tasks assigned for the intensive support status and will provide written notice to the teacher that the teacher either is removed from intensive support status or has failed to meet the goals and complete the tasks of the intensive support status.

If a teacher does not accomplish the goals and complete the tasks established for the intensive support status during the period of intensive support status, the evaluator shall notify the Chief Executive Officer (CEO) and provide the CEO with documentation of the intensive support status. Upon review and approval of the documentation, the CEO shall recommend termination or nonrenewal of the teacher’s work agreement.

## **Certified & Classified 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 School. This requirement extends to the signing of the eStem Employee Work Agreement which identifies the term of employment and the 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 School or a prospective employee's likelihood of being hired.

All employees of eStem Public Charter School 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 Operations and offered a new eStem Employee Work Agreement no later than May 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 Operations of schools or by mutual agreement of the Executive Director of Operations 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 of Operations. The date of receipt of the work agreement shall be presumed as the date noted by the authorized signer.

Failure of an employee to return the signed work agreement to the office of the Executive Director of Operations 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 of Operations, 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 school year shall be notified in writing by the Executive Director of Operations no later than May 1 of each year.

### **Certified & Classified 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 Governing Professional Development

- § 6-15-404(f)(2)
- § 6-17-703
- § 6-17-704
- § 6-17-705
- § 6-15-1004(c)
- § 6-15-1703
- § 6-20-2303(14)

## **Certified and Classified Personnel Leave**

### **Definitions**

1. “Employee” is a full or part-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 school year, which leave is granted at the rate of one day of leave per 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 school years, 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 employee.

### **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 and Medical Leave Act (FMLA) Leave**

When an employee takes sick leave, the district shall determine if the leave qualifies for the Family and Medical Leave Act (FMLA). 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 four work days. If the leave is intermittent as defined in this policy and the circumstances of the leave do not change, the district is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA. 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. Employee leave banks must be depleted during FMLA.

Cross Reference: FAMILY AND MEDICAL LEAVE ACT

Legal Reference:

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 & Classified 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 & Classified 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 of Operations, 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 of Operations, 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 work agreement.

Legal Reference: A.C.A. § 6-17-115

### **Certified & Classified 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 & Classified 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 & Classified 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 & Classified 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 their 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 of Operations, 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 & Classified 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 may 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 School is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, age, or disability.

### **Certified & Classified Personnel Reimbursement for Purchase of Supplies**

It is the intent of the district to refrain from employee reimbursement unless absolutely necessary. Employees may only be reimbursed for expenses that have followed district purchasing policy and have received administrator approval prior to the purchase.

### **\$500 Allotment for Elementary Teachers**

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 loaded to a declining balance purchasing card which the teacher can use to execute these purchases.

It is the teacher's responsibility to document these purchases in accordance with the card agreement they sign each year. Failure to provide appropriate, acceptable documentation will result in a payroll deduction for each undocumented purchase. Amounts that are payroll deducted will not be added back to the purchasing card to be spent again.

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

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.

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

### **Certified & Classified 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 School Employees**

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

### **Personnel Code of Ethics**

Public school employees are, and always have been, held to a high standard of behavior. All school employees contribute to the development and maintenance of a supportive student-centered learning community that values and promotes human dignity, fairness, care, the greater good and individual rights. These values are the ethical premises for the standards of professional behavior and ethical decision-making established in the *Code of Ethics for Arkansas Educators*. By establishing minimum standards of ethical conduct, the Code of Ethics promotes the health, safety, and general welfare of students and educators, both in and outside of the classroom. The School Board of Directors encourages all staff to read and become familiar with the Code of Ethics.

Legal Reference: *The Code of Ethics for Arkansas Educators*

## **Certified & Classified 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.

## **Employee Debts**

All employees are expected to meet their financial obligations. An employee will not be subject to dismissal under this policy whose earnings have been subjected to any type of garnishment for any one (1) debt. At the discretion of the Executive Director of Operations, a second garnishment for a second debt may be used as a basis for a recommendation of dismissal upon the School becoming legally obligated to make deductions from the employee's earnings to satisfy a garnishment order.

The Executive Director of Operations may take into consideration other factors in deciding whether to recommend dismissal based upon a second garnishment for a second debt. Those factors may include, but are not limited to, the amount of the debt, and the time between the first garnishment for any one (1) debt and the second garnishment for a second debt. Continued failure of an employee to meet his or her financial obligations may be used as a basis for removal of cash handling privileges and/or a recommendation for dismissal.

