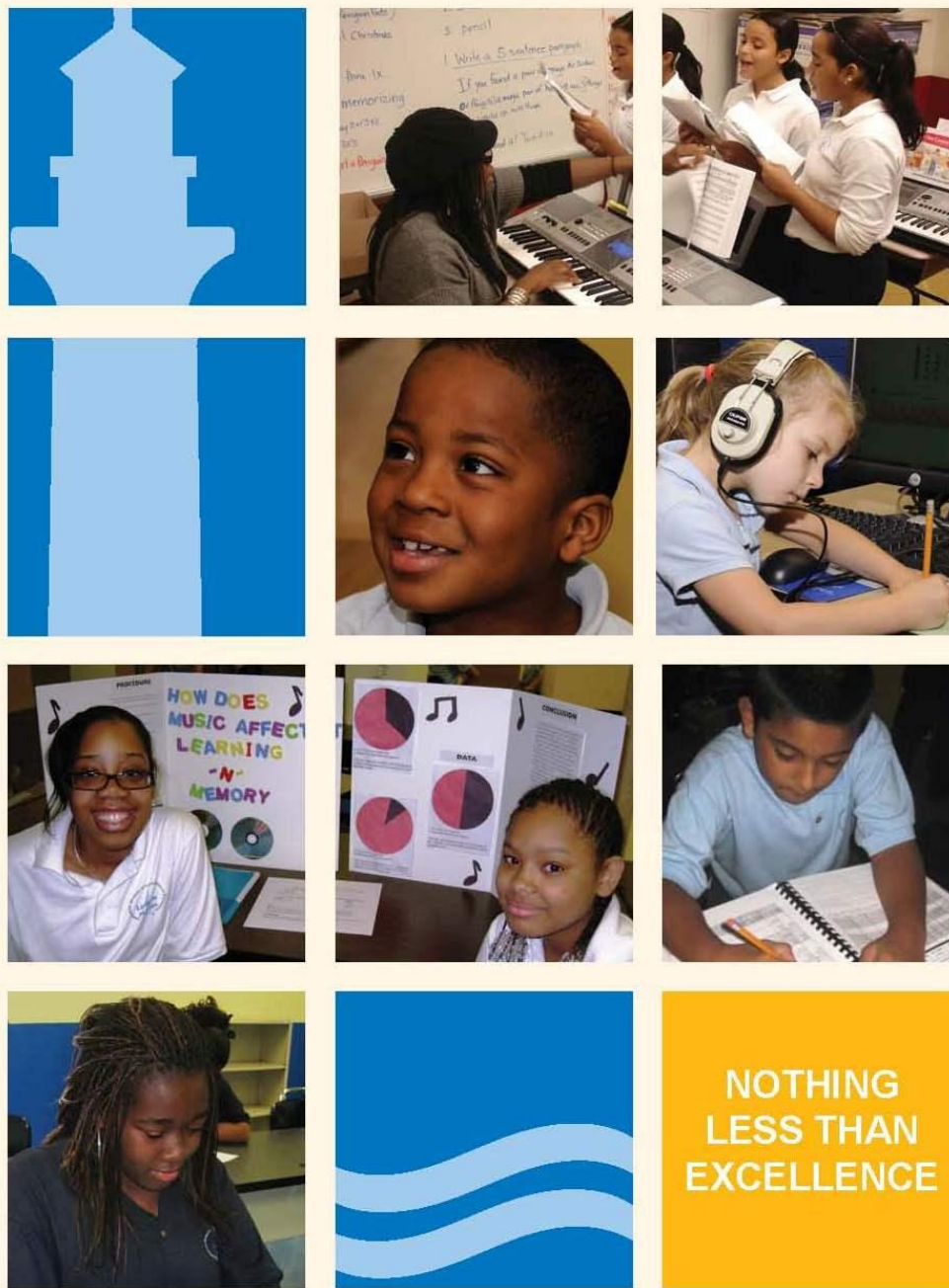


**Lighthouse Academies of Arkansas  
Lighthouse Academies of Pine Bluff  
Personnel Policies**



Lighthouse Academies of Arkansas, Inc.  
Lighthouse Academies of Pine Bluff Arkansas, Inc.

**Personnel Policies**

This Handbook is effective July 1, 2011 This Handbook supersedes all prior handbooks and policies covered herein. This handbook will be provided in an alternative format such as Braille, large print or audio upon request. At any time I may obtain another copy of this handbook by requesting a paper copy from my office manager.

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**Lighthouse Academies of Arkansas and Lighthouse Academies of Pine Bluff Employee Code of Conduct**

All Lighthouse employees support the mission and the policies of the schools. The Principal hires the faculty and ensures that they fully understand and promote the mission and policies. The school firmly believes that faculty, in addition to maintaining classroom responsibilities, should be problem solvers and positive public relations agents of the school. Faculty members are expected to be passionate about their work, to be well versed in the disciplines they teach, and to embrace the virtues exemplified by the best independent schools. The code of professional conduct below describes the practices, behaviors, and attitudes that should define the interaction between all employees, including the faculty, trustees, families, students, and friends of the school.

*We shall support* the mission of the school, which is to prepare students for college through a rigorous, arts-infused program. We shall strive to create within our students a love of learning, an intellectual curiosity, and a sense of duty to the community that will enable them to make thoughtful and morally informed decisions throughout their lives. We believe in the potential of each child and in the concept that internal motivation can be developed and nurtured, while students also appreciate individual differences.

*We shall be consistent and equitable* in our interaction with students, fellow educators, and families. We shall respect the civil rights of all and not discriminate on the basis of race, national or ethnic origin, culture, religion, sex or sexual orientation or sexual identity, marital status, age, political beliefs, socioeconomic status, disabling condition, or vocational interest. This list of bases of discrimination is not all-inclusive.

*We shall exhibit* an attitude of congeniality and a commitment to a team approach. This involves a spirit of teamwork and shared responsibility in word and in action.

*We shall, as professional educators, exhibit* the highest order of professional language and communication. Verbal and written communications with families, students, faculty, and friends of the school shall reflect sensitivity to the fundamental rights of dignity, privacy, confidentiality, and respect.

*We shall exhibit* the highest forms of emotional discipline, refraining from any inappropriate public displays of anger or rudeness. We shall be open-minded and knowledgeable and use appropriate judgment and communication when responding to any issue within the educational environment. This discipline calls for patience, understanding, tolerance, and the highest consideration for the welfare, dignity, and good name of the school's constituents.

*Our conduct shall reflect* due regard for possible conflicts of interest, ensuring that in one's capacity as a Lighthouse employee, outside interests, personal affiliations, or other activities do not influence, or appear to influence, decision-making or job performance, or result in personal gain.

*We shall embrace* a commitment to the responsible management of public funds.

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**Standard Employment Practices**

**At-Will Employment – Reduction in Force – Dismissal/Non-renewal**

Your employment with Lighthouse Academies of Arkansas, Inc. (LAA) or Lighthouse Academies of Pine Bluff, Inc. (LAPB) is at-will, unless otherwise expressly agreed to in writing signed by both Dr. Phillis N. Anderson, the Regional Vice for Lighthouse Academies Inc (LHA) and you. This Handbook does not alter the at-will nature of your employment. “At-will employment” means that you have the right to terminate this employment relationship at any time; and LAA or LAPB reserves this same right to terminate this employment relationship at any time, with or without cause, and with or without notice. Should there be a need to reduce the number of employees at your school due to financial reasons, we will consider your performance and certification in making layoffs and other personnel decisions.

**Assignments**

Our schools have a “looping” policy, which means that students will remain with the same teacher for two years. We ask that teachers prepare for this as the school will be unable to make exceptions for a staff member who does not want to loop with a group of students. The looping policy does not guarantee employment for any period of time. Teachers are assigned classes/grade by the school leader based on qualifications, certification and experience.

**Equal Employment Opportunity**

LAA and LAPB are committed to providing equal employment opportunities. LAA or LAPB will not discriminate against applicants for employment or employees on the basis of race, color, religion or religious creed, gender or pregnancy, national origin, age, disability, marital status, sexual orientation, gender identity, genetic information, ancestry, veteran status or any other characteristic protected by law. Lighthouse Academies does not tolerate illegal discrimination in the workplace and abides by all applicable federal laws and state laws.

If you feel you are being discriminated against or you are aware of any discrimination, please contact Dr. Phillis Nichols Anderson, Regional Vice President ([pnicholsanderson@lighthouse-academies.org](mailto:pnicholsanderson@lighthouse-academies.org)). All reports will be kept confidential to the maximum extent possible and all complaints will be investigated.

Employees can raise concerns and make good faith reports without fear of retaliation. If you believe you are being retaliated against for raising a concern about discrimination, please contact your Regional Vice President, or the Chief Executive Officer of LHA ([mronan@lighthouse-academies.org](mailto:mronan@lighthouse-academies.org)). Anyone found to be engaging in any type of unlawful discrimination or retaliation will be subject to corrective action, including discharge.

**Reasonable Accommodation of Disability**

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, LAA or LAPB will make reasonable accommodations for the *known* physical or mental disabilities of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship to LAA or LAPB would result.

Any applicant or employee who requires an accommodation in order to complete the application process or to perform the essential functions of the job should contact the Supervisor or Regional Vice President. It is the *Employee's* responsibility to notify the Supervisor or Regional Vice President if a reasonable accommodation is needed.

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**Anti Harassment Policy**

LAA and LAPB are committed to maintaining a workplace free of harassment and intimidation based on race, color, sex/gender, pregnancy, religion, age, marital status, sexual orientation, gender identity, national origin, disability, veteran status, genetic information, ancestry or any other category protected by law.

**Defining Harassment**

Harassment is a form of employee misconduct that undermines the integrity of the employment relationship. All employees are entitled to work in an environment free from harassment. While it is difficult to define what constitutes illegal harassment under the law, LAA and LAPB realizes that any type of harassing or inappropriate behavior based on race, color, sex/gender, pregnancy, religion, age, marital status, sexual orientation, gender identity, national origin, disability, veteran status, genetic information, ancestry, or any other category protected by law is inappropriate in the workplace. Therefore, LAA and LAPB will not tolerate any behavior that creates an intimidating, offensive or hostile work environment or that interferes with work performance. Examples of harassing or inappropriate behavior include:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- Visual conduct such as derogatory and/or sexually-oriented e-mails, posters, photography, cartoons, drawings or gestures;
- Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis;

LAA and LAPB strongly disapprove of and will not tolerate harassment of employees by supervisors, co-workers or others in the workplace, such as customers or vendors. LAA and LAPB are committed to complying with all applicable local, state and federal laws prohibiting discrimination and harassment in the workplace.

Included in this policy is a prohibition of sexual harassment. Sexual harassment includes, but is not limited to:

- Unwelcome sexual advances, requests for sexual favors, unwanted physical contact, including touching, patting, pinching, etc., unwelcome comments of a sexual or demeaning nature, the display of sexually offensive posters, pictures or objects.
- Any use of an employee's submission to or rejection of the conduct described above as the basis for employment decisions affecting the employee (such as hiring, firing, promotions, compensation or working conditions).
- Any explicit or implicit implication that submission to such behavior is a term or condition of an individual's employment.

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**Reporting Harassment or Inappropriate Conduct**

Any employee who believes that he or she has been a victim of some form of workplace harassment or inappropriate behavior or conduct from a fellow employee, including a Supervisor or from a non-employee (customer, parent, contractor, etc.), should report the incident immediately to the Principal of the school. Reports may also be made to the Regional Vice President, or Chief Executive Officer of LHA.

**Investigation of Complaint**

Persons submitting complaints of harassment or inappropriate conduct are assured that a thorough investigation of the complaint will be conducted. The contents of the complaint will be kept confidential to the extent possible and consistent with the need to conduct a thorough investigation.

**Sanctions**

If, following a complaint of harassment or inappropriate conduct, an investigation reveals that inappropriate behavior has occurred, the person who has violated this policy will be subject to appropriate sanctions or penalties. The sanction or penalty administered under this policy will depend on all circumstances, including the offending employee's prior work record and the specifics regarding the nature of the violation and may include required training, disciplinary write ups, suspension or termination.

**Retaliation Prohibited**

LAA and LAPB do not tolerate retaliation against any employee for making a complaint under this policy or for cooperating in an investigation of any complaint under this policy. Any employee who believes that he/she is the subject of such retaliation should report this immediately to the Principal of the school, the Regional Vice President or to the Chief Executive Officer.

**Workplace Violence and Student Safety and Mandatory Reporting**

Violence or threats of violence committed by or upon an employee or student will not be tolerated. If you receive or become aware of any threatening communications or acts, call 911 immediately if appropriate; and report this immediately to the Principal of the school, the Regional Vice President and to the Chief Executive Officer of LHA. Please do not engage in a physical or verbal confrontation with a potentially violent person. A Principal receiving any such report shall immediately inform the Regional Vice President or Chief Executive Officer of LHA. The Principal shall also immediately notify the local police department in regard to any allegation of a child having been physically injured, inappropriately touched or sexually molested by any individual.

All reports of work related violence or threats of violence will be thoroughly investigated and the results kept confidential to the extent we are legally able to keep such information confidential. However, we may report such actions or threats to the appropriate authorities if we feel such a report is necessary. Any person found to have committed a violent act or made a threat of a violent act will be subject to disciplinary action that may include immediate discharge.

All staff members, volunteers, parents and third party contractors are absolutely prohibited from causing any physical or emotional harm to any student. Corporal Punishment is never allowed by school employees, volunteers or contractors. Physical restraint may be used only as necessary and in a reasonable manner. If you know or suspect that any student has been subjected to any neglect, physical abuse, emotional abuse, or sexual abuse or molestation, you must report this immediately to the Principal, Regional Vice President or to the Chief Executive Officer of LHA. You may also be required by state law to file a report with the appropriate government agency. *Any staff member causing any harm to a child, or who fails to report the harm, abuse or neglect of a*

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*child, will be disciplined up to and including immediate discharge, and the authorities will be notified if appropriate in the circumstances.*

**Immigration Reform and Control Act (IRCA)**

Federal law prohibits LAA and LAPB from employing any person not legally authorized to work in the United States. In accordance with the requirement of the Immigration Reform and Control Act (IRCA), all persons commencing or resuming work must submit documentation evidencing their right to work in the United States. Anyone submitting false documentation shall be immediately terminated and may be reported to the appropriate authorities. In fulfilling its obligations under IRCA, LAA and LAPB reaffirms its commitment to comply with both state and federal non-discrimination laws. Any questions concerning IRCA and the required documentation should be directed to the Human Resources Department.

**Corrective Action**

Employees will be disciplined for any violation of any LAA or LAPB policy. Such discipline shall be appropriate to the offense. Any offense, including the first offense, may warrant any degree or action, such as a verbal warning or discharge of employment. Lighthouse reserves the right to determine the discipline warranted given the nature of the offense committed.

**General Policies**

**Reporting Changes and Mistakes**

You are responsible for promptly notifying your Supervisor in writing of any change in your name, address, telephone number, marital status, and work permit or visa status, tax withholding allowances, emergency contact information, insurance beneficiary, or dependent insurance coverage. Accurate and correct information is vital for benefits and insurance records and other Lighthouse Academies files. Any delay in your receipt of your paycheck or tax forms will be your responsibility if such delay is a result of your failure to notify us of updated information. Please note that any changes to your insurance coverage are subject to the policies of the insurance Lighthouse Academies. It may not be possible for changes to become immediately effective.

It is the employee's responsibility to verify the accuracy of the information included on each paycheck. The employee has one week from receipt of a paycheck or pay statement to report any errors in name, address, withholdings, paid time off or any other item shown on the pay stub. Such reports should be sent to [the Office Manager of the school](#).

**Employment Categories**

All employees fall into each of the three categories below. For example, our Principal is a full time, administration, and exempt employee. A paraprofessional working in a school three days per week would be a part time, school, and non-exempt employee.

**Category One:**

- **Full-time employees:** All employees regularly scheduled to work at least 40 hours per week in a 12-month position or in a position at a school expected to last for the entire remainder of the school year are considered full-time employees for the purpose of benefits.
- **Part-time employees:** All employees regularly scheduled to work fewer than 40 hours a week are considered part-time employees. Part-time employees are eligible for benefits as specifically stated in this manual.

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- **Temporary employees:** A temporary employee is a person who works any number of hours in a week, but the position the person holds is expected to be fewer than 12 months for a corporate position and fewer than 10 months for a school-based position in any calendar year. A temporary employee is not eligible for any fringe benefits unless required by state or federal law.

**Category Two:**

- **Administration employees:** Employees not directly involved in regular teaching are administration employees. These school positions specifically include the Principal, the Director of Instruction, the Director of School Culture, program coordinators, parent coordinators, office managers, secretaries, and maintenance personnel.
- **Academic Employees:** Employees who teach and otherwise work directly with the students and are not expected to work during academic vacations and holidays, with the exception of mandated meeting and training days, are academic employees. Academic employees specifically include teachers, teaching assistants, school aides, program coordinators, school guidance counselors and social workers.

**Category Three:** Under the Fair Labor Standards Act (FLSA), employees are also classified by two major categories: "Exempt" and "Non-exempt."

- **Exempt employees:** These employees are exempt from the applicable provisions of state and federal wage and hour laws and will not be eligible to receive overtime pay. Exempt employees are expected to work as many hours as necessary to fulfill the requirements of their jobs.
- **Non-exempt employees** are eligible to receive overtime pay in accordance with state and federal wage and hour laws. These employees are required to submit a time record for each week, approved by the appropriate Supervisor, for the purpose of tracking hours worked and calculating compensation. An employee will be subject to discipline for all intentional inaccuracies on a time record. Overtime is paid for any authorized hours worked over 40 hours in any workweek. Non-exempt employees are required to take a 30 minute unpaid meal break each working day, which consists of at least 6 hours. During this 30-minute break, the employee must not do LAA or LAPB-related work of *any kind*.

**Academic Employee (Full-time - Academic – Exempt) Pay**

Full-Time Academic Exempt Employees are paid in accordance to a published pay schedule for the year which may be obtained from the Office Manager of the school. **All Academic Exempt Employees need to file time records.**

**Academic Employee (Academic – Non-Exempt) Pay**

Academic Non-Exempt Employees are paid on an hourly basis based on the days worked. **All Academic Non-Exempt Employees need to file time records.**

**End of School Year**

All academic employees are paid the balance of their school year compensation on June 30<sup>th</sup>. Employees who are not returning will have their benefits end on June 30<sup>th</sup>. Those who are not leaving will experience no interruption in benefits. Any Academic Employee, such as a teacher or teaching assistant, who is still a full-time employee on the last day of the school year will continue to receive benefits through the end of the school's twelve month period. The school's twelve month period shall end on the earlier of July 31st or twelve month's after the previous year's summer professional development began.

**Pay Periods and Pay Checks**

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Lighthouse Academies of Arkansas and Lighthouse Academies of Pine Bluff employees are paid twice a month through APSCN, the Arkansas State system. A payroll schedule will be distributed by the Business Manager. Lighthouse Academies provides direct deposit service for employees. Employees are strongly encouraged to enroll for direct deposit to minimize disruptions caused by slow mail, lost checks, etc. Please contact your Office Manager if you would like to arrange for direct deposit of your paycheck.

If a check must be re-issued, the bank fee and any other processing fee will be deducted from the employee's pay as allowed by applicable law. This is another reason that we encourage all employees to utilize direct deposit. Staff who are terminated will have direct deposit cancelled and instead receive a pay check for their final pay that they can pick up from their Office Manager at the school.

**Garnishments**

Lighthouse Academies is required by law to honor any legal order for garnishment. We will make initial notification of any demand for garnishment with specification of the total amount and the amount of each planned deduction. We will make every effort to notify you in advance, if such notice is available to us, and as applicable by law.

**Office and Work Hours**

Lighthouse Academies' employees work in a variety of settings. Those who work within the corporate office are expected to report to work according to their individual schedules. Those working at a school site must adhere to the campus schedule. If you are a non-exempt employee, you may be asked from time to time to work more than forty hours in one week. If you would like to discuss your overtime hours or the pay for such hours, please contact Human Resources. Full time employees, regardless of their main place of business, are expected to dedicate all of their professional time to their Lighthouse Academies responsibilities.

**Non-exempt employees may not work overtime without prior written approval from your Supervisor. Non-exempt employees who work overtime without prior approval will be subject to discipline up to and including termination.**

**Solicitation and Distribution**

Working time is, of course, for work – preparing our students for college. We want to ensure that employees and students' learning time is not interrupted and that our schools and offices are not cluttered with litter by others who wish to solicit for their own or others' purposes (either business or charitable) or memberships in organizations. For these reasons, employees are expected to observe strictly the following rules:

- Do not solicit employees for any activity or purpose while either the employee(s) doing the soliciting or the employee(s) being solicited is on working time. "Working time" does not include approved break or meal periods.
- Do not distribute literature (that is, printed matter of any kind) on working time or in working areas at any time.
- Non-employees are prohibited from soliciting or distributing any written or printed material of any kind for any purpose on LAA or LAPB property at any time.
- Do not post on the premises, including bulletin boards and E-mail, any notices, signs or written materials. LAA and LAPB's bulletin boards are reserved for official LAA and LAPB's communications, such as job openings and LAA or LAPB's memoranda. Similarly, E-mail is for LAA or LAPB's business use only.

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The only exception to the foregoing will be activities related to LAA or LAPB-sponsored charities and activities. Exceptions to this policy may be made at any time by the Chief Executive Officer of LHA.

**Attendance**

Unless your absence is permitted or excused under LAA or LAPBs paid time off policies, or you have been granted a leave in writing by Human Resources, you are responsible for being at work, arriving on time and not leaving early. If you are going to be absent or late, it is your responsibility to call the office as soon as possible during each day of your absence, preferably in advance of lateness and no later than one hour after the start of the workday. If you are absent for more than three consecutive days, you may be required to provide written documentation from your physician.

An employee who is absent for reasons other than those permitted or excused by the Lighthouse Academies policies, or who fails to provide notice as required, will be subject to appropriate corrective action, up to and including discharge. In addition, an employee who is late or leaves early will face corrective action, up to and including discharge. An employee may not take an unpaid day off, and may not take a day off from work beyond accrued sick or PTO time, without the prior approval of the Principal or Supervisor.

Administration employees, including those working at a school site, are expected and required to work normal business hours during academic holidays and vacations.

**General Complaint Procedure**

Any employee may voice a complaint or concern to their supervisor. If the employee is not satisfied with the response, he/she may bring the concern or complaint to the Regional Vice President. If not satisfied with the response of the Regional Vice President, the employee may bring the concern or complaint to the Chief Executive Officer of LHA.

**Business Conduct**

In the event that you become aware of another employee's behavior or actions that you believe, are inappropriate, illegal, problematic, or in any way inhibit or affect your job performance or the LAA or LAPB work environment, you should discuss such behavior or actions with your Supervisor, Regional Vice President, or Chief Executive Officer. All reasonable concerns will be promptly, thoroughly and confidentially investigated by LAA or LAPB, and, where necessary, appropriate corrective action will be taken.

**Personal Conduct**

LAA and LAPB respect the privacy interests of its employees and recognize their desire to conduct their personal lives free from interference from LAA or LAPB. Nonetheless, employees should keep in mind that, even while off-duty, they represent LAA or LAPB to the public and should strive to preserve LAA and LAPB's reputation. In addition, certain types of off-duty conduct may reflect poorly upon an employee's character and judgment and thereby influence his or her standing as a Lighthouse Academy employee. Therefore, employees who engage in unprofessional or criminal conduct or other serious misconduct off-duty may be subject to disciplinary action by LAA or LAPB, including termination of employment, if such conduct is determined by management to be harmful to our corporate image, inconsistent with expectations of our employees, or otherwise adversely affects our legitimate business interests.

**Drugs and Alcohol**

LAA and LAPB are a drug-free, alcohol-free, smoke-free workplace. LAA or LAPB will not tolerate alcohol or illegal drug use, or being under the influence of either, on the job at any site, whether a school, LAA or LAPB property, or visit to a third party. Furthermore, employees may not distribute, possess, manufacture, use, dispense, or sell alcohol or illegal drugs at any time on LAA or LAPB property.

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Employees who violate this policy will be subject to corrective action, up to and including discharge. Employees convicted on charges related to alcohol or drug use, must report the conviction to their Supervisor within five (5) days of the conviction date. Employees facing charges or arrest related to alcohol or drug use or distribution or other offense occurring on school property must report this to their Supervisor within five (5) days of the arrest or filing of charges. Failure to do so will result in disciplinary action up, to and including discharge.

An employee who is taking prescription drugs which may affect his/her ability to safely and effectively perform his/her job must report this to their Supervisor immediately. LAA and LAPB will attempt to make reasonable accommodations to allow the employee to continue working while taking medications.

Lighthouse Academies of Arkansas Inc. and Lighthouse Academies of Pine Bluff, Inc. employees may access information on programs and services by going to [www.arbenefits.org](http://www.arbenefits.org) and clicking on school employees.

**Smoking**

Smoking is not allowed in either LAA or LAPB's offices or at any school sites, outdoors or indoors.

**Food and Beverages**

All employees are personally responsible for keeping the area around their workstation clean and presentable to visitors, as well as protecting the computer equipment from damage. Employees are also responsible for returning meeting areas to a clean and presentable condition after use.

**Workplace Attire**

LAA and LAPB have adopted a business casual dress environment. However, employees are expected to use good judgment and taste, to maintain personal hygiene and to show courtesy to their co-workers and associates by dressing in a fashion that is presentable and appropriate. All LAA and LAPB employees are expected to dress in a manner, and to present themselves in a manner, which presents a good example to each of our students. Examples of what employees should not wear include sweats or other athletic attire, t-shirts, halter or tank tops, jeans or denim, no sneakers, no flip flops or similar types of shoes. Underclothing should never be exposed. Clothing should not have holes or rips, should not be tie-dyed or otherwise discolored, such as by paint stains. All clothing must be tasteful, respectful and professional. Of course, a physical education teacher or an adult accompanying the students on a field trip may need to wear sneakers or similarly appropriate clothing.

LAA, LAPB and the school Principals reserve the right to notify any Employee if certain attire is not deemed appropriate for the workplace.

**Telephone Use, Cell Phones and Other Personal Technology**

Personal telephone calls should be kept to a minimum and personal toll calls should not be made at the expense of LAA or LAPB or of any school. Employees should not make personal calls at a time when they have any responsibility for supervising any child(ren), except in the event of an emergency.

Staff may not use cell phones, PDA devices, camera phones or other technology devices when teaching or otherwise supervising children. These devices may not be used during any staff meeting or meeting with any third party (parent, vendor, consultant, funder, etc.). Prohibited uses during these times include making or receiving calls, sending or receiving text messages, taking pictures, or checking email. Staff members may not send any text messages to any student. All communication outside of class between a staff member and any student, including text messages, emails, photographs and phone calls, must go through the student's parent.

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Staff may not use their own laptops in any LAA or LAPB site without the prior written consent of the Chief Information Officer.

**Parking**

LAA and LAPB are not responsible for loss, theft, or damage to your vehicle or to any personal belongings left in your vehicle. Please park your vehicle at each site where indicated by signs or by personnel regularly working at that site.

**Personal Property**

LAA and LAPB do not assume responsibility for any personal property brought by employees to its premises. Employees are to use their own discretion when choosing to bring personal property into the office, and do so at their own risk. Additionally, employees may not bring or display in the office any property that may be viewed as inappropriate or offensive to others.

**Office Security**

It is each employee's responsibility to make sure the office is secure at the end of each business day. The last employee to leave the office at night is responsible for making certain that all filing cabinets, doors and windows are locked and the alarm is set. No more than \$50.00 in cash may be kept in a school office overnight. Please review school procedures for more details.

**Privacy in the Workplace Policy**

The working environment does not provide the same degree of privacy experienced at home. Offices, desks, telephones, lockers, and computers are furnished for business purposes, and remain the property of LAA or LAPB. Any content therein may require that they be opened to authorized management representatives. For that reason, an employee's use of an office, desk, telephone, locker, voicemail, email, or computer will not be considered private. In addition, to promote quality assurance, telephone calls made by all employees are periodically monitored by LAA or LAPB. Furthermore, electronic data transmissions, as well as computer data of any type, are subject to monitoring, and desks and offices may be opened as management deems appropriate. To avoid embarrassment or other difficulties, employees should not discuss private matters over business phones, voice mail or electronic mail, nor should employees bring personal property and materials (especially flammable articles, drugs, personal alcohol-containing products, firearms, weapons of any type, explosives, or any other illegal or inappropriate item) onto LAA or LAPB's premises.

If requested by management of LAA or LAPB, employees are required to submit to a search of any pocket, package, purse, gym bag, briefcase, tool box, lunch box, or other container brought onto LAA or LAPB's premises, and to submit to a search of a desk, file, locker, other stationary containers, data files, voicemail, or email provided by LAA or LAPB. Failure to cooperate in a requested search is cause for termination.

**Confidential Information and Records**

LAA and LAPB require that employees not disclose information considered to be confidential by LAA or LAPB, including employment records, salaries and trade secrets. All new employees are required to sign a non-disclosure agreement. Employees are also subject to any restrictions listed under their offer letter. Any questions about this policy should be addressed to the Chief Executive Officer of LHA.

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LAA and LAPB's employees may upon occasion obtain access to student records. Applicable state and Federal statutes govern such access. These records are confidential and may not be removed from the school and may be used by LAA or LAPB's employees only for the performance of their job duties. All employees must abide by applicable laws, including the Family Educational Rights and Privacy Act (FERPA), in regard to the confidentiality of student information. Employees may not use student pictures, student work or any information related to students for personal use either during the work day or outside the workplace.

Should any employee wish to receive a copy of his/her own personnel file, a request must be submitted in writing to the Principal, Regional Vice President or the Chief Executive Officer. All such requests will be honored as required by law.

**Intellectual Property and Assignment of Rights**

All materials, reports, plans, analyses, designs, presentations, and writings or compilations of any kind that are produced by the employee in connection with his/her employment shall be the sole and exclusive property of LAA or LAPB, unless derived from materials already owned by the employee. The employee agrees to promptly execute any documents necessary to verify LAA or LAPB's ownership of all such materials.

**Employee Photographs**

As part of our pursuit of our extraordinary mission of preparing students for college using our rigorous arts-infused program, we may use your photograph to market LAA or LAPB. Materials may include one or more of the following: print materials including folders, flyers, advertisements, billboards and signs, and our website. We may include your name and a short bio or quote depending on the purpose. We will not include any confidential personal contact information. By agreeing to allow us to use your picture, we may continue to do so even if you are no longer an employee of Lighthouse Academies, Lighthouse Academies of Arkansas, Lighthouse Academies of Pine Bluff, or your local board.

**Competing Employment**

Due to the nature of our business, employees are restricted from certain associations or working arrangements with competing or conflicting organizations. You may not work for other competing businesses during the course of your employment with LAA or LAPB. All employees are also subject to any restrictions listed under their non-disclosure agreement. Employees may not engage in any other type of employment during hours when they are working for LAA or LAPB. You must notify LAA or LAPB of any other employment, which may present a conflict with your position at LAA or LAPB.

**Agreement Limiting Certain Unfair Activities**

LAA and LAPB employees must sign a non-compete confidentiality agreement with their offer letter. Employees should direct any questions they have on this agreement to their Supervisor.

**Non-Solicitation**

**During the period of your employment and for a period of one year after the termination of your employment with LAA or LAPB, you shall not, directly or indirectly, (i) solicit for employment or employ any person who was employed by LAA or LAPB during your employment with LAA or LAPB; or (ii) call on, solicit, or take away for yourself or for any other person or entity any person, student or entity who or**

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**which was a customer of LAA or LAPB during your employment with LAA or LAPB. All employees are also subject to any restrictions listed under their employment letter.**

**Employment of Relatives and Others**

No person can be hired or otherwise employed by LAA or LAPB if the person is a relative of a LAA or LAPB employee, unless the employee discloses the relationship to LAA or LAPB prior to the person being offered a position with LAA or LAPB. In such cases, the Chief Executive Officer of LHA will make the decision as to whether to hire the person. Employees should also notify Human Resources where a job applicant is a business associate or close friend of the employee. In cases where the relationship is not disclosed prior to an employment decision, both employees may be subject to discipline, including termination.

**Visitors in the Workplace**

In order to allow employees to perform their work free from unnecessary distractions, LAA and LAPB employees should generally refrain from having personal visitors at the workplace. On rare occasions, it may be necessary for a child to accompany a parent to work. In those situations, the employee must obtain approval from the Principal in advance.

All visitors must sign in at the office and obtain a visitor's badge and wait in the office until they can be escorted by an employee. No unescorted visitors are permitted in the school. While a visitor is under your care, it is your responsibility to ensure that they comply with all Lighthouse policies and applicable laws.

**Contractors and Third Party Vendors**

LAA or LAPB may authorize the use of contractors and consultants for various services, including but not limited to: physical therapy; speech professional development; maintenance and transportation. The school is responsible for ensuring that independent contractors comply with Lighthouse policies, this Handbook, and applicable laws. Employees are required to report to the school Principal immediately any violation of a Lighthouse policy.

**Expense Reimbursement**

LAA or LAPB will reimburse employees for reasonable business expenses, including travel, if approved in advance by your immediate Supervisor. Employees requiring assistance with travel in advance must contact their Supervisor. Employees must refer to the Travel and Reimbursement Policy for specifics about travel and reimbursement procedures. No expenses will be reimbursed which violate the Travel and Reimbursement Policy. Expenses which are submitted more than thirty (30) days after the expense was incurred will not be reimbursed to the employees, unless there are exigent circumstances.

**Meals, Tickets, Food and Other “Gifts” from Third Parties to Employees**

“Gift” shall include a meal, a drink(s), a ticket(s) to a sporting or other event, food, or any other item that a vendor, authorizer or individual, including parents, offers to a Lighthouse Academies, Inc, Lighthouse Academies of Arkansas or Lighthouse Academies of Pine Bluff employee.

Employees may accept meals and other items of a value less than \$30.00 from third parties, provided they do so within these guidelines and provided further that:

- A meal eaten while conducting business may be accepted provided a reasonable person would not consider it to be extravagant. Alcohol should be consumed at business functions only in moderation and only in the evening.

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- No business, purchasing or other decision will be in any way based on the receipt of or value of the gift.
- All LAA and LAPB personnel will at all times conduct themselves with the utmost integrity and honesty.
- Upon accepting any gift valued at more than \$30.00, the Employee shall list the item, date and estimated value on a spreadsheet on the Extranet.

For other gifts, the Employee should send an email to the Chief Executive Officer detailing the third party, gift, date, estimated value, and any pending transaction with the third party. The Chief Executive Officer will then have sole discretion to approve or disapprove of the acceptance of the gift. If the gift is not approved and is already in possession of the employee, it shall be returned to the sender.

**Corporate Credit Cards**

Corporate credit cards, such as Visa or American Express, are for business use only and may not be used for personal items or services. Employees must review the Travel and Reimbursement Policy before accepting or using corporate credit cards. Credit cards are generally issued only to school Principals and corporate employees who travel on business.

**Recruiting Referrals**

LAA and LAPB have a policy of financially rewarding employees who refer to us other dedicated, qualified staff members. Please see your school Principal for site details on this plan.

**Absences: Time Off and Holidays**

**Paid Holidays**

The following are paid holidays for full time administrative employees. The following are the only paid holidays for corporate employees and administration employees, as defined above:

New Year's Day

Martin Luther King, Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

½ day prior to Thanksgiving Day

Thanksgiving Day

Day after Thanksgiving

½ day on Christmas Eve day

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Christmas Day

In addition, all school buildings will be closed for two days between December 24 and January 1. The two day closure time will be determined by the Regional Vice President. School based administrative personnel will not be required to work during this time and will not be charged PTO for these days.

An announcement by LAA or LAPB shall be made regarding days off should any of the above holidays fall on a Saturday or Sunday. The above holidays are the only holidays for administrative employees, including Principals, Director of Instruction, school office managers, all corporate staff, and others designated as administrative employees in their employment letters.

**An employee must work the day before and after a holiday in order to be paid for the holiday, unless the employee receives prior written approval from his/her Supervisor.**

An employee may convert one or more of the above-listed paid holidays to a floating personal day off, with prior written approval from the employee's Supervisor. This must be recorded in HRB system.

Note: LAA or LAPB will make reasonable efforts to accommodate holidays pertaining to an employee's established beliefs that do not fall on the paid holidays listed. The employee may use PTO or a floating holiday for such purposes. Employees should speak with the school Principal, Regional Vice President, or the Chief Executive Officer of LHA to obtain approval for taking time off to observe such holidays.

**Paid Time Off**

Employees may need time off for short term illness and to address personal business. Full-time, Administrative and Academic Employees will begin to accrue will accrue Paid Time Off which includes Sick Leave at a rate of one (1) day a month each year of their work year. Leave will be prorated based on the days worked in a month and a year. This leave accrues on the last day of each pay period.

PTO does not accrue while the employee is on an unpaid leave of absence. On occasion, an employee may have to work on a Saturday for professional development, to attend a conference or other reason. This is considered to be part of the responsibilities of an exempt employee and "comp time" will not accrue. Non-exempt employees will be compensated on an hourly basis for all time worked, including Saturdays.

An employee will not be paid for time above what is accrued without the approval of the Supervisor and the Regional Vice President of LHA. Excessive use of time off, paid or unpaid, without proper medical documentation may result in employment discipline. An employee needing to take a PTO due to illness during the first sixty (60) days of employment shall be required to present medical documentation to the school Principal. The following rules and guidelines are designed for the proper use of PTO in the event of illness:

- If you are not able to report to work, you must notify the office/school via telephone or have someone call for you as early as possible.
- For each school site, notify the person responsible for securing substitutes.
- If you must leave the office/school before closing time because of illness, you must inform your Supervisor prior to your departure. Children may never be left unsupervised.
- If you are absent because of sickness or disability for more than three consecutive days, and the medical information submitted is not, in the discretion of Lighthouse Academies, sufficient to establish inability to work, the employee may be required to submit to an examination by a doctor selected and paid for by Lighthouse Academies. You may use PTO to care for your sick or injured

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children or family members living in your household on the same terms that apply to use for your own illnesses or injuries.

- In case of an extended absence, you should consult other sections of this handbook and your insurance plan booklet to see whether you are eligible for short-term or long-term disability leave.
- Any accrued PTO or sick time may be required to be exhausted before payment of STD or LTD benefits.
- If an employee is unable to get to school because of lack of transportation or snow or other similar reason, the day will be deducted from accrued leave.
- No accrued Paid Time Off will be paid out upon termination with Lighthouse Academies but can be transferred to another school district.

**Reporting Time Off**

Employees are responsible for keeping accurate records for the time that they work in accordance with current Lighthouse procedures. Any employee caught falsifying time records for themselves or for others will be disciplined, up to and including discharge.

**Academic Employees Compensation (See General Policies)**

Academic Employees are required to work at least 210 days annually, including the 190 days when school is in session and the 20 days when professional development is provided at the school. At the end of each school year all Academic Employees are paid the balance of their annual salary that was earned but not yet paid out on June 30<sup>th</sup>. These payments will have any applicable deductions taken out for the remaining scheduled pay dates in July and August.

**Time Used Beyond Accrued Time**

An employee who leaves Lighthouse Academies, for any reason, and has taken off more leave than had been accrued will have this “negative balance” subtracted from the last or penultimate paycheck in accordance with applicable law. For example, if any employee has accrued three days but has taken five days and decides to leave Lighthouse Academies, pay for the two excess days may be subtracted from the employee’s final or penultimate paycheck. Any balance due to Lighthouse for any deductions, including healthcare or other benefits may be billed to the employee at the discretion of Lighthouse Academies.

**Family and Medical Leave**

In compliance with the Family and Medical Leave Act of 1993 (FMLA), LAA or LAPB will grant up to 12 weeks of leave during a 12-month period to an “eligible employee” for one or more of the following reasons:

- The birth of a child and to care for such child or placement for adoption or foster care of a child;
- To care for an immediate family member (spouse, child, parent) with a serious health condition;
- Because of a serious health condition which renders you unable to work; or
- Because of any qualifying exigency (as defined by U.S. Department of Labor regulations) arising out of the fact that your spouse, son, daughter or parent 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.
- An eligible employee also may take Service Member Family Caregiver Leave to care for a spouse, son, daughter or next of kin who is a covered service member, defined as 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 employees are entitled to a total of 26 weeks of unpaid Service Member Family Caregiver Leave during a 12-month period. This leave shall be available only

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during a single 12-month period. If an employee takes other leave covered by the federal FMLA under numbers 1-4 above, the combined leave shall not exceed 26 weeks during that 12-month period.

- A husband and wife, when both are eligible for FMLA and both work at LAA or LAPB, are eligible for a combined 12 weeks unpaid leave during any rolling backward 12-month period if the leave is taken:
  - For the birth of the employee's son or daughter or to care for the child after birth;
  - For placement of a son or daughter with the employee for adoption or foster care, or to care for the child after placement;
  - To care for the employee's parent with a serious health condition; or
  - Because of any qualifying exigency (as defined by U.S. Department of Labor regulations) arising out of the fact that the employee's spouse, son, daughter or parent 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.

A husband and wife, when both are eligible for FMLA and both work at LAA or LAPB, are eligible for a combined 26 weeks unpaid leave of Service Member Family Caregiver Leave during the single 12-month period described earlier in this policy. If the husband or wife takes leave for one of the reasons described in items 1-4 above, that leave also may count toward the 26 weeks of combined leave during that single 12-month period.

If an employee who wishes to take family or medical leave has accrued paid leave (for example, PTO or sick leave), LAA and LAPB requires that all available paid leave in excess of three days be taken and exhausted before any unpaid family or medical leave may be used. FMLA leave is used instead of, and not in addition to, any other leave.

For example, present LAA or LAPB policy allows employees to take paid leave when they have a serious health condition that prevents them from working. Therefore, employees with such a condition must exhaust all earned paid time off leave in excess of three days. Eligible employees may take unpaid leave for any balance of the 12-week family medical leave period or use their remaining paid time off leave. An employee who takes family leave in order to care for the employee's seriously ill parent, spouse, or child will likewise be required to substitute any earned paid sick leave available to the employee for that purpose, as well as accrued PTO in excess of three days, before taking unpaid leave for any balance of the 12-week leave period. In no case will FMLA be granted for more than 12 weeks unless governed by state or federal law. Additional unpaid time may be granted by the CEO, as defined in the section "Leaves of Absence", below, and will no longer be protected by FMLA laws.

The phrase "serious health condition" means an illness, injury, impairment, or physical mental condition that involves:

In-patient care (i.e., an overnight stay) in a hospital or other medical care facility (including any period of incapacity or any subsequent treatment in connection with such in-patient care);

A period of incapacity of more than three (3) consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves (i) treatment two (2) or more times by a health care provider or under the supervision of a health care provider, or (ii) treatment by a health care provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of a health care provider;

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- Any period of incapacity due to pregnancy, or for prenatal care;
- Any period of incapacity due to a chronic serious health condition;
- A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, during which the employee (or family member) must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider; or
- Any period of absence to receive multiple treatments by a health care provider or under the supervision of a health care provider, either for restorative surgery after an accident or other injury, or for a condition that will likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.

The definition of “incapacity” is defined by law but generally means the inability to work or perform other regular daily activities due to the serious health condition, treatment therefore or recovery there from.

An employee taking medical leave also may be entitled to benefits under a short-term disability policy for all or part of the unpaid leave period, if applicable. It is the employee’s responsibility to file a claim with the insurance provider.

Employees who are “Eligible”. Employees are eligible to take family or medical leave (FMLA) if they have worked for LAA or LAPB for at least 1250 hours in the preceding 12 months.

Meaning of the “12-Month period”. The 12-month period during which an eligible employee can take leave under this policy is measured backward on a “rolling” basis from the date when an employee uses any such leave. An employee’s leave entitlement consists of any balance of the 12-weeks, which has not been used during the immediately preceding 12-month period.

Advance Notice Requirement. Whenever the need for leave is foreseeable, an employee must give LAA or LAPB at least 30 days’ advance notice before leave will commence. Forms for leave requests are available from the school Office Manager.

