



10802 Executive Center Dr.
Suite 205
Little Rock, AR 72211
Phone: 501.664.4225
Fax: 501.664.4226

Arkansas Virtual Academy

Certified Personnel Policies

Arkansas Virtual Academy Personnel Assignment

All Arkansas Virtual Academy employees are subject to assignment at the direction of the Head of School. Assignments will be made with the consideration of student needs, teachers' area of expertise and the need for balance across teacher case loads. Reasonable efforts will be made to honor staff preferences in assignments.

Adopted: August 27, 2007

Amended:

Contract Renewal and Non-renewal

The Arkansas Virtual Academy is an open enrollment charter school and was granted a waiver from teacher contracts and teacher fair dismal act. ARVA utilizes at-will teacher contracts. Each teacher contract is for a 12-month period and can be terminated at any time by either party.

Teacher contracts are approved by the Board of Directors as needed based on student enrollment. All offers shall expire if not accepted in writing within two weeks from the date issued.

Adopted: August 27, 2007

Amended:

Equal Opportunity Employer

The Arkansas Virtual Academy (ARVA) is an equal opportunity employer committed to a policy of equal employment opportunity for all applicants and employees.

It is the policy of the ARVA Board of Directors and ARVA administration to ensure that all employees comply with the spirit and intent of federal, state and local law, government regulations, Executive Orders regulating affirmative action and equal opportunity in employment. ARVA will hire, train, promote, compensate, and administer all employment practices and benefits without regard to race, sex, pregnancy, childbirth, religion, marital status, age, national origin, disability, veteran status, or any other category protected by federal, state, or local laws.

ARVA fully supports the Americans with Disabilities Act and will reasonably accommodate disabled employees and applicants who can perform the essential functions of a job for which they are qualified, with or without accommodation, unless undue hardship to ARVA exists.

Adopted: August 27, 2007
Amended:

Grievance Procedure

If the problem has not been resolved to the satisfaction of the complainant through informal discussion with their immediate supervisor, she/he has the right to file a grievance in accordance with the following procedure. A grievance should be filled within ninety-days (90) of the incident(s) in the following manner:

1. Submit a letter to the Director of Operations to include the following:
 - a. A summary of the complaint, including nature of the complaint, relevant dates and incidents, and information on any informal discussion that may have occurred with the person(s) directly
 - b. Identify the person alleged to be responsible
 - c. Resolution sought
2. If the Director of Operations is the person the complaint is against submit the letter to the Head of School (HOS).

Within two-weeks (10 working days) the Director of Operations (or HOS when appropriate) will attempt to resolve the situation by discussion, investigation, or formal meeting(s) between the parties. The Director of Operations will meet with both parties and offer a resolution. Within ten working days the Director of Operations will submit findings and proposed resolution to both parties, with a copy going to the Head of School and the Chair of the ARVA Board. The grievant has five (5) working days to respond to the proposed resolution in writing, either accepting the resolution or rejecting and requesting to move forward with the process. The written response from the grievant should be directed to the Director of Operations.

If the grievant rejects the proposed resolution and desires to appeal the decision, in addition to the written response to the Director of Operations the grievant must submit an appeal in writing to the ARVA School Board for a hearing at the next regularly scheduled school board meeting unless both parties have agreed to a different date. The hearing will be open or closed at the discretion of the employee. The employee will have no more than ninety (90) minutes to present their concerns and testimony. The ARVA Board will provide a written response within ten (10) working days from the date of the hearing.

This process is in accordance with §6-17-208.

Adopted: August 27, 2007

Amended:

Harassment Policy

Policy and Definition

It is the policy of the Arkansas Virtual Academy that all decisions shall be made on the basis of merit and without unlawful discrimination because of race, sex, color, creed, age, national origin, sexual orientation, or disability status.

Sexual harassment is sex discrimination under Title IX and will not be tolerated. It is the policy of ARVA to maintain a learning and working environment that is free from sex discrimination, including sexual harassment.

SEXUAL HARASSMENT – could include:

- Any behavior which patronizes, intimidates or offends
- Any behavior which causes an individual to feel viewed as a sexual object and/or which causes offence
- Provocative suggestions, propositioning an individual
- The display of pornographic, semi-pornographic or suggestive material, electronic or paper
- Deliberate, potentially objectionable physical contact to which the individual has not consented or had the opportunity to reject
- Threats of negative evaluation, demotion, or promises of success or other rewards in exchange for sexual favors
- Submission to such conduct is made, either explicitly or implicitly, a term or condition of the individual's job
- Submission to or rejection of such conduct by an individual is used as the basis for employment evaluation
- Such conduct has the purpose of effect of substantially interfering with an individual's professional performance or creating an intimidating, hostile, or offensive work environment.