## **Employee Sexual Harassment**

The eStem Public Charter School is committed to providing an academic and work environment that treats all students and employees 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 and work environment and will not be tolerated.

The District believes the best policy to create an educational and work environment free from sexual harassment is prevention; therefore, the District shall provide informational materials and training to students, parents/legal guardians/other responsible adults, and employees on sexual harassment. The informational materials and training on sexual harassment shall be age appropriate and, when necessary, provided in a language other than English or in an accessible format. The informational materials and training shall include, but are not limited to:

- the nature of sexual harassment;
- The District's written procedures governing the formal complaint grievance process;<sup>1</sup>
- The process for submitting a formal complaint of sexual harassment;

- That the district does not tolerate sexual harassment;
- That students and employees can report inappropriate behavior of a sexual nature without fear of adverse consequences;
- The supports that are available to individuals suffering sexual harassment; and
- The potential discipline for perpetrating sexual harassment.

### **Definitions**

“Complainant” means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

“Education program or activity” includes locations, events, or circumstances where the District exercised substantial control over both the respondent and the context in which the sexual harassment occurs.

“Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting an investigation of the allegation of sexual harassment.

“Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

“Sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:

1. A District employee:
  - a. Conditions the provision of an aid, benefit, or service of the District on an individual’s participation in unwelcome sexual conduct;<sup>2</sup> or
  - b. Uses the rejection of unwelcome sexual conduct as the basis for academic decisions affecting that individual;<sup>2</sup>
2. The conduct is:
  - a. Unwelcome; and
  - b. Determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District’s education program or activity; or
  - c. Constitutes:
    - d. Sexual assault;
    - e. Dating violence
    - f. Domestic violence; or
    - g. Stalking.

“Supportive measures” means individualized services that are offered to the complainant or the respondent designed to restore or preserve equal access to the District’s education program or activity without unreasonably burdening the other party. The supportive measures must be non-disciplinary and non-punitive in nature; offered before or after the filing of a formal complaint or where no formal complaint has been filed; and offered to either party as appropriate, as reasonably available, and without fee or charge. Examples of supportive measures include, but are not limited to: measures designed to protect the safety of all parties or the District’s educational environment, or deter sexual harassment; counseling; extensions of deadlines or other course-related adjustments; modifications of work or class schedules; campus escort services; mutual restrictions on contact between the parties; changes in work or class locations; leaves of absence; and increased security and monitoring of certain areas of the campus.

Within the educational environment, sexual harassment is prohibited between any of the following: students; employees and students; non-employees and students; employees; and 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 and may occur regardless of the sex(es) of the individuals involved. Depending upon such circumstances, examples of sexual harassment include, but are not limited to:

- Making sexual propositions or pressuring for sexual activities;
- Unwelcome touching;
- Writing graffiti of a sexual nature;
- Displaying or distributing sexually explicit drawings, pictures, or written materials;
- Performing sexual gestures or touching oneself sexually in front of others;
- Telling sexual or crude jokes;
- Spreading rumors related to a person's alleged sexual activities;
- Discussions of sexual experiences;
- Rating other students as to sexual activity or performance;
- Circulating or showing e-mails or Web sites of a sexual nature;
- Intimidation by words, actions, insults, or name calling; and
- Teasing or name-calling related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether or not the student self-identifies as homosexual or transgender.

Employees who believe they have been subjected to sexual harassment are encouraged to submit a report to their immediate supervisor, an administrator, or the Title IX coordinator. 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 sexual harassment. If the District staff member who received a report of alleged sexual harassment is not the Title IX Coordinator, then the District staff person shall inform the Title IX Coordinator of the alleged sexual harassment. As soon as reasonably possible after receiving a report of alleged sexual harassment from another District staff member or after receiving a report directly through any means, the Title IX Coordinator shall contact the complainant to:

- Discuss the availability of supportive measures;
- Consider the complainant's wishes with respect to supportive measures;
- Inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and
- explain to the complainant the process for filing a formal complaint.