When the leave is not foreseeable 30 days in advance, an employee must give LAA or LAPB notice within two working days of learning of the need for leave, absent extraordinary circumstances. If the need for leave was foreseeable, but the employee failed to give timely notice to LAA or LAPB, then LAA or LAPB may deny the taking of the leave until 30 days after the date of the employee’s request.

Mandatory Medical Certification. Any employee requesting leave because of a serious health condition of the employee or their parent, spouse or child must provide LAA or LAPB with appropriate medical certification. The certification must be signed by the appropriate health care provider and submitted to the School Principal or Chief Executive Officer of LHA. The employee should submit the medical certification form along with their leave request; LAA or LAPB may provisionally grant the leave until the required certification is provided. LAA or LAPB, at its discretion, may require an employee seeking leave because of a serious health condition to obtain a second opinion, at LAA or LAPB’s expense.

While an employee is on leave, subsequent recertification of a medical condition may be required in appropriate circumstances, such as when an employee seeks to extend the leave or there is a change in the serious health condition for which the leave is taken.

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Intermittent or Reduced Leave. When medically necessary, an employee may take “intermittent” leave (two or more separate leave periods) or “reduced” leave (where an employee works fewer hours per day or per week than his/her regular schedule). In such cases, the total number of hours or days of leave taken by the employee is limited to the equivalent of 12 workweeks for that employee. An employee must make a reasonable effort to schedule the leave in a manner that will not unduly disrupt LAA or LAPB’s operations, including the students’ schedules. LAA or LAPB may transfer an employee to an available alternative position that has the equivalent pay and benefits and for which that employee is qualified, if that position can accommodate recurring periods of leave better than the employee’s regular job.

Benefits. An employee who takes leave will not lose employment benefits that were accrued prior to the date when leave commenced. However, an employee will not accrue sick or paid time off leave during any unpaid leave period. Health, dental, life and disability insurance coverage will be continued by LAA or LAPB during FMLA leave, subject to the conditions stated below.

Health and Dental Insurance Coverage. An employee who is on an approved FMLA leave will be maintained on LAA or LAPB’s group health insurance plan at the same level, with the same coverage, and under the same conditions as if they had not taken the leave. An employee on paid leave will have their share of the premium payments deducted from their pay in the usual manner. An employee on unpaid leave is responsible for making timely payments to LAA or LAPB for their share of the premium payments, in accordance with the schedule established by the school’s Office Manager before unpaid leave commences, in order to avoid cancellation of their health and dental insurance.

If an employee fails to return to work at the end of the leave period, due to circumstances other than the continuation, recurrence, or onset of a serious health condition or due to circumstances beyond the employee's control, the employee must reimburse LAA or LAPB for health and dental insurance premiums paid by LAA or LAPB while the employee was on unpaid leave. LAA and LAPB requires sufficient medical certification of an employee’s inability to return to work because of such a serious health condition before the employee will be released from the requirement to reimburse LAA or LAPB for health and dental insurance premiums paid during the employee’s leave period. LAA or LAPB will deduct unreimbursed premiums from any amounts owed by LAA or LAPB to the employee.

Employee Reporting Requirements During Leave. An employee on leave must report to the School Principal or Chief Executive Officer of LHA every 30 calendar days on their status and intent to return to work. LAA or LAPB’s obligations under the FMLA (including maintenance of health and dental insurance coverage and restoration to any equivalent position) cease when an employee gives LAA or LAPB notice of his or her intention not to return to work.

Medical Certification of Fitness to Return to Work . Prior to an employee's return to work, he/she must submit a certification of fitness for duty to LAA or LAPB.

Restoration to Position. Upon return from leave, an employee will generally be restored either to the same position he or she held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Because of the effect on students, there is a possibility that an employee may not return to a position with identical responsibilities. Pay and benefits will be maintained at the same level. However, an employee may have to finish the school year in a different position in

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order to minimize the disruption to students. In some circumstances, such as a reduction in force, an employee may not be reinstated from FMLA leave.

**Leaves of Absence for Illness, Disability, or Pregnancy**

An employee who is not eligible for FMLA leave may request an unpaid Leave of Absence for illness or disability of up to six (6) weeks by contacting LHA's Payroll and Benefits Manager in writing. The Payroll and Benefits Manager will then guide the employee through the application process, which shall include providing medical documentation of the need for the leave of absence. Only the Regional Vice President of LHA may grant a Leave of Absence.

The decision of whether or not to approve the leave of absence shall be made on a case-by-case basis, primarily considering the medical need, but also factoring in the employee's discipline record, if any, length of employment, and business needs. Absent extraordinary circumstances, an employee will not be granted a leave of absence unless and until the employee has worked for Lighthouse for at least six consecutive months (which includes summer months for teaching staff).

**Notification Requirements**

Employees must give at least thirty (30) days' advance notice in writing to Regional Vice President before a requested leave is to begin if the need for the leave is foreseeable. If thirty (30) days' notice is not possible, the employee should make the request as soon as possible.

LAA or LAPB may ask the employee for re-certification at reasonable intervals, if (1) the employee requests an extension of his/her leave (which will be limited to six weeks); (2) the circumstances described by the employee's original certification have changed significantly; or (3) LAA or LAPB learns of information that casts doubt upon the continuing validity of the employee's original certification.

**Reinstatement**

The employee must notify their supervisor in writing at least three working days prior to the scheduled date of return, including providing medical certification the employee is able to return to work. If the length of the leave was not established, or if it differs from the employee's original agreement, the employee will be returned to work within five business days, where feasible, after written notification has been provided to LAA or LAPB's Payroll and Benefits Manager, including medical certification, of the employee's readiness to return.

A written release from the health care provider must certify that the employee is able to perform all of the essential duties of his/her job, with or without reasonable accommodation. You will not be able to return to work and your pay will not resume until this medical certification has been provided. *Failure to submit this medical certification in a timely manner may result in discharge from employment.*

LAA or LAPB will reinstate an employee to the job he/she held before the leave began, unless one of the following conditions exists:

- The employee would not otherwise have been employed in the same job at the time reinstatement is requested for legitimate business reasons related to the leave; or
- The job could not be kept open or filled by a temporary employee without

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- substantially undermining the ability of LAA or LAPB to operate
- efficiently or a another change in personnel may harm the students' education; or
- The employee is a highly compensated employee, one who is among the highest paid 10% of all LAA or LAPB employees.

If LAA or LAPB cannot reinstate an employee to his/her exact job, it will offer the employee a comparable position consistent with the law provided that a comparable position exists and is available, except in the case of highly compensated employees. The employee may need to take an alternative job for the remainder of the school year in order to minimize disruption to the students.

**Integration with Other Benefits**

Leaves of Absence are unpaid, to the extent not covered by the employee's accrued PTO. To the extent an employee receives compensation under a disability insurance policy, PTO will not be deducted from the employee's accrued time.

Accruals of PTO and sick time and holiday benefits will be suspended during the unpaid portion of leave and will resume upon return to active employment. For the purpose of accrual rates for PTO, time taken will not count as "time worked" toward the next level of accrual.

Subject to the terms conditions and limitations of the applicable plans, LAA or LAPB shall continue to provide health insurance coverage for up to the duration of the leave. During the leave of absence, the employee will be responsible for the full costs of these benefits under COBRA, or similar state statues if the employee wishes to continue coverage. When the employee returns from leave, benefits will resume as an employee, according to all applicable plans. If the employee fails to return from leave or terminates his/her employment within six months of the return to work, LAA or LAPB shall recover any health premiums that may have been paid by LAA or LAPB on the employee's behalf during any unpaid periods of leave.

**Personal Leave of Absence: Non-medical**

Requests for personal leave without pay are considered individually and granted at the discretion of management. For school employees, the leave must be approved by both the Principal and the Regional Vice President. The reason for the request, the employee's length of service, the employee's work record, and the demands of the individual's job are examples of the types of factors typically considered in evaluating a request for personal leave of absence. A request for personal leave of absence may be granted only if the employee is not eligible for any other type of leave. An employee may not be on personal leave of absence for more than two (2) months in a calendar year. The section "Integration of Benefits", above, applies during this type of leave.

**Bereavement Leave**

When a death occurs in an employee's "immediate family", an employee may take up to three (3) days with pay in order to attend the funeral or make funeral arrangements. In unusual circumstances, additional time off may be granted, with or without pay, at the discretion of Human Resources. For purposes of the funeral leave policy, "immediate family" means an employee's spouse or child, stepchildren, as well as a parent, grandparent, brother, or sister of the employee or the employee's spouse. Employees will also be granted one day to attend the funeral of a close relative. A close relative is considered to be an employee's aunt, uncle, cousin, niece or nephew.

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**Jury Duty**

Employees summoned for jury duty will be allowed the necessary time off from work to perform this civic responsibility. Employees must give LAA or LAPB as much notice as possible. LAA or LAPB will pay such employees the difference between their regular salary and any jury duty fees received for a maximum of three (3) days. Employees will be expected to report to work during all regular hours if their presence is not required at the courthouse. LAA and LAPB requires employees to supply documentation from the court affirming the employee's jury duty service. Please notify the Principal or Regional Vice President as soon as you receive the jury summons.

**Witness Leave**

If you are summoned as a witness, you will be given the time off for that purpose. Please notify the Principal or Regional Vice President as soon as you receive a summons. You may elect to use PTO or take this time as unpaid.

**Military Duty**

A Military Leave of Absence will be granted to employees who are absent from work because of service in the United States uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act ("USERRA"). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

Military Leave is unpaid. Continuation of health insurance benefits is available as is required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plan for which the employee is otherwise eligible. Employees may continue their health insurance benefits but are responsible for paying the health insurance premiums. Vacation and holiday benefits will not accrue during the unpaid portion of a Military Leave of Absence.

Employees on Military Leave for up to thirty (30) days are required to return to work on the first regularly scheduled day of work after the end of service, allowing reasonable travel time. Employees on longer Military Leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from Military Leave within five (5) years will be placed in the position they would have attained had they remained continuously employed or in a comparable position depending upon the length of military service in accordance with USERRA. Employees will be treated as if they were continuously employed for purposes of determining benefits based on length of service.

Employees should contact the Regional Vice President for more information or questions about Military Leave.

**Other Employee Benefits**

Insurance coverage through Lighthouse Academies of Arkansas or Lighthouse Academies of Pine Bluff in accordance with the provisions of the plan for active employees. A school employee who is not returning for the following school year is no longer considered "active" once the school year ends.

**Insurance for Lighthouse Academies of Arkansas, Inc. & Lighthouse Academies of Pine Bluff, Inc Employee Only**

Lighthouse Academies of Arkansas and Lighthouse Academies of Pine Bluff offer medical coverage and other benefits to certified and non certified employees who work 900 hours or more a year and meet other plan requirements. The percentage paid by Lighthouse Academies and the eligibility requirements for the specific

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coverage, eligibility periods and benefits payable under the plans offered are described in insurance brochures, which may be obtained from the Office Manager.

Premiums and coverage may change from time to time, at the sole discretion of Lighthouse Academies. Eligible employees are all full-time employees, as defined earlier in this handbook. The descriptions in this handbook are a summary only. The separate plan documents explain each benefit in more detail and the language of the plans' documents controls the various plans. Benefits may be modified, added or terminated at any time by the insurance Lighthouse Academies or benefit provider, per the terms of the plan, or by Lighthouse Academies, at its sole discretion. If there is a discrepancy between the benefit description in the employee handbook and the plan document, the plan document is controlling.

**Worker's Compensation**

Injuries arising out of and occurring in the course of the employee's work for LAA or LAPB are covered by the LAA or LAPB worker's compensation insurance policy. If you are injured on the job, you must report it immediately to your supervisor. Failure to immediately report a work related injury may result in discipline and result in a denial of your claim. You must fill out any and all applicable paperwork provided to you, as well as any guidelines provided to you by our insurer.

Please be advised that LAA and LAPB abide by all of the requirements of state worker's compensation requirements and will not retaliate against any employee for filing a worker's compensation claim.

Please be aware that there may be a waiting period for your first payment. Accrued leave time may be used during this period. If none is available, then the days will be unpaid.

Decisions to grant worker's compensation benefits are made by the applicable worker's compensation insurance carrier and not by LAA or LAPB. After filing your claim, you will be given information on how to appeal any denial of benefits.

**COBRA and Qualifying Events**

The Consolidated Omnibus Budget Act of 1986 or "COBRA" refers to the continuation of group insurance benefits after a qualifying event. Employees and covered dependents will have the opportunity to continue insurance benefits at their own expense under COBRA for the following reasons:

- Termination of employment at LAA or LAPB, except for gross misconduct
- A reduction in hours terminating an employee's eligibility for insurance coverage
- Dependent ceases to be a dependent based on age, marriage, or completion of schooling
- Divorce or legal separation from spouse
- Loss of spousal insurance coverage
- Employee is deceased (covered dependents would be eligible)

Effective February 20, 2009, persons known as "assistance eligible individuals" will be considered to have paid the required COBRA premium if they pay 35 percent of the COBRA premium. The remaining 65 percent will be paid on their behalf generally by the former employer who will be reimbursed by the government in the form of a credit to payroll taxes owed by the employer to the Internal Revenue Service.

Any assistance eligible individual is a person who is eligible for and elects COBRA coverage and who was involuntarily terminated from employment on or after September 1, 2008 and on or before February 28, 2010.

In the event of a qualifying event, you or a family member must notify your office manager within thirty (30) days of the qualifying event. Failure to notify LAA or LAPB within thirty (30) days may result in loss of

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insurance coverage for yourself or a member of your family, including a newborn. You may be required to show written documentation of the qualified event. LAA or LAPB will then notify you or the individual who qualifies for continued coverage of their right to elect COBRA.

**Teacher Communication Policy**

**Home Visits**

All students will receive a home visit prior to the start of the school year and additional visits may be scheduled throughout the year. The purpose of these visits is to help establish clear communication between home and school. A staff member will review the Family Student School Compact, share expectations of the school, answer parent questions, and confirm the student's plan to attend the school in the summer/fall.

**Conference between Parents/Guardians, Student, And Teacher**

Our goal is 100% parent participation in parent-student-teacher conferences! To provide more information to you about your student, teachers will schedule up to four conferences each year with you. At these conferences, parents/guardians will see work samples from each class and hear in greater detail about their student's successes and struggles. Students in the Upper Academy will be taught to lead these conferences (with the teacher there for support and to fill in any gaps). Together, teachers, parents/guardians, and students will create student learning plans. These plans will include clear statements about current progress levels and goals for improving problem areas. These learning plans may be modified as necessary during the school year. Parents/guardians may request a conference at any time and as often as they see a need. In addition to quarterly conferences, a parent/guardian may request a conference via phone, email or by sending a note to the teacher.<sup>1</sup>

**Communication with Parents**

The Principal will utilize the all school calling system to notify parents of key events and announcements. The Principal will provide a Weekly Newsletter to Parents about school events and opportunities for parental involvement. Teachers will provide parents with a weekly to bi-weekly newsletter informing parents of key assignments and grade level and class information.

**Grades, Report Cards and Mid Term Reports**

Teachers will report each student's progress at least four times during the school year. The grading system is included on the report card. Parents will also have access to student grades through the parent portal of Power School.

**Report Cards** will be delivered and reviewed at parent-teacher-student conferences. If a parent/guardian is unable to participate in a conference, the school will work with him or her to set up another time to meet. These reports inform you as to your child's mastery of the state required subject matter and where your student needs to improve. The report card must be signed by the parents/guardians. Kindergarten through fourth grade report cards give feedback based on a year-long skills continuum; 5th grade and up focus on mastery of specific skills each quarter which are averaged at the end of the school year.

**Mid-Term Reports** will be sent home during each quarter. These reports provide an indication of what the students are doing half way through the term and what they need to improve upon. It also provides a brief statement of what is being studied and what will be covered in the last part of the marking period.

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**Professional Development**

Teachers and Leaders are required to attain 160 hours of professional development each year. A Professional Development Transcript verifying the hours should be submitted to the Principal and Regional Vice President in June of each year.

**Technology Policies**

**Acceptable Use Policy: Computer, Technology, Internet and PRISM Use**

This policy governs the access and use of LAA, LAPB and LHA's electronic communication system(s), which includes, but is not limited to, its telephone, voice mail, electronic mail, mail, computers, handheld devices, pagers, mobile phones, fax machines and the use of the internet and PRISM, ("Systems").

The use of these Systems is intended for business use only. Use of these Systems for any other reason is prohibited. All information transmitted, received or stored using these Systems is the property of LHA and/or LAA or LAPB. All LHA and/or LAA or LAPB's information, data and other property are to be treated by employees as confidential. Employees are not permitted to access, delete, copy, store, or read any information from the Systems without authorization. Electronic mail may not be forwarded en masse to any non-Lighthouse e-mail addresses.

All documents should be regularly backed up to the server. Documents, such as student lists and grades, should be protected by a password. You can put a password on Excel, Word and other documents. For technical assistance, please see your office manager, or submit a help desk ticket to LHA.

- There should be no student, parent, or staff social security numbers on any Word document, Excel spreadsheet or other document.
- The following information must be kept only on desktop machines in the school office, and may never be transferred to any laptop machine, portable memory device, PDA, cell phone or forward to your personal email:
  - Student or parents' name, address, telephone number, and social security number.
  - Student grade, attendance, medical, or transcript information.
  - Student or parent financial aid or similar financial information.
  - Employee name, address, telephone number.
  - Employee payroll and benefits information.
  - Any information which by itself or if combined with other information would lead a reasonable person to be able to discretely identify an individual.

You have been assigned an initial temporary password for accessing LHA and LAA or LAPB's Systems and for logging into your computer. You must immediately change your password to one that only you know. Your password must be 8 characters long and must contain at least one capital letter and one number. You may only use your own assigned user id and password to access Lighthouse resources. In addition, sharing your id and password with other coworkers or friends is strictly prohibited. The only exception to sharing your password is with the Chief Information Officer of LHA. You may not add encryption keys to the Systems.