RACIAL HARASSMENT – could include:

- Any behavior which causes discomfort, intimidates or offends or which incites others to do so
- The display or circulation of offensive material, including through electronic mail
- Verbal abuse and threats of physical attack

PERSONAL HARASSMENT – could include:

- Behavior which makes direct or indirect reference to disability or impairment - and thus causes discomfort, patronizes, insults or offends people with a physical, sensory or mental disability
- Behavior which makes direct or indirect reference to religion or culture thereby causing discomfort or offence
- Repeated gibes in reference to personal traits, appearance or sexual orientation
- Pressure to become involved in anti-social or criminal behavior
- Messages to or about a person, including electronic mail, that are offensive, insulting or cause discomfort

Resolution by Informal Discussion

Violations of this policy should be reported to the Director of Operations immediately and appropriate action will be taken. If after a fact finding process it is determined that behavior occurred that violates this policy the employee in violation may be recommended to the ARVA Board for immediate termination.

The above referenced types of harassments are not intended to be a complete listing of all types/forms of harassment but to provide employees some general guidelines.

Adopted: August 28, 2007

Amended:

Reduction in Work Force

The Arkansas Virtual Academy acknowledges its authority to reduce the workforce (employees) whenever such a reduction is deemed as necessary or desirable. The reduction in force may also apply to the amount of hours worked by an employee.

Adopted: August 28, 2007

Amended:

Suspension, Termination and/or Non-Renewal

All teachers are employed through an at-will contract and can be terminated or non-renewed at-will by the Board of Directors. When the Head of School has cause for suspension or termination, the Head of School will provide the teacher a written notice of the suspension or termination. At the next scheduled board meeting the notice of suspension/termination will be presented to the Board of Directors for review and action. The suspension or termination will be immediately effective upon the action of the board.

The Board of Directors will review all teacher contracts before the end of April. Teachers not receiving a contract renewal will be notified in writing within two days of the action of the board.

Adopted: August 28, 2007

Amended:

Teacher Evaluation

The primary purpose of the Arkansas Virtual Academy evaluation process is the improvement of instruction and job performance. The evaluation process will include an analysis of teacher performance, identification of specific competencies, diagnosis of specific needs for improvement and a professional development growth plan, as needed. All teachers will be evaluated annually by members of the administration staff.

Adopted: August 28, 2007

Amended:

Arkansas Virtual Academy Teacher Job Description

Arkansas Virtual Academy (ARVA) consists of highly qualified and motivated teachers to work in an innovative environment. Virtual academy teachers are part of a pioneering effort in public education.

Teachers are responsible for ensuring that students achieve mastery of learning objectives. Teachers provide guidance, instruction and support to manage the learning process and focus on students' individual needs. Teachers monitor student progress through K12[®] interactive lessons, daily assessments and work actively with students and parents to advance each child's learning.

Teaching in a virtual academy requires a strong educational background and a firm understanding of how best practices from a regular classroom can be applied to this innovative model. Though the primary focus is on academics, all of the ARVA teachers must be comfortable using technology and supporting new users of technology. Teachers work primarily from their homes.

As part of their regular teaching responsibilities, teachers will:

Planning and Preparation

- Know K12[®] curriculum in its entirety for assigned grade levels
- Be knowledgeable of the Arkansas Standards and Frameworks and how they align with the K12[®] curriculum
- Participate in a weekly teacher conference call with the Assistant Head of School
- Participate in scheduled professional development. Non-attendance could result in the loss of an annual or sick leave day.

Instruction and Student Achievement

- Support parents with student placement, curriculum and instructional issues
- Support parents with school set-up and logistics questions
- Support parents and students with basic computer set-up, navigation and troubleshooting
- Respond within 24 hours to parent inquiries via phone and/or e-mail during regular work week
- Proactively track student academic progress and attendance
- Track and verify that attendance hours are being logged and correlate with number of lessons completed
- Alert administrators of any concerns about student progress
- Balance flexibility of the K12[®] curriculum with state compliancy requirements
- Individualize instruction to help each student achieve
- Conduct scheduled conferences with parents/responsible adults to assess each student's progress, learning style, and any other academic, social or developmental issues
- Establish student learning goals
- Generate informal and formal reports based on conferences
- Complete monthly attendance spreadsheets to be used for state attendance reporting
- Process student change in placement, as needed
- Collect and review work samples. Evaluate work, as needed
- Write reports for semester progress reports
- Research and create lessons that complement/supplement the school's program
- Participate on IEP teams for students with special needs
- Work with the administration to prepare students for standardized tests (including the logistics of selecting testing sites)
- Serve as proctors for site-based state required tests
- Utilize and test new technologies prior to being implemented by families and students
- Participate in the school's self-evaluation program
- Track the delivery and return of materials and computer equipment
- Create two personal Professional Development Projects



- Assist with various projects throughout the year with colleagues and administration, as needed
- Travel to and assist with two school outings per semester
- Oversee and provide all previously outlined services for a maximum of 60 students
- Devote an average of 40 hours a week or whatever is necessary to provide the highest quality of services for families and students
- Travel to regularly scheduled meetings and participate in school activities, open houses, orientations, information sessions, etc.