### **Supportive Measures**

The District shall offer supportive measures to both the complainant and respondent that are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party before or after the filing of a formal complaint or where no formal complaint has been filed. The District shall provide the individualized supportive measures to the complainant unless declined in writing by the complainant and shall provide individualized supportive measures that are non-disciplinary and non-punitive to the respondent. A complainant who initially declined the District's offer of supportive measures may request supportive measures at a later time and the District shall provide individualized supportive measures based on the circumstances when the subsequent request is received.

### **Formal Complaint**

A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by email. Upon receipt of a formal complaint, a District shall simultaneously provide the following written notice to the parties who are known:

- Notice of the District's grievance process and a copy of the procedures governing the grievance process;
- Notice of the allegations of sexual harassment including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include:
  - The identities of the parties involved in the incident, if known;
  - The conduct allegedly constituting sexual harassment; and
  - The date and location of the alleged incident, if known;
- A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
- That the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
- That the parties may inspect and review evidence relevant to the complaint of sexual harassment; and
- That the District's personnel policies and code of conduct prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, in the course of an investigation, the District decides to investigate allegations about the complainant or respondent that are not included in the previous notice, the District shall simultaneously provide notice of the additional allegations to the parties whose identities are known.

The District may consolidate formal complaints of allegations of sexual harassment where the allegations of sexual harassment arise out of the same facts or circumstances and the formal complaints are against more than one respondent; or by more than one complainant against one or more respondents; or by one party against the other party. When the District has consolidated formal complaints so that the grievance process involves more than one complainant or more than one respondent, references to the singular "party", "complainant", or "respondent" include the plural, as applicable.

When investigating a formal complaint and throughout the grievance process, a District shall:

- Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the District and not on the parties;
- Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege or access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party unless the District obtains the parent, legal guardian, or other responsible adult of that party's voluntary, written consent or that party's voluntary, written consent if the party is over the age of eighteen (18) to do so for the grievance process;
- Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;

- Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding;
- Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation; this includes evidence:
  - Whether obtained from a party or other source;
  - The District does not intend to rely upon in reaching a determination regarding responsibility; and
  - That is either Inculpatory or exculpatory; and
- Create an investigative report that fairly summarizes relevant evidence.

At least ten (10)<sup>3</sup> days prior to completion of the investigative report, the District shall send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The parties shall have at least ten (10)<sup>3</sup> days to submit a written response to the evidence. The investigator will consider the written responses prior to completion of the investigative report. All evidence subject to inspection and review shall be available for the parties' inspection and review at any meeting to give each party equal opportunity to refer to such evidence during the meeting.

After the investigative report is sent to the parties, the decision-maker shall:

- Provide each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness;
- Provide each party with the answers;
- Allow for additional, limited follow-up questions from each party; and
- Provide an explanation to the party proposing the questions any decision to exclude a question as not relevant. Specifically, questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

Following the completion of the investigation period, the decision-maker, who cannot be the same person as the Title IX Coordinator or the investigator, shall issue a written determination regarding responsibility. The written determination shall include—

1. Identification of the allegations potentially constituting sexual harassment;
2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including:
  - a. Any notifications to the parties;
  - b. Interviews with parties and witnesses;
  - c. site visits;
  - d. Methods used to gather other evidence; and



- e. Hearings held;
3. Findings of fact supporting the determination;
4. Conclusions regarding the application of the District's personnel policies or code of conduct to the facts;
5. A statement of, and rationale for, the result as to each allegation, including:
  - a. A determination regarding responsibility;
  - b. Any disciplinary sanctions imposed on the respondent; and
  - c. Whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District to the complainant; and
6. The procedures and permissible bases for the complainant and respondent to appeal.

The written determination shall be provided to the parties simultaneously. The determination regarding responsibility shall become final on the earlier of:

- If an appeal is not filed, the day after the period for an appeal to be filed expires; or
- If an appeal is filed, the date the written determination of the result of the appeal is provided to the parties.

The District shall investigate the allegations in a formal complaint. If the conduct alleged in the formal complaint would not constitute sexual harassment as defined in this policy even if proved; did not occur in the District's education program or activity; or did not occur against a person in the United States, then the District shall dismiss the complaint as not meeting the definition of sexual harassment under this policy. A dismissal for these reasons does not preclude action under another provision of the District's personnel policies or code of conduct.