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If you are given a Blackberry or similar device, you must use the security functions to protect the data stored in the device. These devices are for business use only.

LAA or LAPB's management reserves the right to monitor its Systems and the content, including all e-mails. Employees should not have an expectation that the information in the system, or in any system on school grounds, is confidential or private.

You may not use our Systems in any way that may be seen as offensive, harmful, insulting or disruptive. You may not use the Systems to send derogatory, threatening, insulting or harassing remarks, sexually explicit messages, cartoon, jokes or other potentially offensive material; access pornography or other offensive sites; gain access to others computers; steal computer files, or to damage in any way LAA or LAPB's Systems or any other system or computer; or write personal letters, resumes, junk mail, or other documents not related to LAA or LAPB's business.

**You may not access MySpace.com, FaceBook.com or any other social networking site while using LAA or LAPB's equipment or while at the school. Additionally, LAA and LAPB reserves the right to further restrict sites either through content filtering or written notice. You may not post any school related information, student photos, student or staff information on any web site at any time without the express written permission of the school Principal.**

Computer software on LHA and/or LAA or LAPB's Systems may not be downloaded, copied, reproduced, altered or used by an employee without prior authorization. The violation of copyright laws may result in a fine and imprisonment, as well as discharge from employment. LAA and LAPB will cooperate with software vendors in prosecuting those who violate copyright. LAA and LAPB prohibits the use of any "pirated" or "bootleg" software on its Systems.

The use of personal disks or software is not allowed on LHA, LAA or LAPB's Systems without prior authorization.

The use of personal computers/laptops, printers or any other technology device in the school is prohibited without prior written authorization of the Chief Information Officer of LHA. No employee should ever bring a personal device (laptop, PDA, etc) to the school and connect it to the data network for the building. Doing so could create a security risk for the school. Any equipment which is brought to school is done so at the risk of the individual employee. Neither LHA nor LAA or LAPB will be responsible for any lost, stolen or damaged personal property.

Failure to follow this policy may result in disciplinary action up to and including discharge.

**Wireless Communication Usage Guidelines**

These guidelines are intended for employees who use an LHA, LAA or LAPB issued cellular phone or a Blackberry.

**Issuing of Phones**

The Vice President of Finance will approve the issuance of cellular phones and Blackberry devices. LAA and LAPB reserves the right at any time to re-evaluate the need for an employee to have a LAA or LAPB issued wireless device.

**Use**

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These phones are leased primarily for use for LAA or LAPB's related business and remain the property of LAA or LAPB. Plans and usage will be reviewed by the Chief Information Officer of LHA to ensure that the monthly plan is set at a reasonable level to meet LAA or LAPB's business needs. While at work employees may use cell phones only while driving in a manner allowed for by state and local regulations.

Employees may use personal cell phones at work so long as these do not interfere with their assigned duties. An employee may not use their cell phone, or any other device to forward company email, student photos or any other image or data that would violate company policies.

**Plan Administrator**

The Chief Information Officer of LHA will manage contracts for cellular phones and Blackberry devices. Employees who would like to obtain a cellular phone or a Blackberry device should contact the Chief Information Officer to arrange for ordering, billing, and plan assessment, subject to the approval of the CEO. Neither LHA nor LAA or LAPB will pay for any contracts entered into outside of this process.

**Termination**

When an employee leaves LAA or LAPB, any equipment issued to the employee, including all accessories must be returned to that employee's direct supervisor or designee.

**Loss or Damage of Equipment**

Employees are personally responsible for the loss or damage to any equipment issued to them under this policy. Employees will be required to pay for the cost of any damages to the equipment or the loss of the equipment if this is not covered by LAA or LAPB's insurance.

**Receipt of Technology/Equipment**

You will be required to sign a receipt for any equipment from the School ("the School") LAA or LAPB. Ownership of this Equipment at all times remains with the school, LAA or LAPB, or the lessor.

The equipment named above is together referred herein as the "Equipment." The use of this equipment is intended for business use only. We recognize that on occasion you may use your computer and Lighthouse e-mail for personal reasons. We expect you will minimize this use and will not let it interfere with your work. Please keep in mind that all information transmitted, received or stored using this equipment is the property of the school. All school and Lighthouse Academies, Inc. information, data and other property are to be treated by you as confidential.

The school and LAA or LAPB reserve the right to monitor the Equipment and the content, including all e-mails. You should not have an expectation that the information on the equipment is confidential or private.

Any Equipment issued to you is your own responsibility at all times. You are expected to exercise due care over the Equipment and all accessories. You will be held responsible for any theft or damage to the Equipment caused by any willful act or negligence on your part, including financial loss. You will also be responsible for the loss of any documents or intellectual property, if such are lost or stolen with the Equipment as a result of any willful act or negligence on your part. You may be required to file an insurance claim on your homeowner's insurance policy or other appropriate personal insurance policy and surrender all monies from a processed claim to the school. Any remaining financial loss after the submission of the insurance proceeds may be your responsibility.

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LAA and LAPB reserves the right to take whatever legal action is necessary to recover any loss due to theft or damage of the Equipment issued to you that is caused by any willful act or negligence on your part or any financial penalty incurred because of illegal appropriation of intellectual property and legal costs incurred in enforcing this agreement to the extent permitted by state statute.

**Employee Relations**

As a vital part of the LAA or LAPB team, employees are expected to perform at a high professional standard in all aspects of their work activity. Occasionally, a LAA or LAPB supervisor may be required to work constructively with employee performance problems and difficult employee issues. Please see Appendix B for the current organizational chart.

This process will be determined by LAA or LAPB in light of the facts and circumstances of each case. Depending upon the facts and circumstances, the consequence applied may include, among other things, oral or written warnings, probation, suspension with or without pay, or immediate discharge. Each situation will be considered in light of a variety of factors including, but not limited to, the seriousness of the situation, the employee's past conduct and length of service, and the nature of the employee's previous performance or incidents involving the employee. Employees will be treated fairly and in accordance with all discrimination statutes. LAA and LAPB will maintain confidentiality to the greatest extent possible.

**All LAA and LAPB employment is at-will employment. LAA or LAPB may terminate the employment at any time, with or without cause, with or without notice. The employee has the same right to terminate the employment. The Handbook does not and in no way is intended to create any type of contract between LAA or LAPB and any employee or any person related to any employee.**

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**Employee Receipt of Policies and Handbook**

**Acceptable Use Policy: Computer, Technology, Internet and PRISM Use**

I understand and will abide by the LHA Acceptable Use Policy. Should I violate this agreement, my access privileges may be revoked and I will be subject to disciplinary action, including termination and/or appropriate legal action.

**Wireless Communication Usage Guidelines**

I understand and will abide by the LHA Wireless Communication Usage Guidelines. Should I violate this agreement, my access privileges may be revoked and I will be subject to disciplinary action, including termination and/or appropriate legal action.

**Receipt of Technology/Equipment**

I understand and will abide by the LHA Technology and Equipment Policy. I will be handed a Receipt of Technology/Equipment policy with the exact equipment listed I am responsible for. Should I violate this agreement, my access privileges may be revoked and I will be subject to disciplinary action, including termination and/or appropriate legal action.

**Receipt of Travel Policy**

I understand and will abide by the LHA Travel Policy. Should I violate this agreement, I will not be reimbursed and I will be subject to disciplinary action that may include termination and/or appropriate legal action.

**Receipt of Whistleblower Policy**

I understand and will abide by the LAA or LAPB Whistleblower Policy. Should I violate this agreement, I will not be reimbursed and I will be subject to disciplinary action that may include termination and/or appropriate legal action.

**Receipt of Personnel Handbook**

I acknowledge that I have received a copy of the LAA/LAPB Personnel Handbook, and I understand that, I am responsible for reading and familiarizing myself with the policies and practices described within it. I understand that this Handbook replaces any and all prior handbooks, policies and practices of LAA and LAPB.

I agree to abide by the policies and practices contained therein. If I have any questions regarding the Handbook, I will contact my supervisor to seek clarification. I understand that the policies and benefits contained in this employee Handbook may be added to, deleted or changed by LAA or LAPB at any time. I understand that neither this Handbook nor any other written or verbal communications by a management representative may, in any way, create a contract of employment. If there are discrepancies between the employment letter and the employee Handbook, the provisions of the employment letter are controlling. I also understand that my employment with LAA or LAPB is "at will" and that either I or LAA or LAPB may terminate the relationship at any time with or without cause or prior notice. LAA and LAPB will not modify their policy of employment-at-will in any case.

If I have questions regarding the content or interpretation of this Handbook, I will bring them to the attention of the Chief Executive Officer of LHA, (mronan@lighthouse-academies.org). In the event of a conflict of interpretation, the decision of LAA or LAPB is final.

**Employee Name (print):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Employee Signature:** \_\_\_\_\_

**Please sign this receipt page of this Handbook and return it to your Office Manager.**