Building School Community

- Organize orientation, training, social, and educational activities for students and families
- Take part in managing a discussion board
- Assist in creating a monthly newsletter
- Support school administrators with information sessions
- Lead parent orientations during late summer, early fall and for small groups as needed
- Create, lead, assist with student school club activities

Requirements:

- Hold a Bachelor's degree
- Hold a current Arkansas Teaching License
- Appropriate state certification
- 3+ years of teaching experience
- Shared view of the virtual academy's mission
- Strong content and subject-matter knowledge
- An ability to support and guide adults as well as students
- Strong written and verbal communication skills
- Organization and time-management skills
- Proficiency in MS Excel, MS Word, and Outlook, and experience use in a professional capacity
- Flexible schedule

The ideal candidate will also have:

- Experience working with the proposed age groups
- Experience in an innovative learning environment
- Special education training and experience (as enrollment dictates)
- Experience using Internet search engines
- Experience using a student information system and/or other types of database
- An ability to learn new technology tools quickly (e.g., database and web-based tools)
- An ability to support adults with basic computer set-up and navigation

The Arkansas Virtual Academy has a waiver from teacher salary schedule. However, ARVA's compensation package includes a competitive salary commensurate with background and experience, and complete benefits package.



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Benefits include the Arkansas State Public School Employee Insurance with a \$150.00 district match. The district also provides a dental package with Delta Dental which pays the employee cost of the dental plan.

The company will only consider top candidates with relevant experience and a proven track record. Interested candidates should send a cover letter and resume to jobs@ARVA.org.

The Arkansas Virtual Academy is proud to be an equal opportunity employer.

Adopted: August 28, 2007

Amended:

ARVA Teacher Leave Policy

ARVA teachers are employees of the Arkansas Virtual Academy an open enrollment charter school. In an effort to achieve a cohesive working environment between the ARVA teachers, central office staff, ARVA Board of Directors and K12 Inc. the following policy regarding leave has been established.

Annual Leave

ARVA teachers receive 12 paid annual days within a 12-month per year or 12 paid annual days within a 12-month contract period. Annual leave time does not include approved holidays such as Thanksgiving and Christmas break; however, there is not an established summer or spring break within the ARVA school calendar. Annual leave can be taken in 30-minute time frames.

If annual leave time is requested for more than two consecutive days, prior planning and approval must be obtained two weeks in advance in order to ensure that an extended gap in services to ARVA families does not occur. A "Request for Time Off" form must be submitted to the Academic Administrator (AA). If annual leave time is requested for two consecutive days or less, the request must be submitted two days prior to the requested date. Extenuating circumstances may not allow for prior notice, however, as much notice as possible should be given for each request. The AA will work with each ARVA teacher in order to approve annual leave requests; however, adjustments may be necessary if multiple teachers submit leave requests for the same time frame.

Annual leave cannot be carried over from one year to the next. Teachers will work with the AA in scheduling annual leave to ensure that all ARVA students receive the best possible service during absence.

Sick Leave

Due to the unique work environment of ARVA teachers, flexibility exist allowing teachers to catch-up missed work due to illness. For example, an ARVA teacher may have a doctor's appointment during the morning hours of the day and work into the evening answering emails from parents to ensure that a timely response is provided. In cases like this, ARVA teachers are not required to submit sick leave. However, if there is a noticeable interruption of service to families due to illness of an ARVA teacher, their child or immediate family member(s), sick leave time must be taken. As a general rule, sick leave should be requested if families, when asked, would indicate an interruption in service and the teacher was unable to provide alternate service within the calendar week.

ARVA teachers receive one paid sick day per month, for each month of the 12 month contract. In accordance with §6-17-1205 teachers can accrue up to ninety (90) days of unused sick leave. Sick leave can be taken in 30-minute time frames.

A "Request for Time Off" form should be submitted within one business day of the illness or use of sick leave. Prior approval, when possible, should be obtained for use of sick leave for extended illness, surgery, etc., to allow for arrangements to be made ensuring coverage of services to ARVA families.