The District may dismiss the formal complaint or any allegations therein, if at any time during the grievance process:

- The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
- The respondent is no longer enrolled at the District; or
- Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon the dismissal of a formal complaint for any reason, the District shall promptly send written notice of the dismissal and reason(s) for the dismissal simultaneously to the parties.

The District may hire an individual or individuals to conduct the investigation or to act as the determination-maker when necessary.

### **Appeals**

Either party may appeal a determination regarding responsibility or from a dismissal of a formal complaint or any allegations therein, on the following bases:

- a. The existence of a procedural irregularity that affected the outcome of the matter;
- b. Discovery of new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter;
- c. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter; or
- d. An appeal of the disciplinary sanctions from the initial determination.<sup>4</sup>

For all appeals, the District shall:

1. Notify the other party in writing when an appeal is filed;
2. Simultaneously Provide all parties a written copy of the District's procedures governing the appeal process;
3. Implement appeal procedures equally for both parties;
4. Ensure that the decision-maker<sup>5</sup> for the appeal is not the same person as the decision-maker that reached the original determination regarding responsibility or dismissal, the investigator, or the Title IX Coordinator;
5. Provide all parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
6. Issue a written decision describing the result of the appeal and the rationale for the result; and
7. Provide the written decision simultaneously to both parties.

### **Confidentiality**

Reports of sexual harassment, both informal reports and formal complaints, will be treated in a confidential manner to the extent possible. Limited disclosure may be provided to:

- individuals who are responsible for handling the District's investigation and determination of responsibility to the extent necessary to complete the District's grievance process;
- Submit a report to the child maltreatment hotline;
- Submit a report to the Professional Licensure Standards Board for reports alleging sexual harassment by an employee towards a student; or
- The extent necessary to provide either party due process during the grievance process.<sup>5</sup>

Except as listed above, the District shall keep confidential the identity of:

- Any individual who has made a report or complaint of sex discrimination;
- Any individual who has made a report or filed a formal complaint of sexual harassment;
- Any complainant;
- Any individual who has been reported to be the perpetrator of sex discrimination;
- Any respondent; and
- Any witness.

Any supportive measures provided to the complainant or respondent shall be kept confidential to the extent that maintaining such confidentiality does not impair the ability of the District to provide the supportive measures.

### **Administrative Leave<sup>6</sup>**

The District may place a non-student employee respondent on administrative leave during the pendency of the District's grievance process.

### **Retaliation Prohibited**

Employees who submit a report or file a formal complaint of sexual harassment; testified; assisted; or participate or refused to participate in any manner in an investigation, proceeding, or hearing on sexual harassment shall not be subjected to retaliation or reprisal in any form, including threats; intimidation; coercion; discrimination; or charges for personnel policy violations that do not involve sex discrimination or sexual harassment, arise out of the same facts or circumstances as a report or formal complaint of sex discrimination, and are made for the purpose of interfering with any right or privilege under this policy. The District shall take steps to prevent retaliation and shall take immediate action if any form of retaliation occurs regardless of whether the retaliatory acts are by District officials, students, or third parties.

### **Disciplinary Sanctions**

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. Following the completion of the District's grievance process, any employee who is found by the evidence to more likely than not<sup>7</sup> have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination. No disciplinary sanction or other action that is not a supportive measure may be taken against a respondent until the conclusion of the grievance process.

Employees who knowingly fabricate allegations of sexual harassment or purposely provide inaccurate facts shall be subject to disciplinary action up to and including termination. A determination that the allegations do not rise to the level of sexual harassment alone is not sufficient to conclude that any party made a false allegation or materially false statement in bad faith.

### **Records**

The District shall maintain the following records for a minimum of seven (7) years:

- Each sexual harassment investigation including:
- Any determination regarding responsibility;
- any disciplinary sanctions imposed on the respondent;
- Any remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity;
- Any appeal and the result therefrom;
- All materials used to train Title IX Coordinators, investigators, and decision-makers;
- Any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment, which must include:
  - The basis for the District's conclusion that its response was not deliberately indifferent; and
  - Document:
    - If supportive measures were provided to the complainant, the supportive measures taken designed to restore or preserve equal access to the District's education program or activity; or
    - If no supportive measures were provided to a complainant, document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

Notes: <sup>1</sup> 34 C.F.R. § 106.44 **requires** that a district have procedures governing the grievance process and the appeals process to accompany this policy. The procedures are required to cover all of the following:

- Direct that complainants and respondents shall be treated equitably by:
  - Offering supportive measures to the complainant;
  - Completing the District's grievance process before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent.
  - Providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent that are designed to restore or preserve equal access to the District's education program or activity, which may include the same individualized supportive measures;
  - Require an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence;

- Provide that credibility determinations may not be based on a person's status as a complainant, respondent, or witness;
- Require that any individual designated by the District as a Title IX Coordinator, investigator, or decision-maker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent;
- Indicate that individuals selected by the District as Title IX Coordinators, investigators, and decision-makers have received training on:
  - The definition of sexual harassment;
  - The scope of the District's education program or activity;
  - How to conduct an investigation and the grievance process, including appeals;
  - How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias; and
  - Issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant; and
  - Issues of relevance to create an investigative report that fairly summarizes relevant evidence;
- Provide the District webpage where the materials used to train the District's Title IX Coordinators, investigators, and decision-makers is located;
- Include a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process;
- Include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals;<sup>3</sup>
- A process that allows for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action, which may include:
  - The absence of a party, a party's advisor, or a witness;
  - Concurrent law enforcement activity; or
  - The need for language assistance or accommodation of disabilities;
- Describe the range of possible disciplinary sanctions and remedies or list the possible disciplinary sanctions and remedies that the District may implement following any determination of responsibility;
- State whether the standard of evidence to be used to determine responsibility is the preponderance of the evidence standard or the clear and convincing evidence standard;<sup>7</sup>
- Include the procedures and permissible bases for the complainant and respondent to appeal;
- Describe the range of supportive measures available to complainants and respondents; and
- Indicate that the District shall not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege or use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party unless the District obtains the parent, legal guardian, or other responsible adult of that party's voluntary, written consent or that party's voluntary, written consent if the party is over the age of eighteen (18) to do so for the grievance process.

<sup>2</sup> While we have left the language from the definition for sexual harassment from 34 C.F.R. § 106.30 requiring that the sexual conduct with an employee must be “unwelcome” in this policy, we have removed the word “unwelcome” from the student policy as A.C.A. § 12-18-103 prohibits sexual conduct between district employees and students regardless of whether the student considers the sexual conduct to be welcome or unwelcome.

<sup>3</sup> The minimum number of days you are required to provide for the parties to review the evidence is ten (10) days. Make sure that the number of days you include here matches with the time frame included in your procedures governing the grievance process.

<sup>4</sup> As A.C.A. § 6-18-502(c)(1)(B) provides that the superintendent has the authority to “modify the prescribed penalties for a student on a case-by-case basis”, we have left this appeal option in this policy in recognition that an employee may be sexually harassed by a student. 34 C.F.R. § 106.45 requires that either party must have an equal opportunity to appeal for the stated reasons; therefore both the complainant and respondent have the right to appeal the initial determination-maker’s disciplinary sanctions.

<sup>5</sup> While the Family Educational Rights and Privacy Act (FERPA) ordinarily requires that documents containing information about more than one student be redacted so that a student may only view the portion of the educational record that is relevant to that particular student, 34 C.F.R. § 106.6 provides that FERPA does not apply to the extent necessary to provide due process to both parties involved in the grievance process; this includes allowing either party to review the names of the other party as well as any witnesses who have provided evidence relevant to the investigation.

<sup>6</sup> The language here does not change an individual’s rights under the IDEA, Section 504, or the ADA.

<sup>7</sup> We have opted to use the preponderance of the evidence standard for determination of responsibility. If you choose to use the clear and convincing evidentiary standard instead, change the language here to indicate so and make sure that your procedures indicate so as well. 34 C.F.R. § 106.45 requires that you use the same evidentiary standard for both students and employees.

Cross References:      3.19—LICENSED PERSONNEL EMPLOYMENT  
                                 4.27—STUDENT SEXUAL HARASSMENT  
                                 5.20—DISTRICT WEBSITE  
                                 7.15—RECORD RETENTION AND DESTRUCTION  
                                 8.20—CLASSIFIED PERSONNEL SEXUAL HARASSMENT

Legal References:      20 USC 1681 et seq.  
                                 34 C.F.R. Part 106  
                                 A.C.A. § 6-15-1005  
                                 A.C.A. § 6-18-502  
                                 A.C.A. § 12-18-102

Date Adopted: August 20, 2020  
Last Revised: August 20, 2020

## **Certified & Classified 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 of Operations shall direct all School Directors to establish regulations ensuring faculty supervision of students throughout the school day and at extracurricular activities.

## **Employee Acceptable Use of Technology and Technology Resources**

eStem Public Charter School ('district') provides certain technology resources to assist employees in performing work tasks and are to be used solely for educational and instructional purposes. Employees have no reasonable expectation of privacy in or on school owned devices.

Employees using district technology are subject to the following terms and conditions:

- Employees agree that they will abide by state and federal laws regarding internet activity.
- Employees agree that internet and technology use will be restricted to educational and instructional purposes only.
- Employees agree that no personal use of district-owned devices or internet will be permitted, unless otherwise stated in writing by the Superintendent.

District technology resources shall not be used to:

- Express a political opinion to an elected official unless the opinion is:
  - Within the scope of the employee's regular job duties; or
  - Requested by an elected official or public entity.
- Engage in lobbying an elected official on a personal opinion if the employee is not a registered lobbyist for the public entity;
- Engage in illegal activities or activities otherwise prohibited by federal law or state law;  
or
- Intentionally override or avoid the security and system integrity procedures of the district.

Violation of the district's internet and technology use policy include, but are not limited to:

1. Using the internet for personal purposes not related to instruction.
2. Accessing inappropriate or pornographic images.
3. Using the login or password information of any other person without prior approval.
4. Employing any program or device to thwart detection or security.

5. Using district internet or devices to access information that may be used to create, obtain, or inform about the creation of prohibited materials or devices, including information on the creation of illegal substances, weapons, or explosives.
6. Seeking or gaining unauthorized access to programs or files.
7. Conveying messages or information otherwise prohibited by this policy manual or the law, including messages that are threatening, lewd, inappropriate, or otherwise in violation of law or policy.
8. Violations of district network security, including the distribution of confidential information, logins, or passwords; hacking and other intrusions; and the intentional introduction of viruses or malware.
9. Using the district's resources for personal profit or gain.
10. Unauthorized uses of the district's logo, name, or other district-owned information.
11. Violations of student and personnel privacy, including violations of FERPA.
12. Violations of copyright law.
13. Refusal to comply with additional district technology directives, trainings, or procedures, as may be added by the Superintendent or technology staff.

Violations of this policy may result in:

- Loss of technology resources
- Disciplinary action up to and including termination
- Legal action in the case of illegal activities.

LEGAL REFERENCE:
Ark. Code Ann. § 6-21-107 Ark. Code Ann. § 6-21-111

<sup>1</sup> “Technology resources” means:

- The machines, devices, and transmission facilities used in information processing, including computers, word processors, terminals, telephones, cables, software, and related products;
- The devices used to process information through electronic capture, collection, storage, manipulation, transmission, retrieval, and presentation of information in the form of data, text, voice, or image and includes telecommunications and office automation functions;
- Any component related to information processing and wired and wireless telecommunications, including data processing and telecommunications hardware, software, services, planning, personnel, facilities, and training;
- The procedures, equipment, and software that are designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information, and the associated personnel, including consultants and contractors; and
- All electronic mail accounts issued by a public entity.

## **Certified & Classified Personnel School Calendar**

The Executive Director of Operations shall present to the schools a school calendar which the board has adopted as a proposal. The Executive Director of Operations, 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**

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. This is a serious matter, and employees may be subject to drug or alcohol screening at random, for reasonable cause, or post-accident among other reasons.

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.



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 of Operations, 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 may 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 of Operations immediately. If the supervisor is not available to the employee, the employee shall notify the Executive Director of Operations 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 Operations of having been so charged shall result in that employee being recommended for termination by the Executive Director of Operations.

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 of Operations. 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 of Operations, may result in discipline, up to and including a recommendation of termination.

#### Legal Reference

s: 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 \_\_\_\_\_

## **Family and Medical Leave Act**

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

### **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 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, such as,

- (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), etc.

Treatment 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 (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.

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.

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.

Absences attributable to incapacity under paragraphs (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.

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 and 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) day 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, 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 will 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. Medical certification is required for both foreseeable and unforeseeable conditions of leave.

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.

### **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 worker 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 worker 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 of Operations will make a determination at that time regarding the documented need for a severance of the employee's work agreement due to the inability of the employee to fulfill the responsibilities and requirements of their position.

### **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 a 30-day 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.

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

## Personnel Benefits

eStem Public Charter School will select medical insurance coverage for the school's 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/critical illness 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 School and approved by the eStem Public Charter School, Inc. Board of Directors.

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

Legal Reference: A.C.A. § 6-17-201

23-24 District Paid Fringe Benefits		
Benefit	Monthly Contribution	Annual Contribution
Health Insurance	259.50	3,114.00
Dental Insurance	21.22	254.64
Life Insurance - \$50,000	5.06	60.72
Short Term Disability	25% paid by district	
Long Term Disability	100% paid by district	

## 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, or computer 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 of Operations 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 of Operations 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

### **Employee Duty to Report Child Abuse, Maltreatment or Neglect**

It is the statutory duty of 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

### **Employee 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 rooms where students receive counseling or 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. Camera access is a privilege and can be revoked at any time. Improper or personal use of camera access is absolutely not allowed and could result in loss of privileges, disciplinary actions, and ethics violations.

## 23-24 Salary Schedule

Arkansas Code § 6-17-2403 is amended to read as follows:

6-17-2403. Minimum teacher compensation schedule — Definition.

*(a)(1) The board of directors in each school district in the state shall pay classroom teachers upon a minimum base salary of fifty thousand dollars (\$50,000)... to require that each teacher in the public school district is employed at least one hundred ninety (190) school days each year;*

*(b)(1) For the 2023-2024 school year, each teacher shall be paid a salary that is at least two thousand dollars (\$2,000) greater than his or her current salary as of September 1, 2022.*

*d) For purposes of the salary requirements described in this section, a "teacher" means an individual employed by a public school in the State of Arkansas in a full-time position that requires a valid Arkansas teaching license, including without limitation a principal or assistant principal, unless the public school has been issued a waiver by the State Board of Education.*

1. eStem teachers are contracted for 195 school days, so we have pro-rated the \$50,000 base to properly compensate for the additional days

\$50,000 for 190 days = \$51,300 for 195 days

2. For the 2023-2024 School Year, employee compensation will be:

Teacher/School Admin Compensation	
2023-2024 SY Only	
Bachelor's Degree	Master's Degree
\$51,300	\$53,800
\$2,000 increase for returning certified school employees making less than \$51,300 or \$53,800 in accordance with their degree status in education	

Certified Staff	Classified Staff
\$39,780.00	\$21,989.00
\$52,108.00	\$22,439.00
\$52,475.00	\$22,439.00
\$52,632.00	\$24,000.00
\$53,500.00	\$24,703.00
\$53,738.00	\$24,703.00
\$53,738.00	\$25,173.00
\$54,363.00	\$26,790.00
\$54,418.00	\$26,989.00
\$54,800.00	\$28,000.00
\$54,800.00	\$29,000.00
\$54,922.00	\$30,000.00
\$54,976.00	\$30,390.00
\$55,000.00	\$30,439.00
\$55,072.00	\$30,703.00



\$55,312.00	\$30,901.00
\$55,312.00	\$31,498.95
\$55,748.00	\$31,789.00
\$55,800.00	\$32,358.00
\$55,800.00	\$32,390.00
\$55,800.00	\$32,500.00
\$55,800.00	\$32,500.00
\$56,459.00	\$33,703.70
\$56,656.00	\$34,848.00
\$57,000.00	\$36,000.00
\$57,112.00	\$36,340.61
\$57,395.00	\$36,908.00
\$57,680.00	\$36,908.00
\$57,680.00	\$39,386.00
\$57,680.00	\$39,701.00
\$57,792.00	\$40,858.00
\$57,895.00	\$41,613.00
\$58,000.00	\$42,756.00
\$58,094.00	\$43,098.00
\$58,363.00	\$43,098.00
\$58,800.00	\$44,393.01
\$59,050.00	\$44,500.00
\$59,224.00	\$46,350.00
\$59,264.00	\$46,989.00
\$59,656.00	\$47,336.00
\$59,776.00	\$48,423.00
\$60,000.00	\$49,336.00
\$60,380.00	\$49,803.00
\$60,816.00	\$50,230.00
\$61,000.00	\$50,336.00
\$61,520.00	\$50,809.00
\$61,768.00	\$52,797.00
\$61,824.00	\$54,166.00
\$62,000.00	\$54,166.00
\$62,275.00	\$54,950.00
\$62,360.00	\$55,336.00
\$62,568.00	\$55,522.00
\$63,000.00	\$57,319.00
\$63,000.00	\$58,351.00
\$63,226.00	\$60,839.00
\$63,520.00	\$63,733.00
\$64,204.00	\$63,782.00
\$65,000.00	\$65,964.00
\$65,248.00	\$67,336.00
\$65,354.00	\$69,221.00
\$65,414.85	\$70,204.00

\$65,428.00	\$71,186.00
\$65,664.00	\$74,711.00
\$66,977.00	\$74,845.00
\$67,428.00	\$76,114.00
\$68,524.00	\$82,858.00
\$70,064.00	\$84,932.00
\$71,935.00	\$86,632.00
\$73,500.00	\$87,482.00
\$73,502.00	\$90,075.00
\$73,928.00	\$91,842.00
\$73,961.00	\$97,487.00
\$75,000.00	\$98,844.00
\$75,500.00	
\$79,000.00	
\$82,434.00	
\$83,600.00	
\$87,415.00	
\$88,101.00	
\$88,961.00	
\$90,851.00	
\$95,600.00	
\$97,000.00	
\$98,250.00	
\$175,000.00	

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<sup>i</sup> “Technology resources” means:

- The machines, devices, and transmission facilities used in information processing, including computers, word processors, terminals, telephones, cables, software, and related products;
- The devices used to process information through electronic capture, collection, storage, manipulation, transmission, retrieval, and presentation of information in the form of data, text, voice, or image and includes telecommunications and office automation functions;
- Any component related to information processing and wired and wireless telecommunications, including data processing and telecommunications hardware, software, services, planning, personnel, facilities, and training;
- The procedures, equipment, and software that are designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information, and the associated personnel, including consultants and contractors; and
- All electronic mail accounts issued by a public entity.



## 2023-2024 School Calendar

### July 2023

21	<b>New Teacher Orientation</b>
24	First Day for Teachers
24 - 28	Teacher PD/Workdays
29	<b>Open House</b>
31	Teacher PD/Workday

### August 2023

1	Teacher PD/Workday
2	<b>First Day for Students</b>

### September 2023

4	Labor Day Holiday <b>(SCHOOL CLOSED)</b>
15	<b>Virtual Learning Day for Students/ Teacher Workday</b>

### October 2023

5	End of Quarter 1 P/T Conferences 4:30 - 7:30 p.m.
6	P/T Conferences 7:30 a.m. - Noon <b>(STUDENTS OUT)</b>
9 - 13	Fall Break <b>(SCHOOL CLOSED)</b>
16	Start of Quarter 2

### November 2023

20 - 24	Thanksgiving Break <b>(SCHOOL CLOSED)</b>
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### December 2023

20	End of Quarter 2 <b>Last Day of Fall Semester for Students</b>
21	Teacher PD/Workday
22 - 29	Winter Break <b>(SCHOOL CLOSED)</b>

### January 2024

1	New Year's Day <b>(SCHOOL CLOSED)</b>
2	Winter Break <b>(SCHOOL CLOSED)</b>
3	Teacher PD/Workday
4	<b>Students Report/Start of Quarter 3</b>
15	MLK Holiday <b>(SCHOOL CLOSED)</b>

### February 2024

15	P/T Conferences 4:30 - 7:30 p.m.
16	P/T Conferences 7:30 a.m. - Noon <b>(STUDENTS OUT)</b>
19	<b>Virtual Learning Day for Students/ Teacher Workday</b>

### March 2024

8	End of Quarter 3
11	Start of Quarter 4
18 - 22	Spring Break <b>(SCHOOL CLOSED)</b>

### April 2024

12	Teacher PD/Workday
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### May 2024

22	<b>Last Day for Students/End of Quarter 4</b>
23 - 24	Teacher Workdays
24	Last Day for Teachers
27	Memorial Day <b>(SCHOOL CLOSED)</b>
28	<b>Summer School Begins</b>

### June 2024

18	Summer School Ends
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