Maternity/Paternity/Adoption Leave

ARVA teachers must utilize any unused sick leave when a leave of absence is for the purpose of maternity/paternity or adoption, prior to applying for unpaid leave under Family Medical Leave Act (if the employee qualifies for coverage). During such leave, the employee shall have the option to continue any/all benefits at the group rate, provided appropriate payment is made by the employee as indicated by selected insurance coverage.

Annual leave can be utilized for maternity/paternity or adoption leave, however, it is not required.

ARVA teachers should provide a sixty (60) day notice, if possible, when a leave of absence is for the purpose of maternity/paternity or adoption to allow for arrangements to be made ensuring coverage of services to ARVA families.

Leave Without Pay

Guidelines provided under the Federal Family Medical Leave Act (FMLA) will be adhered to by the Arkansas Virtual Academy regarding leave without pay (LWOP) for specific reasons. Contact the Director of Operations for additional information on FMLA. Request for leave without pay outside of FMLA guidelines will be considered on an individual basis with the decision made jointly by the Academic Administrator and the Head of School. All LWOP request should be submitted four weeks prior to the requested leave period, when possible. The

Head of School will provide in writing a decision regarding the request within 10 days of the request. ARVA teachers on LWOP will not be reimbursed for home office expenses such as; internet connection, monthly phone bills, etc.

Termination of Employment

When employment is terminated with the Arkansas Virtual Academy, either by ARVA administration or by an ARVA teacher, unused annual leave will be forfeited. Unused sick leave, in accordance with state law, can be rolled to the next employment position if it is with another public school entity.

Adopted: August 28, 2007
Amended:

Tuberculosis Examinations

When employed by the Arkansas Virtual Academy, professional personnel must submit a health certification attesting to the person's freedom from tuberculosis. New employees must submit a health certification prior to the start of school or 30 days from the date of hire, if hired during the school year. Payroll may be delayed until a certificate is on file.

Ark. Code Annotated, 6-17-101

Adopted: August 28, 2007
Amended:

Whistleblower Protection Policy

Definition:

"Protected Disclosure" means an allegation, made in good faith, that the Arkansas Virtual Academy or one or more of its employees, contractors (acting in the course of its work for the Arkansas Virtual Academy) or members of the Board of Directors, has in the course of his, her or its duties to the Arkansas Virtual Academy acted unlawfully or in violation of published Board of Directors' policies.

Preamble:

The Arkansas Virtual Academy has moral, ethical and legal responsibilities for the stewardship of its resources and the public and private support that enables it to pursue its mission. Although the Arkansas Virtual Academy controls and operating procedures are intended to deter, detect and prevent improper activities, as at any institution, intentional and unintentional violations of laws, regulations, and policies may occur. This policy is intended to result in the internal identification and remediation of such violations.

Policy:

Reporting Protected Disclosures:

Any person may make a Protected Disclosure. It is the responsibility of all employees and board members to report Protected Disclosures. Protected Disclosures should be made in writing so as to assure a clear understanding of the issues, but may be made orally. Reports should be factual and contain as much specific information as possible. Protected Disclosures shall be made 1) by employees to their immediate supervisor or other person upwards in the supervisory chain, and 2) by other persons to the Head of School. However, when there is a potential conflict of interest, such reports may be made to another person in management who you may reasonably expect to have either responsibility over the affected area or the authority to review the alleged improper activity on behalf of the Arkansas Virtual Academy.

Protection from Retaliation:

The Arkansas Virtual Academy and its employees and board members are prohibited from 1) retaliating or attempting to retaliate against any person who has made a Protected Disclosure or who has refused to obey an order that is illegal or in violation of published Board of Director's policies, and from 2) directly or indirectly using or attempting to use the authority or influence of his or her position for the purpose of interfering with the right of the person to make a Protected Disclosure. Anyone who retaliates against or interferes with someone who has made a Protected Disclosure is subject to discipline which, for employees, could be up to and including termination.

Investigations:

Supervisors to whom a Protected Disclosure is made are required to report them to the Head of School. The Head of School will undertake or cause to be undertaken an investigation and resolution of the alleged violations. The Head of School will advise the board chair and/or board vice chair, of all Protected Disclosures regarding accounting practices, internal fiscal controls or auditing. All internal complaints will be investigated promptly and with discretion, and all information obtained will be handled on a "need to know" basis. At the



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conclusion of an investigation, as appropriate, remedial and/or disciplinary action will be taken where the allegations are verified and/or otherwise substantiated.

Adopted: May 25, 2010

Amended: