

# Gentry Public School District



## School Board Policies 2021-2022

\sDavid Williamson, President of the Board

Gentry Public School District Board Policies  
Effective As Of July 1, 2021



The mission of the Gentry School District is to work with the community in providing safe and successful experiences for each student.



<b>Descriptor Term</b>	<b>Descriptor Code</b>	<b>Issue Date</b>	<b>Revised</b>
SHARED CORE BELIEFS, VISION, MISSION	BA	2-17-92	June 1, 2007

#### SHARED CORE BELIEFS

1. Opportunities must be provided for each teacher and student to excel by maximizing their respective abilities to assure students receive a strong foundation.
2. All stakeholders are in partnership to encourage lifelong learning to promote success applicable to each student's future.
3. Each student's success must be objectively and quantifiably measured.
4. We must provide a safe and healthy environment that is conducive to learning and also promotes the development of character and citizenship.

#### VISION

The Gentry School Board envisions a school district where:

- I. The stakeholders are involved in providing successful educational experiences for all students.
- II. Students and staff each maintain high individual achievement. Support for success is provided for all students and staff.
- III. The learning environment provided is healthy and safe both physically and emotionally for all students.
- IV. Learning builds the capacity of students to act on their own to better themselves.
- V. Gentry School District is recognized as a leader in maintaining a system of quality educational experiences and high expectations.

#### MISSION

The mission of the Gentry School District is to work with the community in providing safe and successful educational experiences for each student.



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# **BOARD GOVERNANCE AND OPERATIONS**

**Gentry Public School District Board Policies  
Effective As Of July 1, 2021**



The mission of the Gentry School District is to work with the community in providing safe and successful experiences for each student.



## 1.1—LEGAL STATUS OF THE BOARD OF DIRECTORS

By the authority of Article 14 of the Arkansas Constitution, the General Assembly has provided that locally elected school boards will be responsible for the lawful operation and maintenance of its local schools.

While the Board has a broad range of powers and duties, its individual members only have authority when exercising their responsibilities in a legally convened meeting acting as a whole. The sole exception is when an individual member has been delegated authority to represent the Board for a specific, defined purpose. In matters such as personnel discipline, expulsions, and student suspensions initiated by the superintendent, the Board serves as a finder of fact, not unlike a jury. For this reason, the board should not be involved in or, to the extent practicable, informed of the facts or allegations of such matters prior to a board hearing on those disciplinary matters in which the Board could become involved.

It is the policy of the Gentry School Board that its actions will be taken with due regard for its legal responsibilities and in the belief that its actions shall be in the best interests of its students and the District as a whole.

Legal Reference:       A.C.A. § 6-13-620

Date Adopted: 3/25/2019

Last Revised:



## 1.2—BOARD ORGANIZATION and VACANCIES

### Election of Officers

The Board shall elect a president, vice president, secretary, and legislative liaison at the first regular meeting following the later of: the certification of the results of the annual school election; or if there is a runoff election, at the first regular meeting following the certification of the results of a run-off election. Officers shall serve one-year terms and perform those duties as prescribed by policy of the Board. The Board shall also elect through a resolution passed by a majority vote one of its members to be the primary board disbursing officer and may designate one or more additional board members as alternate board disbursing officers. A copy of the resolution will be sent to the county treasurer and to the director of the Department of Finance and Administration.

When the position of an officer of the board becomes vacant, the officer's position shall be filled for the remainder of the year in the same manner as for the annual election of officers after the annual school election. Election of Board officers shall not occur except on a once per year basis or to fill an officer vacancy.

### Vacancies

A vacancy shall exist on the Board if a board member:

1. Moves his or her bona fide permanent residence outside the boundaries of the school district;
2. Fails to physically attend three (3) consecutive regular meetings of the school district board of directors;
3. Fails to physically attend six (6) regularly scheduled board meetings of the school board of directors in a calendar year;
4. Fails to receive the mandatory hours of training within the statutory time period;
5. Is convicted of a felony;
6. Is called to active military duty;
7. Has served a full-length term as a holdover and has not subsequently been elected to another term;
8. Resigned from the school board of directors; or
9. Dies.

If credible evidence of a vacancy existing due to numbers 1 through 4 is presented to the president, vice president, or secretary of a school district board of directors, a majority of the members of the school district board of directors shall:

- Vote on whether to appoint an independent investigator to investigate the credible evidence presented; and
- Hold a hearing on the existence of a vacancy.

A vacancy does not exist for numbers 2, 3, and 4 if the reason for the member's absences or failure to receive training is either:

- a) Military service of the board member; or
- b) Illness of the board member that is verified by a written sworn statement of the board member's attending physician.

If a vacancy occurs on the board of directors, provided at least a quorum of the Board remains, the Board has thirty (30) days in which to appoint a successor to a vacated position on the Board. The successor must be registered to vote in the District and, if applicable, resides in the zone of the vacant position. If less than a



quorum of the Board remains or the Board fails to fill the vacancy within thirty (30) days of the vacancy, the position shall be filled by the county quorum court.

When a vacancy on the Board resulted from a board member's failure to receive the required training within the statutory time period, the board shall not appoint the individual who failed to receive the required training to fill the vacancy.

Except for a temporary vacancy due to military service, an individual appointed to fill a vacancy shall serve until the annual school election following the appointment. An individual appointed to fill a temporary vacancy due to military service shall serve until either the Board member who has been called to active military service returns and notifies the Board secretary of his/her desire to resume service on the Board or the Board member's term expires. If a Board member's term expires while the board member is on active military duty, the board member may run for re-election; if re-elected, the re-elected Board member's temporary vacancy shall be filled again in the manner prescribed in this policy.

The secretary of the school district board of directors shall notify the county clerk of an appointment to the school district board of directors within five (5) days of the appointment being made. The notice shall include the name of the appointed board member and the expiration date of his or her term.

An individual appointed to fill a vacancy must submit proof of having received the oath of office to the county clerk before the individual may assume any duties.

Cross References:      1.3—DUTIES OF THE PRESIDENT  
                                 1.4—DUTIES OF THE VICE-PRESIDENT  
                                 1.5—DUTIES OF THE SECRETARY  
                                 1.11—BOARD MEMBER TRAINING  
                                 1.16 —DUTIES OF BOARD DISBURSING OFFICER  
                                 1.19—BOARD MEMBER LENGTH OF TERM and HOLDOVERS  
                                 1.20—DUTIES OF THE LEGISLATIVE LIAISON

Legal References:      A.C.A. § 6-13-611  
                                 A.C.A. § 6-13-612  
                                 A.C.A. § 6-13-613  
                                 A.C.A. § 6-13-616  
                                 A.C.A. § 6-13-618  
                                 A.C.A. § 6-13-629

Date Adopted: 3/25/2019

Last Revised:



### **1.3—DUTIES OF THE PRESIDENT**

The duties of the president of the Board of Education shall include, but shall not be limited to:

- Presiding at all meetings of the Board;
- Calling special meetings of the Board;
- Working with the Superintendent to develop Board meeting agendas;
- Signing all official documents that require the signature of the chief officer of the Board of Education;
- Appointing all committees of the Board and serving as ex-officio member of such committees; and
- Performing such other duties as may be prescribed by law or action of the Board.

The president shall have the same right as other members to offer resolutions, make or second motions, discuss questions, and to vote.

Legal Reference: A.C.A. § 6-13-619 (a) (1)

Date Adopted: 3/25/2019

Last Revised:





## **1.4—DUTIES OF THE VICE-PRESIDENT**

The duties of the Vice President of the Board shall include:

1. Serving as presiding officer at all school board meetings from which the president is absent; and
2. Performing such other duties as may be prescribed by action of the Board.

Date Adopted: 3/25/2019

Last Revised:



## 1.5—DUTIES OF THE SECRETARY

The duties of the Secretary of the Board shall include:

1. Being responsible to see that a full and accurate record of the proceedings of the Board are permanently kept and shall;
  - a. Record in the minutes, the members present, by name, at the meeting including the time of any member's late arrival to, or early departure from, a meeting;
  - b. Record the outcome of all votes taken including the time at which the vote is taken.
2. Serving as presiding officer in the absence of the President and the Vice President;
3. Being responsible for official correspondence of the Board;
4. Signing all official documents that require the signature of the Secretary of the Board of Education;
5. Calling special meetings of the Board; and
6. Performing such other duties as may be prescribed by the Board.

Legal Reference: A.C.A. § 6-13-619 (a)(1)(b)

Date Adopted: 3/25/2019

Last Revised:



## **1.6—BOARD MEMBER VOTING**

### **Establishment of a Quorum**

A quorum of the Board is a majority of the membership of the Board. No vote or other board action may be taken unless there is a quorum present. Except as provided in Policy 1.6.1—ATTENDING MEETINGS REMOTELY, a Board member must be physically present at a meeting to be counted toward establishing a quorum or to be eligible to vote. A majority of the quorum voting affirmatively is necessary for the passage of any motion. A quorum must be physically present for a board to enter executive session.

### **Voting and failure to vote**

Except as provided in Policy 1.6.1—ATTENDING MEETINGS REMOTELY, all Board members, including the President, shall vote on each motion, following a second and discussion of that motion.

Failure of any Board member to vote, while physically present in the meeting room, shall be counted as a “no” vote, i.e., a vote against the motion.

Only those votes taken by the Board in open session are legally binding. No motion made or vote taken in executive session is legally binding, although a non-binding, unofficial and non-recorded vote may be taken in executive session to establish consensus or further discussion.

### **Abstentions from Voting**

In order for a Board member to abstain from voting, he must declare a conflict and remove himself from the meeting room during the vote. A Board member who removes himself/herself from a meeting during a vote due to a conflict of interest shall not be considered present at the meeting for the purpose of establishing a quorum until the member returns to the meeting after the vote.

Cross Reference: 1.6.1—ATTENDING MEETINGS REMOTELY

Legal Reference: A.C.A. § 6-13-619

Date Adopted: 3/25/2019

Last Revised:



## 1.6.1—ATTENDING MEETINGS REMOTELY

The Board of Directors permits members who would be otherwise unable to physically attend a board meeting to attend the meeting remotely. Except where prohibited by this policy, a board member who attends remotely shall have the same rights and privileges as if the board member were physically present. A board member who will be unable to physically attend a board meeting is responsible for notifying the superintendent at least one (1) hour prior to the scheduled meeting time that the member will be unable to physically attend the meeting and intends to attend remotely.

The method used to permit members of the board of directors to attend remotely shall:

- 1) Provide a method for the president or secretary of the board of directors to verify the identity of the member(s) attending remotely;
- 2) Allow the members of the Board physically present and members of the public to hear the member(s) attending remotely at all times; and
- 3) Allow the member(s) attending remotely to hear the members of the board of directors physically present at the meeting at all times and any public comment.

A board member attending remotely shall not:

- a) Attend an executive session or closed hearing; or
- b) Vote on an issue that is the subject of an executive session or closed hearing.

The Board minutes shall indicate if a board member is attending remotely and the method used to permit the member to attend remotely. If an executive session occurs during a meeting when a board member is attending remotely, the minutes will treat the board member attending remotely as though the member had left the room for any vote on a subject discussed in the executive session.

Up to three (3) times per calendar year, the board of directors may count a board member attending remotely for the purpose of establishing a quorum. A board member attending remotely used to establish a quorum shall not be counted to determine if the board may enter executive session.

Legal Reference: A.C.A. § 6-13-619

Date Adopted: 3/25/2019

Last Revised:



## 1.7—POWERS AND DUTIES OF THE BOARD

The Gentry Board of Education, operating in accordance with state and federal laws, assumes its responsibilities for the operation of Gentry Public Schools. The Board shall concern itself primarily with the broad questions of policy as it exercises its legislative and judicial duties. The administrative functions of the District are delegated to the Superintendent who shall be responsible for the effective administration and supervision of the District.

Some of the duties of the Board include:

1. Developing and adopting policies to effect the vision, mission, and direction of the District;
2. Understanding and abiding by the proper role of the Board of Directors through study and by obtaining the necessary training professional development;
3. Electing and employing a Superintendent and giving him/her the support needed to be able to effectively implement the Board's policies;
4. Conducting formal and informal evaluations of the Superintendent annually or no less often than prior to any contract extension;
5. Employing, upon recommendation of the administrative staff and by written contract, the staff necessary for the proper conduct of the schools;
6. Approving the selection of curriculum and seeing that all courses for study and educational content prescribed by the State Board or by law for all grades of schools are offered and taught;
7. Reviewing, adopting, and publishing the District's budget for the ensuing year;
8. Being responsible for providing sufficient facilities, grounds, and property and ensuring they are managed and maintained for the benefit of the district;
9. Monitoring District finances and receiving, reviewing, and approving each annual financial audit;
10. Understanding and overseeing District finances to ensure alignment with the District's academic and facility needs and goals;
11. Visiting schools and classrooms when students are present no less than annually;
12. Setting an annual salary schedule;
13. Being fiscally responsible to the District's patrons and maintaining the millage rate necessary to support the District's budget;
14. Involving the members of the community in the District's decisions to the fullest extent practicable; and
15. Striving to assure that all students are challenged and are given an equitable educational opportunity.

Legal References: A.C.A. § 6-13-620, 622

Date Adopted: 3/25/2019

Last Revised:



## **1.8—GOVERNANCE BY POLICY**

The district shall operate within the legal frameworks of the State and Federal Constitutions, and appropriate statutes, regulations, and court decisions. The legal frameworks governing the district shall be augmented by policies adopted by the board of directors which shall serve to further define the operations of the district.

When necessitated by unforeseen circumstances, the Superintendent shall have the power to decide and take appropriate action for an area not covered by the legal frameworks or a policy of the Board. The Superintendent shall inform the members of the Board of such action. The Board shall then consider whether it is necessary to formulate and adopt a policy to cover such circumstances.

The official copy of the policy manual for the District shall be kept in the Superintendent's office. Copies of the manual within the District shall be kept current, but if a discrepancy occurs between manuals, the Superintendent's version shall be regarded as authoritative.

Administrative regulations shall be formulated to implement the intentions of the policies of the Board. Regulations may be highly specific. The Board shall review administrative regulations prior to their implementation.

Date Adopted: 3/25/2019

Last Revised:



## 1.9—POLICY FORMULATION

The Board affirms through its policies and its policy adoption process, its belief that:

- 1) The schools belong to the people who create them by consent and support them by taxation;
- 2) The schools are only as strong as an informed citizenry and knowledgeable school staff allow them to be; and
- 3) The support is based on knowledge of, understanding about, and participation in the efforts of its public schools.

The following shall be the guidelines for policy adoption for the Gentry School District.

### **General Policies**

Policies that are not personnel policies may be recommended by:

- The Board or any member of the Board;
- The Superintendent, Assistant Superintendent, any other administrator or employee of the District
- Committee appointed by the Board; or
- Any member of the public.

Policies adopted by the Board shall be within the legal framework of the State and Federal Constitutions, and appropriate statutes, rules, and court decisions.

Except for personnel policies, when reviewing a proposed policy, the Board may elect to adopt, amend, refer back to the person proposing the policy for further consideration, take it under advisement, reject it, or refuse to consider the proposal.

### **Licensed and Classified Personnel Policies**

Personnel policies (including employee salary schedules) shall be created, amended, or deleted in accordance with State law:

(1) Board Proposals:

The Board may adopt a proposed personnel policy by a majority vote. Such policies may be proposed to the Board by a Board member or the Superintendent. The Board may choose to adopt the proposal, as a proposal only, by majority vote.

Following the adoption of a proposed personnel policy, the proposal must be presented to the appropriate Personnel Policy Committee (PPC). Such presentation shall be in writing, to all members of the Committee.

When the PPC has possessed the proposed personnel policy for a minimum of ten (10) working days from the date the PPC received the proposed policy (i.e., ten (10) workdays, not including weekends or state or national holidays), the Chairman of the PPC, or the Chairman's designee, shall be placed on the Board of Director's meeting agenda to make an oral presentation to the Board to address the proposed policy. Following the



presentation, the Board may vote at the same meeting at which the proposal is made, or, in any case, no later than the next regular Board meeting to:

- (a) Adopt the Board's original proposed policy as a policy;
- (b) Adopt the PPC's counter proposed policy as a policy; or
- (c) Refer the PPC's counter proposed policy back to the PPC for further study and revision. Any such referral is subject to the same adoption process as a proposed policy originating from the board.

## (2) Personnel Policies Committee Proposals:

Either PPC may recommend changes in personnel policies to the Board. When making such a proposal, the Chairman of the PPC, or the Chairman's designee, shall be placed on the Board of Director's meeting agenda to make an oral presentation to the Board.

The Board may vote on the proposed policy at the same meeting at which the proposal is made, or, in any case, no later than the next regular Board meeting. In voting on a proposed policy from the Personnel Policies Committee, the Board may:

- (a) Adopt the proposal;
- (b) Reject the proposal; or
- (c) Refer the proposal back to the Personnel Policies Committee for further study and revision.

When the Board is revising the licensed and classified personnel salaries, the Board of Directors shall, as required by Arkansas law, review and approve by a written resolution any employee's salary increase of five percent (5%) or more for the employee.

A copy of all personnel policies shall be signed by the president of the Board of Directors and kept in a central records location.

All personnel policies must be sent to the PPC for the minimum ten (10) days regardless of the intended effective date of the policy.

### **Effective date of policy changes:**

All personnel policy changes enacted during one fiscal year will become effective on the first day of the following fiscal year, July 1. This specifically includes any changes made between May 1 and June 30 to ensure compliance with state or federal laws, rules, or regulations or the Arkansas Department of Education Commissioner's Memos. In addition, changes to policies to maintain compliance with state or federal laws, rules, regulations, or Commissioner's Memos that are after June 30 but are adopted within ninety (90) days from the effective date of the legal change that created the need for the policy adoption shall become effective on the final date of adoption.

Changes made to personnel policies between May 1 and June 30 that are **not** made to ensure compliance with state or federal laws or regulations will take effect on July 1 of the same calendar year provided no later than





five (5) working days after final board action, a notice of the change is sent to each affected employee by first class mail to the address on record in the personnel file. The notice of the change must include:

- a. The new or modified policy or policies provided in a form that clearly shows the additions underlined and the deletions stricken;
- b. A statement that due to the change(s), the employee has the power to unilaterally rescind his/her contract for a period of thirty (30) days after the school board took final action on the policy (policies). The rescission must be in the form of a letter of resignation within the thirty (30) day period.

Except for policy changes to ensure compliance with changes in the law that are adopted within the ninety (90) day window, for a policy change to be made effective prior to July 1 of the following fiscal year, a vote must be taken of all licensed personnel or all classified personnel, as appropriate, with the vote conducted by the appropriate PPC.

If, by a majority vote, the affected personnel approve, the policy becomes effective as of the date of the vote, unless otherwise specified by the Board in requesting such vote. No staff vote taken prior to final board action will be considered effective to make a policy change.

All non-personnel policy changes may become effective upon the Board's approval of the change, unless the Board specifies a different date.

Student discipline policies shall be reviewed annually by the District's personnel policy committees and may recommend changes to such policies to the Board of Directors.

Parents, students, and school district personnel, including teachers, shall be involved in the development of student discipline policies.

Cross References:        Policy 3.1—LICENSED PERSONNEL SALARY SCHEDULE;  
                                 Policy 8.1—CLASSIFIED PERSONNEL SALARY SCHEDULE

Legal References:        A.C.A. § 6-13-619(c)  
                                 A.C.A. § 6-13-635  
                                 A.C.A. § 6-17-201 et seq.  
                                 A.C.A. § 6-17-2301 et seq.  
                                 A.C.A. § 6-18-502(b)(1)(2)

Date Adopted: 3/25/2019

Last Revised:



## **1.10—ASSOCIATION MEMBERSHIPS**

The Board shall be a member of the Arkansas School Boards Association and may be a member of the National School Boards Association and other organizations which, in the opinion of the Board, will be beneficial to the Board in carrying out its duties more effectively.

Legal Reference:       A.C.A. § 6-13-107

Date Adopted: 3/25/2019

Last Revised:



## 1.11—BOARD MEMBER TRAINING

Board members who have served on the Board for twelve (12) or more consecutive months are required to obtain a minimum of six (6) hours of training by December 31 of each calendar year. Board members who are elected to serve an initial or non–continuous term shall obtain a minimum of nine (9) hours of training by December 31 of the year following their election and six (6) hours of training by December 31 of each calendar year thereafter. Hours obtained in excess of the required minimums may be carried forward through December 31 of the third (3<sup>rd</sup>) calendar year following the year in which the hours were earned.

The superintendent shall annually prepare a report of:

1. The hours of training each school board member received during the previous calendar year; and
2. Hours of training, if any, a board member carried forward from a previous year that were eligible to be counted by the board member towards the previous year.

The superintendent will present the report to the Board at the Board's regular January meeting. A board member who failed to receive or carry forward the required number of hours of training, as indicated by the report, shall:

- a. Have thirty (30) days from the date of the January board meeting to complete the deficient hours of training; and
- b. Not participate in official business, except for school board training, until the board member obtains the deficient hours of training.

A board member who fails to receive the deficient hours of training within the thirty (30) days provided shall be removed from the board in accordance with Policy 1.2—BOARD ORGANIZATION AND VACANCIES unless the failure to receive the required hours of training was due to the board member's military service or a serious medical condition as indicated by a written sworn statement from the board member's treating physician. A board member who provides the necessary documentation demonstrating that the failure to receive the required hours of training was due to military service or a serious illness shall have until December 31 of the current calendar year to receive both the hours of training for the current calendar year and those the board member failed to obtain during the previous calendar year.

The training shall be focused on topics relevant to school laws, school operations, and the powers, duties, and responsibilities of the members of the board of directors. The responsibilities include, but are not limited to: legal requirements; role differentiation; financial management; improving student achievement; reading and interpreting an audit report; and the duties and responsibilities of the various levels of employees within the district as well as those of the board of directors.

The district is responsible for maintaining a record of the hours of training received by each board member. Board members shall make a concerted effort to submit documentation of training they have received to the superintendent or the superintendent's designee. In the absence of such documentation, the district shall attempt to obtain records of training received from training providers.

Such training may be obtained from an institution of higher learning, from instruction provided by the Arkansas Department of Education (ADE), the Arkansas School Boards Association, or from other providers approved by the ADE.



A statement regarding the number of hours of training received each preceding calendar year shall be:

- Part of the district's comprehensive school plan and goals;
- Published in the same way as other components of the comprehensive plan and goals are required to be published;
- Part of the annual school performance report required to be submitted to, and published by the ADE.

Legal References:       A.C.A. § 6-13-629  
                              ADE Rule Governing Required Training for School Board Members

Date Adopted: 3/25/2019

Last Revised:



## **1.12—COMMITTEES**

From time to time, in order to obtain and/or encourage public participation in the operation of the District, the Board may appoint committees, which may include members of the public, students, parents, and school employees, as well as members of the Board.

Any committee, which includes among its members a member of the School Board, shall operate according to the requirements of the Arkansas Freedom of Information Act.\*

\* Legal Reference: A.C.A. § 25-19-106

Date Adopted: 3/25/2019

Last Revised:



## **1.13—SUPERINTENDENT / BOARD RELATIONSHIP**

The Board's primary responsibility is to develop, working collaboratively with the community, a vision and mission for the District. The Board formulates and adopts policies to achieve that vision and elects a Superintendent to implement its policies. The Board and the Superintendent and the relationship between them set the tone for the district to follow. The relationship is enhanced when both parties understand their roles and carry them out in an ethical and professional manner working to develop a relationship of mutual trust and respect.

The Superintendent and staff are responsible for administering the Board's policies and will be held responsible for the effective administration and supervision of the District. The Superintendent is authorized to develop and implement administrative regulations to fulfill the Board's policies, provided such regulations are consistent with the intent of the Board's policies.

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## 1.14—MEETING AGENDA

The agenda guides the proceedings of the Board meeting. The Superintendent shall prepare the agenda with consultation from the Board President. Other members of the Board who desire to have an item placed on the monthly agenda may do so by contacting the Superintendent or, in writing, the Board President by the date established in this policy and the item will be duly considered for inclusion.

The chairman of the PPC, or the chairman's designee, shall be placed on the Board of Director's meeting agenda to make an oral presentation to the Board to address either a personnel policy proposed by the Board that the PPC committee has possessed for no less than ten (10) work days or a personnel policy that the PPC wishes to propose to the Board.

District patrons wishing to have an item placed on the Board meeting's agenda must submit their requests, in writing to the Superintendent, at least five (5) days prior to the meeting of the Board. The written request must be sufficiently descriptive to enable the Superintendent and Board President to fully understand and evaluate its appropriateness to be an agenda item. Such requests may be accepted, rejected, or referred back to the individual for further clarification.

The Superintendent shall notify the Board President of all written requests to be placed on the agenda along with the Superintendent's recommendation concerning the request. No item shall be placed on the agenda that would operate to prejudice the Board concerning a student or personnel matter that could come before the Board for disciplinary or employment considerations or that is in conflict with other District policy or law.

Patrons whose written request to be placed on the meeting's agenda has been accepted shall have no more than 3 minutes to present to the Board unless specifically granted additional time by a motion approved by a majority of the Board. The speaker shall limit his/her comments to the approved topic/issue or forfeit his/her right to address the Board. The members of the Board will listen to the patron's presentation, but shall not respond to the presenter during the meeting in which the presentation is made. The Board may choose to discuss the issue presented at a later meeting, but is under no obligation to do so.

The Superintendent shall be responsible for Board members receiving copies of the Agenda with all accompanying pertinent information at least 2 days prior to the meeting.

This policy's advance notice requirements do not apply to special or called board meetings.

Cross Reference: 1.9—POLICY FORMULATION

Legal References: A.C.A. § 6-13-619(a)(2)  
A.C.A. § 6-17-205(c)

Date Adopted: 3/25/2019

Last Revised



## **1.15—TORT IMMUNITY**

The District, as well as its agents, officers, employees, and volunteers are immune from liability for negligence, pursuant to A.C.A. § 21-9-301. When allegations of negligence are raised, whether in litigation or not, the statutory grant of immunity will be asserted.

Date Adopted: 3/25/2019

Last Revised:





## **1.16—DUTIES OF BOARD DISBURSING OFFICER**

The disbursing officer or alternate disbursing officer, along with the superintendent, shall be responsible for signing, manually or by facsimile, all warrants and checks other than those issued for food service and activity funds.

In addition, the Disbursing Officer must pre-authorize the electronic transfer of funds. For non-recurring transactions, the authorization can be accomplished by a signed authorization or an email authorizing such a disbursement of funds. For recurring transactions, the Disbursing Officer may provide a one-time, signed authorization.

Cross Reference: 7.20—ELECTRONIC FUND TRANSFERS

Legal Reference: A.C.A. § 6-13-618(c)

Date Adopted: 3/25/2019

Last Revised:



## 1.17—NEPOTISM

### DEFINITIONS:

“Family or family member” means:

- a. An individual’s spouse;
- b. Children of the individual or children of the individual’s spouse;
- c. The spouse of a child of the individual or the spouse of a child of the individual’s spouse;
- d. Parents of the individual or parents of the individual’s spouse;
- e. Brothers and sisters of the individual or brothers and sisters of the individual’s spouse;
- f. Anyone living or residing in the same residence or household with the individual or in the same residence or household with the individual’s spouse; or
- g. Anyone acting or serving as an agent of the individual or acting or serving as an agent of the individual’s spouse.

“Initially employed” means:

- A. Employed in either an interim or permanent position for the first time or following a severance in employment with the school district;
- B. A change in the terms and conditions of an existing contract, excluding:
  - I. Renewal of a teacher contract under A.C.A. § 6-17-1506;
  - II. Renewal of a noncertified employee’s contract that is required by law; or
  - III. Movement of an employee on the salary schedule which does not require board action.

### NEW HIRE OF SCHOOL BOARD MEMBER’S RELATIVE AS SCHOOL EMPLOYEE

The district shall not initially employ a present board member’s family member for compensation in excess of \$5,000 unless the district has received approval from the Commissioner of the Department of Education. The employment of a present board member’s family member shall only be made in unusual and limited circumstances. The authority to make the determination of what qualifies as “unusual and limited circumstances” rests with the Commissioner of the Department of Education whose approval is required before the employment contract is effective, valid, or enforceable.

Initial employment for a sum of less than \$5,000 per employment contract or, in the absence of an employment contract, calendar year does not come under the purview of this policy and is permitted.

The board member whose family member is proposed for an employment contract, regardless of the dollar amount of the contract, shall leave the meeting until the voting on the issue is concluded and the absent member shall not be counted as having voted.

### EXCEPTION: SUBSTITUTES

Qualified family members of board members may be employed by the district as substitute teachers, substitute cafeteria workers, or substitute bus drivers for a period of time not to exceed thirty (30) days per fiscal year. A family member of a school board member having worked as a substitute for the district in the past does not “grandfather” the substitute. The thirty (30) day maximum limit is applied in all cases.



**EXISTING EMPLOYEES WHO ARE FAMILY MEMBERS OF SCHOOL BOARD MEMBERS—  
RAISES, PROMOTIONS OR CHANGES IN COMPENSATION**

Any change in the terms or conditions of an employment contract including length of contract, a promotion, or a change in the employment status of a present board member’s family member that would result in an increase in compensation of more than \$2,500, and that is not part of a state mandated salary increase for the employee in question, must be approved by the Commissioner of the Department of Education before such changes in the employment status is effective, valid, or enforceable.

**QUALIFICATIONS FOR RUNNING FOR SCHOOL BOARD MEMBER UNCHANGED**

The employment status of a citizen’s family member does not affect that citizen’s ability to run for, and, if elected, serve the school board provided he/she meets all other statutory eligibility requirements.

Legal References: A.C.A. § 6-24-102, 105

Date Adopted: 3/25/2019

Last Revised:



## 1.18—District Audits

The District’s annual audit serves as an important opportunity for the Board of Directors to review the fiscal operations and health of the district. As such, it is vital Board members receive sufficient explanation of each audit report to enable the members to understand the report’s findings and help them better understand the District’s fiscal operations.

The District shall have an audit conducted annually within the timelines prescribed by law. The audit shall be conducted by the Division of Legislative Audit or through the audit services of a private certified public accountant(s) approved by the Board.

The Board of Directors shall review each annual audit at the first regularly scheduled board meeting following the receipt of the audit if the District received the audit prior to ten (10) days before the regularly scheduled meeting. If the audit report is received less than ten (10) days prior to a regularly scheduled board meeting, the board may review the report at the next regularly scheduled board meeting following the ten (10) day period.

The Superintendent shall present sufficient supporting/background information relating to the report’s findings and recommendations which will enable the Board of Directors to direct the Superintendent to take appropriate action in the form of a motion or motions relating to each finding and recommendation contained in the audit report. Actions to be taken will be in sufficient detail to enable the Board of Directors to monitor the District’s progress in addressing substantial findings and recommendations and subsequently determine that they have been corrected. The minutes of the Board’s meeting shall document the review of the audit’s findings and recommendations along with any motions made by the Board or actions directed to be taken by the Superintendent or designee.

The Board of Directors is responsible for presenting the audit’s findings each year to the public.

Legal References:       A.C.A. § 6-1-101(d)(1)(2)(3)  
                                  A.C.A. § 6-13-620(6)(F)

Date Adopted: 3/25/2019

Last Revised:



## **1.19—BOARD MEMBER LENGTH OF TERM and HOLDOVERS**

The District has 7 Board of Directors members. Each member is elected for a term of service of 5 years. Members may be re-elected to serve consecutive terms so long as the member continues to meet the eligibility requirements for board service.

A board member remains in office until the member's successor has been sworn into office. In the event a board member's term of office has expired and no one is elected to replace the member, or the individual elected fails to receive the oath of office within the time set in statute, the board member becomes a "holdover" and is treated as having been re-elected to office for another term; Board members may only serve one term as a holdover and may be re-elected to the board at the expiration of his/her term. Consequently, should no individual be elected to the position at the expiration of the holdover term, the position shall be declared to be vacant and filled in accordance with Policy 1.2—BOARD ORGANIZATION AND VACANCIES and Arkansas law. Board members not wishing to continue as a holdover may resign from office and the position is to be filled in accordance with Policy 1.2.

Cross Reference: Policy 1.2—BOARD ORGANIZATION AND VACANCIES

Legal References: A.C.A. § 6-13-608

A.C.A. § 6-13-611

A.C.A. § 6-13-616

A.C.A. § 6-13-617

A.C.A. § 6-13-630

A.C.A. § 6-13-631

A.C.A. § 6-13-634

Arkansas Attorney General Opinion 2003-319

Arkansas Attorney General Opinion 2015-112

Arkansas Constitution Article 19, Section 5

Date Adopted: 3/25/2019

Last Revised:



## **1.20—DUTIES OF THE LEGISLATIVE LIAISON**

The Board of Directors recognizes the needs of the District require the Board to take an active role in the legislative process as it relates to legislation affecting this district and public education in general. To aid the Board in this endeavor, the Board shall elect one of its members to hold the office of Legislative Liaison. The duties of the legislative liaison are to:

- Be the primary contact person for legislative updates from the Arkansas School Boards Association (ASBA);
- Keep the other members of the Board up to date on legislative issues;
- Make arrangements for the legislators whose representation zones cover the District to be contacted by either the liaison him/herself or by another board member on pending issues that would impact the District.

Cross Reference: 1.2—BOARD ORGANIZATION and VACANCIES

Date Adopted: 3/25/2019

Last Revised:



## **1.21—DATE OF ANNUAL SCHOOL BOARD ELECTION**

The annual school board election for the Gentry School District shall be held on the:

- Date of the preferential primary election in even-numbered years; and
- Date that would be designated as the preferential primary election in odd-numbered years if a general election was held in the odd-numbered year.

Individuals wishing to run for office in the election may begin circulating petitions to collect signatures:

- Thirty (30) days before the close of the party filing period for elections held concurrently with a preferential primary election; or
- One hundred twenty (120) days before elections held in odd years.

Candidates may file their petition, affidavit of eligibility, and political practices pledge with the county clerk as follows:

- During the party filing period for elections held concurrently with a preferential primary election; or
- During a one-week period ending at 12:00 noon ninety (90) days before the election held in odd years.

A copy of this policy will be provided annually to the county clerk by no later than the day the candidate filing period opens.

Legal References: A.C.A. 6-14-102

A.C.A. § 6-14-111

A.C.A. § 7-7-203

Date Adopted: 3/25/2019

Last Revised:



## **1.22—RECORDING OF BOARD MEETINGS**

The District shall record all meetings of the District’s Board of Directors, including subcommittee meetings, except as follows:

- Executive sessions of the Board of Directors;
- Employee termination or non-renewal hearings that are closed to the public; and
- Student disciplinary hearings that are closed to the public.

The District shall retain meeting recordings for one (1) year.

Cross References:      1.12—COMMITTEES  
                                 6.1—COMMUNICATION GOALS  
                                 7.15—RECORD RETENTION AND DESTRUCTION

Legal Reference:      A.C.A. § 25-19-106

Date Adopted: 7/1/2019

Last Revised:





<b>Descriptor Term</b>	<b>Descriptor Code</b>	<b>Issue Date</b>	<b>Revised</b>
HEARINGS	BCAB	6-21-99	

Hearing procedures will be governed by respective federal and Arkansas Code and, as applicable, other existing Gentry School Board Policy unless superseded by such laws. Hearings may be held to consider the following items.

- ☞ Termination of contracts of employment
- ☞ Non-renewal of contracts of employment
- ☞ Discrimination Complaint
- ☞ Sexual Harassment Complaint
- ☞ Employee Grievances
- ☞ Student Suspension
- ☞ Student Expulsion
- ☞ Other matters required or allowed by law

The right to request a hearing with the board for the above noted matters shall have been proceeded by an attempt to resolve the issue beginning with the lowest possible administrative level.

An exception to this may be when a grievance or complaint has been filed against the superintendent of schools. In such case a written complaint or written grievance, with a copy for the superintendent, may be filed with the president, vice-president, or secretary of the board. Within 24 hours of receiving such written notice, a special meeting will be called to determine a date for the hearing. Such hearing shall be no less than five (5) calendar days nor more than twenty (20) calendar from the date the board representative received the written notice.

All participants having a hearing before the board are generally entitled to the following:

- a. the right to be represented by a party of the participant's choosing
- b. the right to have an adequate opportunity to present or to defend the issue in question
- c. the right to present written documentation
- d. the right to present and question witnesses
- e. the right to have a full record of the proceedings be made and preserved

Whether the hearing is conducted in public or private shall be governed by applicable law existing at the time of the hearing. If the hearing is held for a matter not governed by law, the board shall decide whether the hearing shall be public or private.

Unless specified otherwise by applicable law, the board's decision or resolution at the end of a hearing shall be final. Such decision shall be provided in writing by the board or its designee to the person(s) requesting the hearing.



**Descriptor Term:**  
Procedures For Conducting  
Student Hearings

**Descriptor Code:**  
GBI

**Issue Date:**  
January 19, 2009

**Revised:**

It is the regular practice of the Gentry Board of Education not to use direct references to individuals in an open forum whenever possible. The board and superintendent would prefer to conduct this meeting in a closed session to protect the privacy of the student and school employees. Additionally, A.C.A. 6-18-507 allows the parent of the student to request that the hearing be conducted in executive session.

During the hearing the following rules of procedure will follow:

1. The board will first determine if the parent wishes the meeting to be private or public.
2. The board will next determine if the reason given for the suspension or expulsion recommendation is contested by the student or his or parents or guardians.
3. All comments will be directed to the Board. Unprofessional behavior or comments from either of the two parties will not be allowed. The general order of the hearing will proceed as follows:
4. The school superintendent, or his representative, will present his reason for recommending suspension or expulsion of the respective student.
5. The student, his or her parent or guardians, or other representative will present the student's reason(s) for the Board to reject or modify the recommendation of suspension or expulsion.
6. The board will not accept any unsolicited testimony.
7. If oral examination or testimony is presented, either party may object during the questioning. The Board will judge whether to overrule or sustain the objection.
8. The Board reserves the right to determine whether material being presented by either party is relevant to the issue at hand.
9. If oral examination or testimony is presented, the other party shall have the right for cross-examination. Witnesses may also be called for rebuttal at the discretion of the Board.
10. The Board reserves the right to question the witness at the conclusion of cross-examination.
11. The Board reserves the right to limit the number of witness called by either party to substantiate a single, same issue when it is evident to the Board that such issue has either been substantiated or that additional testimony cannot add new information regarding the issue.
12. After each party has presented its reasons, each party shall have the opportunity to present a brief closing statement. The student or his or her representative will offer a closing statement first. The superintendent, or his representative, shall include within the closing statement a recommendation for the Board to consider.
13. At the conclusion of this hearing, public or private, the board may choose to meet in a closed executive personnel session to deliberate further on the matter. If so, after the executive session, the Board will return to public session and render a decision.



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# ADMINISTRATION

**Gentry Public School District Board Policies**  
**Effective As Of July 1, 2020**



The mission of the Gentry School District is to work with the community in providing safe and successful experiences for each student.



## 2.1—DUTIES OF THE SUPERINTENDENT

The Superintendent, as the chief executive officer of the Board and the school system, shall be the administrative head of all departments in the District. The Superintendent shall be responsible to the Gentry Board of Education for administering the school system according to the mandates of the laws, Division of Elementary and Secondary Education, other agencies of jurisdiction, and policies governing school operations. While the Superintendent may delegate his/her duties when and where necessary and appropriate, he/she shall be responsible to the Board for the results of those duties delegated.

The Superintendent shall be the Ex officio financial secretary as provided for in A.C.A. § 6-17-918(a).

Some of the Superintendent's duties include:\*

1. Implementing the policies of the Board;
2. Being responsible for the planning and implementation of an educational program in accordance with State and Federal requirements and the needs of the District;
3. Reporting to the Board concerning the status of the educational program, personnel, and operations, and making recommendations for improving instruction, activities, services, and facilities;
4. Acting as a liaison between the Board and school personnel;
5. Making recommendations to the Board concerning personnel employment, discipline, and termination;
6. Communicating the District's vision and mission to staff, students, parents, and the community;
7. Being responsible for the development of short- and long-term goals for the District;
8. Preparing and presenting an annual budget for the District to the Board for its consideration;
9. Administering the District's budget and regularly reporting to the Board on the financial condition of the District;
10. Attending and participating in all meetings of the Board except when his employment is being considered;
11. Preparing, in consultation with the Board President, the agenda for all Board meetings;
12. Being responsible for the planning and implementation of an effective personnel evaluation system that is aligned with the goals of the District; and
13. Maintaining a current knowledge of developments in curriculum and instruction, as well as pertinent legal changes, and advising the professional staff and Board of such information.

\* These duties and responsibilities may be amended by your district as needed.

Date Adopted:7-1-2019

Last Revised:



## **2.2—SUPERINTENDENT COMPENSATION**

The salary and employment benefits of the Superintendent shall be determined by the Board. This includes such benefits as insurance, transportation allowances, annual vacations, holidays, and any other entitlements as deemed appropriate.

Date Adopted:7-1-2019

Last Revised:



## **2.3—SUPERINTENDENT ATTENDANCE AT SCHOOL BOARD TRAINING CONFERENCES**

The Gentry School District Board of Directors recognizes the District benefits from the superintendent and the members of the Board of Directors jointly attending school board member training conferences. The joint attendance provides an opportunity for the superintendent and members of the Board of Directors to develop their working relationship in a less formal setting and allows the superintendent and members of the Board of Directors to jointly build upon the training received. These benefits are even more evident when the superintendent is new to the District.

In recognition of these benefits, the Board of Directors authorizes the Gentry School District to cover the costs associated with the current superintendent or the individual who has a signed superintendent contract with the Gentry School District for the upcoming school year to jointly attend school board training conferences with the members of the Board of Directors.

Date Adopted:7-1-2019

Last Revised:



**Descriptor Term**  
ADMINISTRATORS SCREENING  
COMMITTEE POLICY

**Descriptor Code**  
GBSB

**Issue Date**  
6-11-91

**Revised**  
6-21-93  
May 9, 2007  
May 16, 2016

A committee for vacancies in administrative positions will be formed to screen candidates for the position. The representatives of each committee will be selected as follow:

1. The classroom teachers and the certified support staff member for the principal's screening committee will be elected each September from each division of the district.
2. The certified support-staff member will be elected by the support staff of each division.
3. Should an additional certified staff vacancy occur during the school term an election shall be held as in September to elect a replacement.
4. Should an additional certified staff vacancy on either committee occur after the school term the remaining representatives from that branch of the school shall appoint a replacement.
6. The selection of the non-teaching members of both committees is described below. Elected or appointed positions for non-teaching members will not be filled until an actual vacancy occurs.

**A. Principal Screening Committee**

1. Three (3) classroom teachers
2. One (1) certified support-staff member
3. One (1) superintendent
4. One (1) school board members elected by the board
5. Two (2) community members chosen by the school board
6. Two classified employees of the campus where the vacancy occurs elected by the Classified Personnel Policies Committee

**B. Superintendent Screening Committee**

1. Two (2) teachers, classroom or certified support staff, elected by the Personnel Policies Committee (PPC). one (1) from K-5 and one (1) from 6-12
2. Two (2) principals. The principals shall be selected from the two campuses not represented by the teachers chosen as describe above.
3. One (1) board members elected by the board
4. One (1) business community members chosen by the school board
5. The District Treasurer and one other classified employee from the district elected by the Classified Personnel Policies Committee (CPPC)
6. One (1) parent chosen by the school board

After reviewing candidates for the position, the screening committee will report its recommendation to the school board.





**Descriptor Term**  
Students with Special  
Health Care Needs

**Descriptor Code**  
EBBB

**Issue Date**  
December 13, 1999

The Gentry Public School District School Board has adopted administrative policies and procedures within *Quality Nursing Interventions In The School Setting: Procedures Models, And Guidelines* in order to provide health services within the requirements of Act 1146 of 1997.

The District provides services to students with special health care needs when:

the services are necessary for a student to attend public school  
the services can be performed by a school nurse or some other qualified school person  
the services are not unduly or prohibitively expensive to implement or maintain

Updates to the above manual be made as knowledge, technology, and additional requirements dictate. It is the intent of the District to provide appropriate health services within the scope of state and federal laws and regulations.

**Gentry Public School District Board Policies**  
Effective As Of July 1, 2020



The mission of the Gentry School District is to work with the community in providing safe and successful experiences for each student.



<b>Descriptor Term:</b> Transportation Policy	<b>Descriptor Code:</b> EE	<b>Issue Date:</b> 3-17-94	<b>Last Revised:</b> May 9, 2007, 4-20-13, March 17, 2014 June 23, 2014, June 22, 2015 April 25, 2016
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### **Philosophy**

The Gentry Board of Education recognizes that providing a safe and efficient transportation system for students is paramount to providing for the educational needs of all students.

The board delegates to the superintendent the responsibility for the management of all district transportation services.

All school buses operated by the Gentry School District will be owned or leased by the Gentry District.

Student transportation is the responsibility of the entire community and requires the cooperation of all students, parents, school personnel, and citizens who drive on the streets in the presence of school buses.

Following are provisions determined by the Gentry Board of Education as needed to reach that goal. These provisions are not meant to be all inclusive and are superseded by all applicable current federal and state codes and Arkansas Board of Education policies regarding bus drivers and students.

### **Use Of School Buses**

The Gentry Public School District will use school buses only for the stated purpose of transporting students, school personnel, or school representatives to and from school or school-sponsored, extracurricular, school-related activities. Buses will not be approved for use for any other purpose.

#### **Advertising on school buses.**

The Gentry Board of directors may elect to allow advertising that meets the requirements established by the Commission for Arkansas Public School Academic Facilities and Transportation on school buses.

Any revenue generated from advertisements on school buses shall be used for school transportation purposes only, as determined by the school district board of directors.

### **Maintenance of the Transportation Fleet**

The Gentry Board of Education directs the superintendent of schools to include in the district annual budget monies to replace bus (es) as needed and to repair and maintain the existing transportation fleet.

### **Criteria For Determining Regular Bus Routes And Bus Stops**

1. Students who live more than two (2) route miles from either of the elementary or high school will have first priority to be transported. Students residing within two (2) route miles of either school may be transported based on availability of seating and/or bus capacity.
2. The determination for the use of a private drive as part of a regular bus route or for use as a turn-around will be made by the Facilities and Transportation Director upon either receiving a request from the owner of the drive or upon a joint agreement of the owner and the board of education.
3. Bus routes will not extend more than one (1) mile out of the school district in order to transport legally transferred students.
4. Bus stops will be determined by the Facilities and Transportation Director.

**Gentry Public School District Board Policies**  
Effective As Of July 1, 2020



The mission of the Gentry School District is to work with the community in providing safe and successful experiences for each student.



5. Bus stops will be scheduled so that traffic approaching from either direction will have maximum visibility. Whenever possible a minimum of 500 feet of visibility will be sought in scheduling bus stops.
6. Physical characteristics of the road such as hills, curves, narrowness, low-lying foliage, driver visibility, drainage ditches, road conditions, traffic conditions and other safety considerations will be factors considered in establishing a bus stop.
7. Distance between stops will be a minimum of one tenth (1/10) mile. Exceptions will be made for handicapped students and in other instances as determined necessary by the Facilities and Transportation Director.
8. Bus stops will not be established for students who do not ride the bus daily in the morning or afternoon. However, no bus driver will refuse to stop to pick up a student who lives on an established route and is present at the stop.  
  
Parents of infrequent riders who live in the district and reside at least two (2) miles from either the elementary or high school may transport their child to and from a regular stop.
9. All bus stops should be located where students can wait at least 10 feet away from dangerous traffic.
10. At the beginning of each school year, the district may provide to each parent a map/and or location of stops limited bus service which will be used if inclement weather forces the school district to be closed for an extended period of time or if only a few routes are affected by the inclement weather conditions.
11. All decisions regarding scheduling bus routes and bus stops will be the responsibility of the Facilities and Transportation Director. Written appeals may be made to the superintendent of schools and the superintendent's decision is subject to written appeal to the Gentry Board of Education.

#### **Criteria For Parent-Requested Bus Route Changes**

1. Parent/guardian must fill out a "Request for Bus Route Change" form obtained from the Facilities and Transportation Director's office.
2. The requested stop must be more than one tenth (1/10) mile from an established regular stop or possess some other factor which requires a route adjustment.
3. The route adjustment must have a safe entrance and exit onto the regular route, including any and all turn-around.
4. If the route adjustment has a turn-around, it must be adequate in size and structure to handle any bus.
5. If the route adjustment involves the use of a private drive, the owner of the drive will have the responsibility of maintaining the drive and/or turn-around for safe and efficient bus usage.
6. The decision to grant the request will be determined by the Facilities and Transportation Director. Written appeals may be made to the superintendent of schools and the superintendent's decision is subject to written appeal to the Gentry Board of Education.

#### **Limited Bus Service**

Limited service bus routes may be implemented when road conditions of regular routes indicate that bus travel is unsafe. General conditions of limited bus service require the following:

- a. The new limited bus routes travel only on paved roads so most bus stops are different from the regular route.



- b. Town routes are generally unaffected; town routes will run on normal schedule.
- c. Parents should periodically review the new limited bus routes and the stops. Limited bus routes' locations and approximate "pickup/drop off" times may be found at the district website.
- d. Limited bus service routes will run morning only, afternoon only, or morning and afternoon depending on travel conditions on regular routes. The type limited bus service will be announced at the time limited bus service plan is announced.
- e. If parents do not feel that it is safe to drive to the scheduled morning limited bus service stop, they should not attempt to do so. If that is the case, they should send a note with their child when he or she returns to school. This note will make the absence excused.
- f. Parents should wait with their child at the morning bus stop until the child boards the bus. If the parent is unable to wait they should bring the child to school or return home.
- g. If a parent cannot commit to meeting the afternoon bus stop they should arrange to pick their child up at school or keep their child home. If the child is kept home, they should send a note with their child when he or she returns to school. This note will make the absence excused.
- h. No child will be left at a bus stop unattended in the afternoon. Students will be brought back to their campus and parents will need to pick them up there.
- i. All times are approximate. Parents are encouraged to come 10-15 minutes early in the mornings and/or afternoon.
- j. Parents always have the final decision as to whether it is safe to send their child to school and school officials respect that right.

### **Bus Driver Policies**

1. The driver or operator of a bus used to transport students under the provisions described elsewhere in this policy shall be liable in damages for the death or injury to any school child resulting from a failure of the driver or operator to use reasonable care while transporting students.
2. The minimum age of Gentry bus drivers shall be 25.
3. Drivers will be required to possess a valid Commercial Driver's License (CDL) with ratings appropriate to the type unit being operated. Such certificate will be required except in an emergency situation where a substitute driver is required requiring the following procedure to be followed: "Act 191 of 1963 as amended by Act 449 of 1965: Section 4: In the event a qualified school bus operator as prescribed herein shall die, resign, be ill, disabled or otherwise not able to operate a school bus, and the school board is not able to obtain a qualified bus operator with the certificate required herein' such school board may provide a substitute until the next regular scheduled school bus operators examination is held in the locality. Extra-curricular trips shall be made by certified operators only."
4. Drivers who are known to be habitual drunkards, physically defective, of unsound mind or who are known to have a general reputation of being a fast or reckless operator of motor vehicles will not be considered for employment.
5. A driver will be required to undergo a physical examination by a licensed physician upon the acceptance of

**Gentry Public School District Board Policies**  
Effective As Of July 1, 2020



- employment and every two years thereafter, or at a time specified by the physician, before being allowed to drive a bus.
6. The driver shall wear a seat belt at all times while operating the school bus whenever the bus is so equipped.
  7. The driver is prohibited from smoking or using tobacco, or e-Cigarettes or similar type product, in any form while operating the school bus.
  8. Each driver will be required to earn six (6) hours of approved in-service per year. In addition, CPR training, as required, will be mandatory
  9. Each driver will pre-trip his/her bus daily using the form provided by the Facilities and Transportation Director. A non-inclusive list of items to be checked are:
    - a. check the water level in the radiator on a weekly basis
    - b. check oil on a daily basis, preferably in the morning-before the trip.
    - c. check tires for flats in the A.M. and P.M.
    - d. check all lights, turn signals, brakes and horn before each trip.
  10. The school bus driver is responsible for keeping his/her bus clean at all times. This includes sweeping out when necessary and washing inside and out as necessary.
  11. The school bus driver is responsible for maintaining adequate fuel to make a trip. He/she shall fill the tank of the bus regularly. This should be done in sufficient time before the trip in order not to delay lining up in the afternoon or being late starting off in the morning.
  12. The driver shall conduct emergency evacuations of students a minimum of once per semester. A written report of the evacuation will be provided the transportation supervisor by the bus driver.
  13. The school bus driver shall notify the transportation supervisor when unable to make trips. If the supervisor is not available, then a message will be relayed via the Facilities and Transportation Director's office so that arrangements may be made to contact the supervisor.
  14. If a school bus driver is to be off duty more than one (1) day, he/she should make reasonable effort to notify the supervisor when he/she may be expected to return to duty.
  15. The school bus driver shall maintain a prompt schedule of leaving the bus garage in the mornings to pick up children and be prompt in lining up in the afternoon.
  16. Bus drivers are required to stop only at scheduled stops.
  17. Bus drivers may not start a trip until all students are seated.
  - 18.. Drivers are to avoid backing the bus when possible.
  19. Drivers are to obey all Arkansas Traffic Codes or other state's traffic codes when applicable.
  20. In case of an accident or other delays enroute, the driver is to remain with the bus until a school representative arrives.
  21. No driver is to operate a bus which he/she has determined to be unsafe during the pre-trip inspection.
  22. No driver is to attempt a route or portion of a route that he/she has determined to be unsafe to travel due to weather or other prevailing road conditions. In such case the transportation supervisor is to be notified immediately.

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### **Substitute Drivers**

Substitute drivers shall meet all the qualifications of regular school bus drivers with the exception as noted above. The Facilities and Transportation Director or superintendent will have authority to select a driver if one has not been appointed 24 hours prior to departure time.

### **Extra-curricular/Field Trips**

All other extra-curricular trips should be first offered to the regular school bus drivers, in seniority order, and then to substitute drivers. If a school bus driver is not able to accept a trip, the trip will offered to the next regular driver in seniority order.

Activity trips will pay fourteen (\$14) per hour. This excludes all hours in which the driver is not engaged during overnight trips. If a driver is on duty for 4 hours or more he/she will receive a meal reimbursement. based on the driver's actual meal cost as evidenced by a meal receipt .in accordance with Policy GBAAA..

“Shuttle” trip(s) shall pay fourteen (\$14) per hour.

Buses shall be cleaned by those who take them on trips, i.e. sponsors, teachers, coaches, students, etc.

The Gentry School District will not be responsible for transportation to activities attended on an individual basis.

The sponsor or person(s) in charge of the team, organization, or group using the bus shall travel in the bus with the students. In night trips where male and female teams or groups are being transported on the same bus, the respective teams or groups will sit separately.

Depending on the purpose and frequency of requested extra-curricular trips, the requesting organization may be held fiscally responsible to pay the cost of driver and operating expenses from that group's financial budget.

Sponsors of groups regularly requesting activity trips are encouraged to obtain CDL licenses.

### **Authority of Bus Drivers**

The school bus is considered by the board as an extension of the classroom and, in such, delegates the same authority to the bus driver as is delegated to a classroom teacher. No school bus driver shall be permitted to administer corporal punishment. The school bus driver shall not attempt to correct a child while school bus is in motion.

The school bus driver shall have the authority to temporarily suspend a child for misconduct, after sufficient warning, from riding a bus until such time as a conference can be held with the child, the child's parent(s) or legal guardian(s), bus driver, and the respective principal.

### **Dismissal of Driver**

A school bus driver may be dismissed for the following reasons:

1. Insubordination
2. Habitual tardiness in running his/her route or showing up for his/her scheduled trip
3. Careless or reckless driving
4. Abusive language to superiors or to the children on the bus

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5. Inadequate supervision of students under his/her care.
6. Failure to pre-trip bus prior to operation.
7. Refusal to drive extra-curricular trips without a valid reason to ask to be excused.
8. Other reasons determined to be detrimental to the safe and effective transportation of students

#### Fleet Manager Duties

1. The Fleet Manager shall be supervisor to all school bus drivers.
2. The Fleet Manager shall be responsible for acquiring substitute drivers in the absence of a regular school bus driver.
3. The Fleet Manager shall visually check all tires on school buses upon arrival in the morning and at least one (1) hour before scheduled run in the afternoon.
4. The Fleet Manager shall be responsible for oil change, lube, batteries, etc., at regular intervals.
5. The Fleet Manager will keep a schedule of departure times of all buses in the A.M.
6. The Fleet Manager will maintain a rotation list of drivers based on seniority and assign drivers to activity trips based on that rotation.

#### Request For Extra-Curricular Use of Bus

All requests for use of bus will be made through respective principal and subject to approval, based on driver and bus availability, by the Facilities and Transportation Director using form provided by the school. Such requests should be made a minimum of five days prior to date when the bus (es) is/are requested.

All athletic, music, field trips, club and school trips are considered field trips.

Requests must be made in time for buses to be reserved, parent permission slips obtained, etc.

Required parent permission slips should be sent home at least two days before the activity is planned.

Each student taking a field trip shall have an "Emergency Procedure" release that has been signed by the student's parent or guardian prior to taking the trip.



## **Student Transportation Regulations**

School buses are considered an extension of the school campus and all rules and regulations will apply. Specific provisions are as follow:

### **A. Meeting the bus**

1. Students should be at the bus stop five (5) minutes before the bus normally arrives. Students should not arrive earlier than ten (10) minutes before the normal arrival time.
2. Before crossing a street or road to enter the bus, students must wait until the bus has come to a complete stop and the driver has given directions to cross.
3. Students should respect the property rights of others while waiting for the bus. They are not to litter or make unnecessary noise. They are not to gather under carports, on porches, or on lawns without permission.
4. Students should stand back at least ten feet from the bus stop and not approach the bus until it has come to a complete stop and the door is opened.
5. Students who miss the bus are not to walk or ride another bus to school. Parents are responsible for making arrangements to transport their children to school if they miss their appropriate bus.

### **B. Entering and leaving the bus**

1. Students should enter and leave the bus quickly and in an orderly manner.
2. Students must not enter or leave the school bus by the back door except in the case of an emergency or unless directed to do so by the bus driver.
3. Students who must cross the street after leaving the bus in the afternoon should go to a point, on the edge of the street, ten (10) feet in front of the bus and wait until the driver has signaled for them to cross.
4. Students who drop any object (book, paper, pencil, etc.) while leaving the bus should not attempt to retrieve the object until the bus leaves the scene and the street is clear of other vehicles.

### **C. Riding the bus**

1. Students must ride only the bus to which they are assigned. If a child is to leave school by any means other than originally designated, written or oral permission from the parent or guardian must be submitted to the office before the child will be allowed to change his/her mode of departure. Visitors are not allowed to ride buses except when prior approval has been given by the principal.
2. Students must not distract the driver's attention or disturb other riders on the bus. This means students must remain reasonably quiet on the bus.
3. Students must remain seated while the bus is in motion or stopped, except as directed by the driver.
4. Students must keep the aisles of the bus open at all times. This means that hands and feet and all personal objects must be kept from the aisles of the bus.
5. Knives, firearms, sharp objects, clubs, pets, or other animals are never allowed on a school bus.

### **D. Activities not permitted on the bus**





1. Eating and drinking
2. Chewing gum
3. Smoking or tobacco, or e-Cigarettes or similar type product, of any form
4. Scuffling or fighting
5. Playing radios, tape players, or band instruments
6. Yelling at anyone on the bus or outside
7. Throwing paper or any other objects on the floor of the bus or outside the window
8. Putting hands, arms, head or any part of the body outside the bus window
9. Tampering with any of the bus safety equipment or devices
10. Defacing any part of the bus

#### E. Punishment for misconduct

Students are under the bus driver's supervision and must obey instructions and directions of the driver at all times.

The driver will submit a written report of all violations of the bus rules and regulations to the building principal. The principal may, at his/her discretion, use any of the following methods of dealing with misconduct, depending on the severity of the offense:

1. Verbal reprimand;
2. Corporal punishment;
3. Phone call may be made to parent/guardian;
4. Conference with parent/guardian;
5. Suspension from bus;
6. Expulsion from bus;
7. Suspension to in-school;
8. Out-of-school suspension;
9. Expulsion from school.

#### F. Seating arrangements on the bus

1. Elementary students (Grades K-4) will be seated in the front one-third (1/3) of the bus.
2. Middle School students (Grades 5-8) will be seated in the middle one-third (1/3) of the bus.
3. High School students (Grades 9-12) will be seated in the back one-third (1/3) of the bus.
4. If for some reason this procedure does not work the driver, with the approval of the principal(s) involved, may arrange a seating chart for all students.

#### **Vandalism to Buses**

It will be the practice of the Gentry School District to seek monetary compensation for deliberate damage of school buses and/or the contents of the bus. Such compensation will be sought from the parents or guardians of minors in addition to any disciplinary action taken with the students.

**Reference: Arkansas Code Annotated 6-19-104 through 6-19-116 and applicable ADE transportation regulations. *Act 941 of 2015 Regular Session***



<b>Descriptor Term</b>	<b>Descriptor Code</b>	<b>Issue Date</b>	<b>Revised</b>
Drug & Alcohol Screening For Employee With CDL	EEBE	November 20, 1995	April 25, 2016

The Gentry School District recognizes that employees are the greatest asset of the District. Employees are indispensable keys to the goal of providing the best possible education program for our students. To achieve this goal and to maximize the skills and talents of employees, it is important that each bus driver (any employee who holds a CDL license) understands the danger of drug and alcohol abuse and is aware of the new federal requirements concerning drug and alcohol abuse. The following objectives clarify the District's position on driver drug and alcohol use.

### **POLICY OBJECTIVES**

1. To create and maintain a safe, drug-free and alcohol-free working environment for drivers.
2. To reduce problems of absenteeism, tardiness, carelessness and /or other unsatisfactory matters related to job performance.
3. To reduce the likelihood of incidents of accidental personal injury and/or damage to pupil transportation, students or property.
4. To comply with federal law, specifically the requirements of the Omnibus Transportation Employee Testing Act of 1991.
5. To reduce the likelihood that school property will be used for illicit drug and alcohol activities.
6. To encourage bus drivers with a dependence on, or an addiction to, alcohol or other drugs to seek help in overcoming that problem.
7. To protect the reputation of the school system and its employees.

Drug and alcohol abuse pose a serious threat to the school system, its employees and students. Though the percentage of drug and alcohol-abusing drivers may be relatively small, practical experience and research indicate that appropriate precautions are necessary. It is the belief of the district that the benefits derived from the policy objectives outweigh the potential inconvenience to drivers. The District earnestly solicits the understanding and cooperation of drivers in the implementation of this policy.

The District must insist that all drivers report to work without any alcohol, illegal or mind altering drugs in their systems. The District also prohibits drivers from using, possessing, manufacturing, distributing, or making arrangement to distribute illegal drugs while at work or on school. Further, outside conduct of drug abuse and/or alcohol abuse that affects a driver's work is prohibited.

Drivers must provide their supervisor with a written list of medication that may affect their ability to work. That list should contain the name of the medication and the reason it is being taken. That information will help to avoid safety problems and violation of the Drug/Alcohol Policy.

### **ENFORCEMENT**

In order to enforce these rules, the District reserves the right to require all drivers to submit, at any time when a driver is on duty, to drug or alcohol tests to determine the presence of prohibited substance. The District is required to develop, implement, and enforce a Drug/Alcohol Policy for the bus drivers as a condition of compliance with the Omnibus Transportation Employee Testing Act of 1991. District policies and regulations state that drivers will under go testing at:

1. Pre-employment Testing for drugs only
2. Random Testing without advance notice.
3. Reasonable Suspicion Testing
4. Post-Accident Testing
5. Return-to-duty Testing
6. Follow-up Testing

Drivers are required to report all injury or damage related accidents involving school property or personnel during



school-related activities. Drivers will submit to drug and alcohol breath testing as soon as possible after a reportable accident. Drivers who return to work following rehabilitation will be required to undergo return-to-duty and follow-up testing in addition to general District testing requirements such as random testing.

Violation of these rules will subject the driver to discipline, which may include discharge. Refusal to cooperate with the district in any test investigation will result in discipline, including discharge as appropriate under the applicable federal and state laws.

Any questions should be directed to the person assigned by the Superintendent and/or Board as the district Drug and Alcohol Program Coordinator.

## **COMMERCIAL DRIVER'S LICENSE DRUG AND ALCOHOL PROGRAM POLICY AND PROCEDURE**

### **I. GENERAL POLICY**

Practical experience and research have proven that even small quantities of narcotics, abused prescription drugs or alcohol can impair judgment and reflexes. Even when not readily apparent, this impairment can have serious results, particularly for employees operating motor vehicles. Drug-using bus drivers are a threat to co-workers, students and themselves, and may make costly errors. For these reasons, *Gentry School District* has adopted a policy that all bus drivers (any employee who holds a CDL license), hereafter referred to as drivers, must report to work completely free from the effects of alcohol and/or the presence of drugs, unless used as prescribed by a physician. A list of prescription drugs being taken by the driver must be provided to driver's supervisor.

### **II. DRUG USE/DISTRIBUTION/IMPAIRMENT/POSSESSION**

All drivers are prohibited from using, possessing, distributing, manufacturing, or having controlled substances, abused prescription drugs or any other mind altering or intoxicating substances present in their system while at work or on duty.

### **III. ALCOHOL USE/POSSESSION/IMPAIRMENT**

All drivers are prohibited from possessing, drinking or being impaired or intoxicated by alcohol present in their system while at work or on duty. A Blood Alcohol Count (BAC) of greater than 0.02 but less than 0.04 will suspend a driver for not less than 24 hours. A Blood Alcohol Count (BAC) of 0.04 or greater will be accepted as presumptive evidence of intoxication.

### **IV. OFF-DUTY CONDUCT:**

Off-the-job use of drugs, alcohol or any other prohibited substances that results in impaired work performance including but not limited to absenteeism, tardiness, poor work product, or harm to the school system's image or relationship with the government - is prohibited. School bus drivers should realize that these regulations prohibit all illicit drug use - on and off duty.

### **V. PRESCRIPTION DRUGS:**

The proper use of medication prescribed by a physician is not prohibited. However, the *Gentry School District* prohibits the misuse of prescribed or patented (over-the-counter) medications and requires all school bus drivers using drugs at the direction of a physician to notify the Facilities and Transportation Director where these drugs may affect their job performance - for example, those which may cause drowsiness.

### **VI. SUBSTANCE SCREENING:**

#### **A. APPLICANTS:**

Substance screening is required for all final applicants applying for a position for which drug testing is required by the



provisions of the Omnibus Transportation Employee Testing Act of 1991. Such testing may be required either alone or as part of a pre-employment physical examination. Applicants are required to sign a consent release form before submitting to screening. Applicants will be disqualified for hire if they test positive, refuse to submit to a test, or refuse to execute the required consent release form.

**B. ALL CURRENT SCHOOL BUS DRIVERS ARE SUBJECT TO THE OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT OF 1991.**

**1. Reasonable Cause**

All school bus drivers will be required to submit to a screening whenever a supervisor observes circumstances that provide reasonable cause to believe that an employee has used a controlled substance or has otherwise violated the substance abuse rules. Examples of circumstances that may establish reasonable cause to warrant testing include supervisor observation, worker's complaints, performance decline, attendance or behavior changes, involvement in a workplace or vehicular accident, or other actions that indicate a possible error in judgment or negligence, or other violations of the drug policy or other District policy.

The supervisor or supervisors requesting testing shall prepare and sign written documents explaining the circumstances and evidence upon which they relied within twenty-four (24) hours of the testing or before the results of the test are released, whichever is earlier. While one supervisor may request a reasonable-cause test, when feasible, supervisors are encouraged to obtain a second supervisor as a witness.

**2. Random Testing:**

The *Gentry School District* will conduct random, unannounced screening of all school bus drivers. Testing of school bus drivers for illicit drugs will be conducted in a number equal to or greater than fifty percent (50%) of the affected work force, without advance notice, in any given 12-month period. Testing of school bus drivers for alcohol will be conducted in a number equal to or greater than twenty-five percent (25%) of the affected work force - - without advance notice - - in any given 12-month period. Subsequent testing will be conducted at levels equal to or greater than the initial testing level. The list of school bus drivers in the random pool will be updated on a monthly basis. School bus drivers will be required to report to the school's collection site for testing as soon as possible, but in no case later than four (4) hours following notification. Annually, these tests will be spread reasonably over twelve (12) months.

**3. Post-Accident Testing**

School bus drivers are required to immediately notify the Facilities and Transportation Director of any accident resulting in injury or damage to school system property. This policy requires a school bus driver involved in a reportable accident, defined as an accident resulting in injury requiring more than simple first-aid treatment or resulting in damage to property, to undergo substance screening as soon-as possible but no longer than thirty-two (32) hours of the occurrence of the accident for drug and eight (8) hours for alcohol. The *Gentry School District* will discipline any employee who fails to report an accident or to submit to substance screening where required by law or by this policy. The Facilities and Transportation Director shall complete an accident report in compliance with the District's policy and applicable laws and regulations.

**4. Return-to-Duty Testing:**

All school bus drivers referred through administrative channels who undergo a counseling or rehabilitation program, or who are suspended for abuse of substances covered under this policy, will submit a return-to-test and be subject to unannounced testing following return to duty for no less than twelve (12) months and nor more than sixty (60) months. Such employees shall be tested at the frequency stipulated in the abeyance contract or as scheduled by the Medical Review Officer (MRO). Testing will be on a daily, weekly, monthly or longer basis at the discretion of the MRO, and will be in addition to the other types of tests provided in this policy.

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## C. TESTING PROCEDURES - GENERAL GUIDELINES

The *Gentry School District* and its lab shall rely, when practical, on the guidance of the Federal Department of Transportation "Procedures for Transportation Workplace Drug Testing Program 49 C.F.R., Parts 40.1 through 40.39, and on the further guidance of the Omnibus Transportation Employee Testing Act provided in 40 C.F.R., Parts 332, 391, 392 and 395.

1. FOR ALL DRUG TESTS, the driver will be required to provide a specimen of his/her urine. At a minimum, urine specimens will be analyzed for the presence of the following drugs: amphetamines, marijuana, cocaine, opiates and phencyclidine. Specimens will also be analyzed for such other substances as DOT may from time-to-time direct, or as may otherwise be permitted by federal or state law. In the event that DOT expands the list of drugs for which testing is or may be required, the District reserves the right to begin testing immediately for those drugs without prior notice to the driver or applicants, unless notice is required by DOT or another applicable law.
2. In general, drivers will be permitted to give a urine specimen in private and without being observed by collection site personnel. If however, a driver forfeits this right whenever there is reason to believe that he/she may alter or substitute specimen.
3. All drug tests will be administered using the split sample methodology required by DOT. Under this methodology, the driver must provide at least 45 milliliters (ml) in a specimen container. The specimen will then be divided into two specimen bottles by the collector. Thirty (30) ml will be poured into one bottle and fifteen (15) ml into a second bottle. Both bottles will be sent to the laboratory. The bottle containing 30 ml will be analyzed as the driver's primary specimen. The second bottle will be held by the laboratory, to be sent to another lab at the drivers' request in the event that the primary specimen is verified as positive. In the event the primary specimen is verified as positive, the driver will be notified either by the District's MRO or by the District of the positive test and given the option to have the second bottle sent to a different laboratory for analysis. To exercise this option, the driver must advise the District's MRO within 72 hours of being told that the primary specimen was positive.
4. Except for the use of methadone and medications containing alcohol, nothing in this Policy prohibits a driver's use of a medication legally prescribed by a licensed physician who is familiar with the driver's medical history and specific driving duties and who has advised the driver that the prescribed medication will not adversely affect the driver's ability to operate a motor vehicle safely. Medications prescribed for someone other than the driver, however, will not be considered lawfully used when taken by the driver under any circumstances
5. Before being tested for drugs, drivers will be given an opportunity to list, on their copy of the chain-of-custody form, any prescription and non-prescription medications being lawfully used by the drivers at the time. A positive drug test may be declared negative by the District's MRO, if the driver can prove with clear and convincing evidence that the drug which was used was prescribed by a licensed physician who is familiar with the driver's medical history and specific duties. The determination of this will be made by the District's MRO.
6. FOR ALL ALCOHOL TEST, the driver will be required to provide a breath specimen for any test conducted by, or on behalf of, the District. In case of an alcohol test by a federal, state or local law enforcement officer following an accident, the driver must provide either a breath or blood specimen, as directed by the law enforcement officer as well.
7. Alcohol tests will be administered using a breath specimen, taken by a Breath Alcohol Technician (BAT) using an approved breath testing device (EBT), except in cases of on the scene post-accident testing conducted by federal, state or local of finials.
8. Before being tested by the District, each driver will be required to present his/her personal identification, and execute a DOT Breath Alcohol Test Form provided by the BAT. A driver who refuses to provide his/her identification, provides a false identification, refuses to execute the DOT Breath Alcohol Test Form: or who



otherwise refuses or fails to cooperate will be treated as though he/she had tested positive and will be subject to disciplinary action, up to and including discharge, in addition to the penalties imposed by DOT.

9. Prior to each alcohol test conducted by the District, the BAT will instruct the driver on how the test will be performed.
10. To protect each driver, the BAT will open and attach to the testing device an individually-sealed mouthpiece in the driver's view. The driver will then be directed to blow forcefully into the breath testing device until an adequate amount of breath has been maintained.
11. In the event that a driver is unable to provide an adequate amount of breath for the initial or confirmatory test after several attempts to do so, the driver will be required to submit to an evaluation by a licensed medical physician to determine whether a valid medical condition exists. If the Physician determines that a valid medical condition does exist, the test result will be reported to the District as negative." If the physician determines that a valid medical condition does not exist, the test result will be reported to the District as a "refusal to cooperate. which equates to a "positive. result.

## VI. TEST RESULTS

### DRUG TEST

1. In the event that the test result of a drivers primary specimen is positive, the driver will be notified by the District or its MRO and advised that he/she has 72 hours to request that the MRO send his/her secondary specimen to a second, District approved laboratory for analysis. Pending the outcome of this additional analysis, the driver will continue being considered physically unqualified to work by DOT.
2. Before a driver's test results will be confirmed positive for drugs, the driver will be given the opportunity to speak with the District's MRO and demonstrate that there was a legitimate medical explanation for the positive test results. If the MRO determines that a legitimate medical reason does exist, the test results will be reported to the District as a negative. If the MRO determines that a legitimate medical reason does not exist, the test result will be reported to the District as a positive.
3. A driver whose test results is confirmed positive for drugs will be considered unqualified to perform or continue performing his/her functions safely and will be immediately discharged. In addition, a driver whose test results is confirmed positive for drugs will also be subject penalties imposed by DOT and/or the District's policy.

### ALCOHOL TEST

1. In the event that the driver provide an adequate breath specimen and the initial test registers an alcohol concentration level that is less than 0.02, the test result will be reported as a Negative and no additional test will be required at that time.
2. In the event that the driver provides an adequate breath specimen and that initial tests registers an alcohol concentration level of 0.02 or greater, a second confirmatory test will be performed. In the event that the driver provides an adequate breath specimen and the confirmatory test registers less than 0.02, the test will be reported to the District as negative.
3. A driver who, after providing an adequate breath specimen, has a confirmatory test which registers 0.02 or more but less than 0.04 will, at a minimum be suspended without pay until his/her next regularly scheduled duty period, but for no less than 24 hours, and may be subject to additional disciplinary action by the District, up to and including discharge.
4. A driver who, after providing an adequate breath specimen, has a confirmatory test which registers 0.04 or



greater will, at a minimum be suspended without pay and will be subject to additional disciplinary action by the District, up to and including discharge.

#### MAINTAINING CONTACT WITH THE DISTRICT AND MRO AFTER A DRUG TEST

1. Drivers who are tested for drugs are required to remain in contact with the District and the District's MRO while awaiting the results of their test. Drivers are also required to advise the District of their whereabouts and the telephone where they can be reached during this time.
2. The District's MRO is (to be announced each year) Drug Testing and MRO Services whose telephone number is (to be announced each year).
3. A driver who refuses or fails to remain in contact with the District and the District's MRO will be considered insubordinate and subject to disciplinary action, up to and including discharge. A driver who does not contact the MRO within a minimum of five (5) days, after being given notice to contact the MRO will waive his/her right to speak with the District's MRO before a test is confirmed positive.

#### D. COLLECTION SITES

The Gentry School District has designated that (to be announced each year) will handle the collections for drug and alcohol testing. Where necessary School District representatives or medical personnel may obtain a specimen outside of a designated collection site (such as, a public restroom at an accident investigation).

#### E. PAYMENT OF TEST

1. At its discretion, the District shall pay the costs for all tests which the District is required to conduct on drivers under DOT regulations.
2. Drivers are responsible for paying the cost of any tests conducted which the District does not require, unless otherwise prohibited by the applicable state law.
3. Drivers are responsible for paying the cost of the analysis of any secondary urine specimen which they request under this policy except as otherwise required by applicable state law.

#### F. EVALUATIONS AND RETURN OF RESULTS TO THE DISTRICT

The laboratory will transmit (by fax, mail, or computer, but not orally over the telephone) the results of all test to the District's MRO. The MRO will be responsible for reviewing the quantified test results of employees and confirm that the individuals testing positive have used drugs in violation of the District's policy. Prior to making a final decision, the MRO shall give the individuals an opportunity to discuss the results. The MRO shall then promptly tell the Drug Program Coordinator which employees or applicants test positive.

#### G. REQUEST FOR RETEST

An employee may submit a written request for a retest of the original specimen within 72 hours of receipt of the final test results. Requests must be submitted to the Drug Program Coordinator or directly to the District's MRO.

The employee may be required to pay the associated costs of a retest in advance but will be reimbursed if the results of the retest are negative.

#### H. RELEASE OF TEST RESULTS\

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The results of all individual drug and alcohol tests will be kept in a secure location with controlled access. Test results shall not be released by the District beyond the MRO and District management without the individual's written authorization.

However, all employees will be required to execute a consent/release form permitting the District to release test results and related information to the Unemployment Compensation Commission or the relevant government agency.

The MRO shall retain the individuals test results for positive specimens for five (5) years and negative for twelve (12) months.

## VII. DISCIPLINE

The District, will discipline, which may include discharge, employees for any violation of the policy, including refusing to submit to screening, to execute a release, or otherwise cooperate with an investigation or search by the administration. Disciplinary measures will be instituted in accordance with state and federal laws.

All employees who test positive will be subject to discipline which may include discharge.

No employee may be resumed to safety sensitive duties after testing positive. Any employee resumed to duty after violating the policy or testing positive will be subject to Return-to-duty and follow-up testing.

## VIII. EMPLOYEE ASSISTANCE PROGRAM (EAP)

The District shall provide:

1. education and training for employees regarding drugs and alcohol;
2. education and training for supervisors regarding drugs and alcohol;
3. effects and consequences of substance use on personal health, safety, and work;
4. manifestations and behavioral causes that may indicate substance use; and
5. documentation of training provided.

The Drug and Alcohol Program Coordinator should be contacted for further guidance.

## IX. INVESTIGATION/SEARCHES

Where a supervisor has reasonable cause to suspect that an employee has violated the drug and alcohol abuse policy, he or she may notify appropriate law enforcement officials to obtain a search warrant to inspect vehicles which an employee brings on the District's property, lockers, work areas, desks, purses, briefcases, tool boxes or other belongings, and at locations where school related activities are being conducted without prior notice in order to ensure a work environment free of prohibited substances. An employee may be asked to be present and remove a personal lock. Where the employee is not present or refuses to remove a personal lock, the Drug and Alcohol Program Coordinator or law enforcement officials will do so for him or her. The District will release any illegal, or controlled drugs, or paraphernalia to appropriate law enforcement authorities.

All searches should be coordinated with the Drug and Alcohol Program Coordinator.

## X. CONFIDENTIALITY

The results of all individual drug and alcohol tests will be kept in a secure location with controlled access. All individual test results will be considered confidential. The release of an individual driver's results will only be given in accordance with an individual driver's written authorization, or as is otherwise required by DOT's regulations, or by other applicable federal or state law.





XI. NOTE

These procedures should not be construed as contractual in any nature. They represent the District's current guidelines in dealing with a developing problem under evolving laws and facts, and may be changed in accordance with District policy, state and federal laws.

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The mission of the Gentry School District is to work with the community in providing safe and successful experiences for each student.



**Descriptor Term:**  
EQUAL OPPORTUNITY  
EMPLOYMENT

**Descriptor Code:**  
GAAA

**Issue Date:**

**Revised:**  
4-18-94

No person shall be denied employment, re-employment, nor advancement; neither shall he/she be evaluated on the basis of race, color, religion, national origin, age, disability, political affiliation or belief or marital status.

**References: Executive Order 11246 as amended-Sections 503 and 504 of Rehabilitation Act of 1973-Title VII of Civil Rights Act of 1974-Americans With Disabilities Act of 1990-Title IX of Education Amendments of 1972-Equal Pay Act of 1963-The Arkansas Civil Rights Act of 1993**

**Gentry Public School District Board Policies**  
**Effective As Of July 1, 2020**



The mission of the Gentry School District is to work with the community in providing safe and successful experiences for each student.



**Descriptor Term**  
EXTRACURRICULAR PARTICIPATION  
POLICY

**Descriptor Code**  
GAF

**Issue Date**  
6-10-86

**Revised**  
March 8, 2004  
June 22, 2015

The Gentry Public Schools believe strongly in the opportunities provided by the many academic and extracurricular activities of the District. Being a school with a relatively small student body, students may on occasion have activities which occur at the same time. The District believes that no student should be forced or intimidated in any way to do one specific activity at the expense of another since all school activities provide educational enrichment and are worthy in themselves without being judged as superior to any other school program.

In the event of a conflict between activities, a mutual and collective agreement will be made among the student(s), appropriate faculty sponsors, parents and administrators as to which activity best suits the needs of the student at that given moment. A school is nothing if a spirit of cooperation does not exist among all facets of a school's programs when it comes to solving minor problems. Students, in seeing such cooperative behavior first hand among their teachers, will learn the importance of mutual trust and professional courtesy in daily life and be encouraged to make rational decisions in their own lives during times of conflict.

Each athlete or participant in a school activity shall be provided with an Athletics and Activities Handbook, which shall specify rules, and regulations governing such school sponsored programs.

The Gentry Board of Education acknowledges the provisions of Acts 562 and 863 of 2015 Regular Session.

**Gentry Public School District Board Policies**  
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**Descriptor Term**  
Registered Volunteer Program

**Descriptor Code**  
GAFC

**Issue Date**  
June 22, 2015

**Revised:**

The Gentry School District may develop a registered volunteers program and may accept the services of volunteers who qualify under the program to assist in extracurricular and interscholastic activities that are sponsored by the district.

The District will:

- (1) Take actions as are necessary to develop meaningful opportunities for qualified volunteers to assist in extracurricular activities and interscholastic activities;
- (2) Take actions as are necessary to ensure that qualified volunteers have written job descriptions that define their duties and responsibilities;
- (3) Provide for the recognition of qualified volunteers who have offered exceptional service to the school district;
- (4) Provide support for the volunteer program established under the State and Local Government Volunteers Act, § 21-13-101 et seq.

A registered volunteer in an athletic program for grades seven through twelve (7-12) shall meet the requirements adopted by the Arkansas Activities Association (AAA) through the AAA National Federation of State High School Associations Coaches Education Program.

Volunteers and registered volunteers shall be at least twenty-two (22) years of age.

A volunteer or registered volunteer may not be a member of the board of directors of the school district or the spouse of a member of the board of directors of the school district in which he or she seeks to volunteer.

A volunteer or a registered volunteer shall not receive payment for services rendered under this subchapter.

A volunteer or registered volunteer may act as a head coach in all varsity junior and senior high sports administered by the Arkansas Activities Association except in the following sports:

- (1) Football;
- (2) Basketball; and
- (3) Track and field.

None of the provisions of this policy prohibits the Gentry School District from utilizing the services of the volunteers who operate under the supervision of licensed school personnel.

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**Descriptor Term**  
PERSONNEL FILE

**Descriptor Code**  
GAK

**Issue Date**

**Revised**  
12-17-2008

The Gentry School District shall maintain a personnel file for each employee which shall be available to the employee for inspection and copying at the employee's expense during normal office hours.

The employee may submit for inclusion in the file written information in response to any of the material contained therein.

An evaluation instrument shall exist for all certified district positions.

**Gentry Public School District Board Policies**  
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**Descriptor Term**  
LINE OF AUTHORITY

**Descriptor Code**  
GAMA

**Issue Date**

**Revised**  
May 20, 2002

All employees in the Gentry School System are directly responsible to their immediate supervisor; the supervisor is directly responsible to the Superintendent; the Superintendent is directly responsible to the School Board; and the School Board is directly responsible to the community.

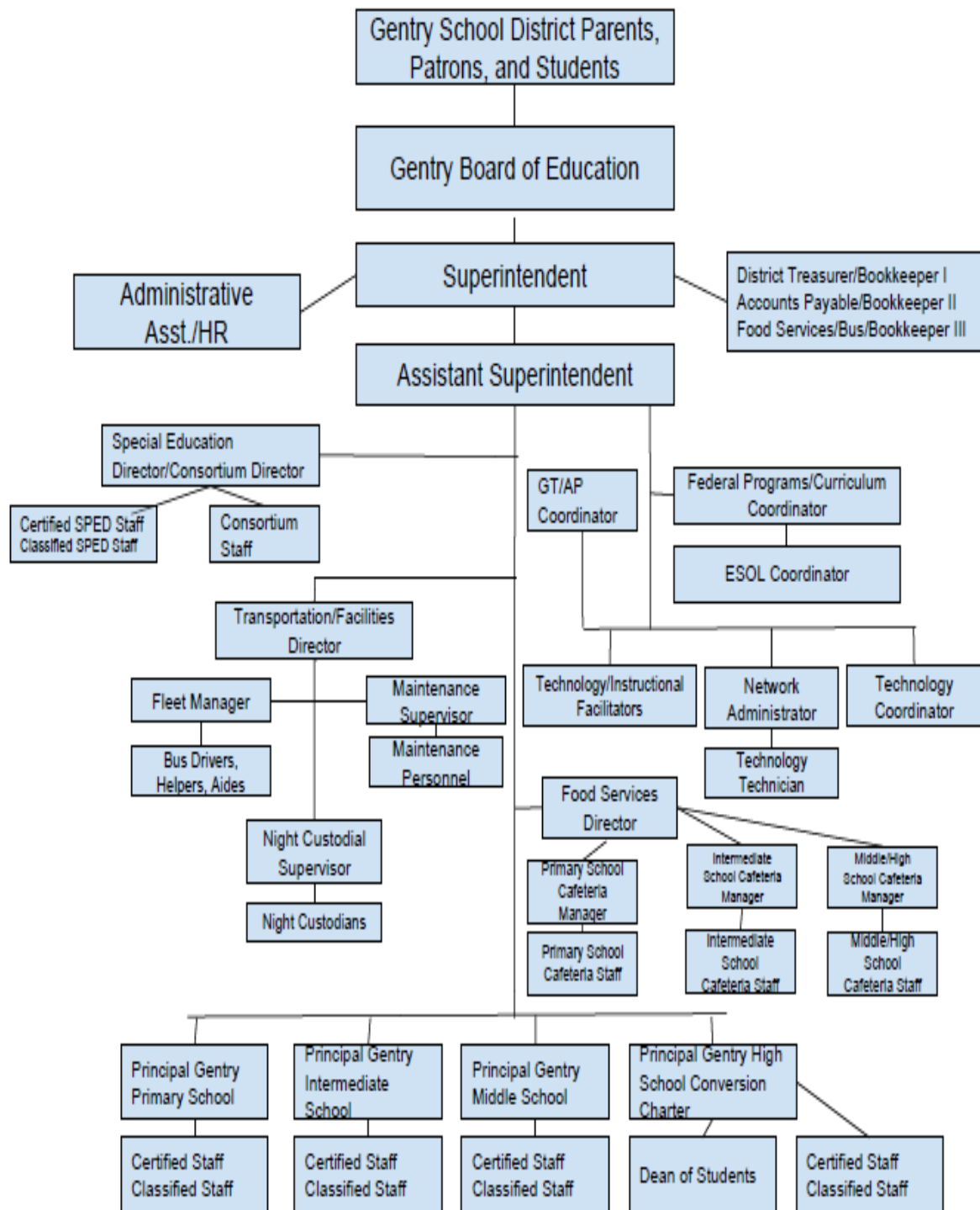
In order to have an effective working relationship with all members of the School System, teachers and other personnel should always observe this line of authority.

**Gentry Public School District Board Policies**  
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The mission of the Gentry School District is to work with the community in providing safe and successful experiences for each student.





**Gentry Public School District Board Policies**  
Effective As Of July 1, 2020



**Descriptor Term**  
ERRANDS

**Descriptor Code**  
GAMG

**Issue Date**

Faculty members are not to send students outside the building on errands unless permission has been secured from the Principal.

Errands within the building should be limited to an emergency. No teacher should permit students to leave the classroom for any reason without a pass (special excuse) or written permission from the office.

**Gentry Public School District Board Policies**  
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**Descriptor Term**  
FIELD TRIPS

**Descriptor Code**  
GAMH

**Issue Date**  
6-12-86  
March 8, 2004  
April 25, 2016  
May 14, 2018

All field trips must be approved by the Principal.

Requests must be submitted in time for transportation to be reserved, parent permission slips to be obtained, etc. Arrangements should be made as soon as possible, but no less than five days in advance. Parent permission slips and emergency procedures form, if the emergency procedures form is not current and on file, shall be sent home at least two days prior to the activity.

When a field trip is scheduled, a permission form which provides the destination, date of trips, and other pertinent information (such as lunch plans or special clothing requirements) will be sent home with students. This form must be signed and returned to the teacher/sponsor or the student will not be permitted to go on the trip.

All Arkansas Activities Association trips are considered "Activity Trips" One blanket permission slip for Activity Trips only will be sent home for parent/legal guardian approval and will remain valid as presented unless amended by the parent/legal guardian.

**Gentry Public School District Board Policies**  
**Effective As Of July 1, 2020**



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**Descriptor Term**  
RESIDENCY REQUIREMENTS

**Descriptor Code**  
GAMI

**Issue Date**

**Revised**  
May 20, 2002

All employees of the Gentry School District must reside near enough to their place of employment to enable them to fulfill all professional responsibilities. It is preferred that they live in the school district.

**Gentry Public School District Board Policies**  
Effective As Of July 1, 2020



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<b>Descriptor Term</b>	<b>Descriptor Code</b>	<b>Issue Date</b>	<b>Revised</b>
PROCEDURES FOR PLACEMENT ON THE SALARY SCHEDULE	GBA	6-30-92	3-16-95, 3-13-00 4-19-05

The Gentry School District's salary schedule recognizes years of teaching experience and additional college hours and degrees.

- A. Part-time employment:  
Teachers employed for as much as two-fifths and up to and including one-half time shall receive one-half year salary credit each year. Teachers employed more than one-half time shall receive a full year's salary credit each year.
- B. Additional hours and degrees
1. Prior approval:  
In order to assure salary credit for college work, each staff member shall secure the approval of the Superintendent prior to beginning the activity. Requests shall be made on forms furnished by the Administration.
  2. College or University credit:  
Degree: A degree granted by an accredited college or university in the teaching assignment field shall be honored. Only one degree at each level shall be credited as a degree on the salary schedule.
  3. Semester hours:

All credit hours, graduate or undergraduate, granted by an accredited college or university shall be counted with the following qualifications:

- a. Any hours to correct a deficiency for certification or to meet requirements of the Arkansas Department of Education concerning education or subject matter, shall be made up before starting on the next vertical step on the salary schedule.
- b. Hours secured in the pursuance of an advanced degree in the field of one's teaching assignment, but for which the degree has not yet been granted, shall be given full credit.
- c. Hours earned to meet requirements for steps on the current salary schedule shall be given credit if they are earned after certification requirements have been met. Courses should be chosen to fit the individual needs of each staff member, and the teaching assignment.
- d. Any hours completed in the teaching field or related field, as determined by the Board of Education, toward a degree, will count toward advancement on the salary scale. Salary increase will become effective on the employee's next year's contract of employment.
- e. Courses taken at the request of the administration in preparation for a change in teaching fields shall be given full credit.

**Gentry Public School District Board Policies**  
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- A. All staff will have their contracted amount paid in twelve (12) or thirteen (13) installments.
- B. Twelve month (245 day contract) certified employees will be paid in twelve (12) installments beginning in July and will be paid on or prior to the 20th of each month.
- C. Twelve month (245 day contract) classified employees, who wish for warrants to be deposited electronically, will be paid in thirteen (13) installments beginning in July and will be paid on or prior to the 20th of each month.
- D. Ten month (205 day contract) employees will be paid in twelve installments beginning in August and will be paid on or prior to the 20th of each month thereafter for September, October, November, December, January, February, March, April, and May. The final two installments will be paid prior to or on June 30th.
- E. Nine month (185 day contract) and Nine and one-half month (195 day contract) certified and classified employees will be paid in twelve installments beginning in September and will be paid on or prior to the 20th of each month thereafter for October, November, December, January, February, March, April, and May. The final three installments will be paid prior to or on June 30th.
- F. Nine month (185 day contract) employees who receive a stipend for an activity that begins in August will be paid in twelve installments beginning in August and will be paid on or prior to the 20th of each month thereafter for September, October, November, December, January, February, March, April, and May. The final two installments will be paid prior to or on June 30th.
- G. Employees whose remuneration is based on time sheets or per diem awards will be paid on or prior to the 20th of the month and/or succeeding month in which the compensation was earned.
- H. Pay checks may be obtained up to one (1) week early at the discretion of the administration for emergencies only.
- I. All staff may elect to have their payments deposited electronically to his/her respective bank account. Staff who elects to have funds deposited electronically may not obtain an early payment of warrant. Staff will be limited to two different accounts in which payments will be deposited.

**Gentry Public School District Board Policies**  
**Effective As Of July 1, 2020**



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<b>Descriptor Term</b>	<b>Descriptor Code</b>	<b>Issue Date</b>	<b>Revised</b>
PAYMENT FOR UNUSED SICK LEAVE	GBAB	5-11-82	6-21-88 1-19-98 5-20-02 10-10-12

The District will buy any unused sick days accumulated during the current fiscal year in excess of thirty (30) accumulated days at the rate of pay for a certified substitute teacher.

A certified employee who chooses to receive payment for unused sick leave shall complete a form provided by the business office stating their request. In the event a dispute arises over the number of days a certified employee has to his credit, the records contained in the payroll office shall be official.

As a method of recognizing service to the Gentry District and to the State of Arkansas, the District will buy all unused sick leave from any certified personnel who has reached the maximum number of years so as to be eligible for full retirement benefits provided that such employee has worked the last consecutive ten (10) years within the Gentry School District. The District will buy, on the employee's retirement, the unused sick days at the rate of pay for a certified substitute teacher.

If a certified employee is eligible for retirement as described above but has not met the ten consecutive year requirement, the District will buy, on the employee's retirement, the unused sick days at one-half (1/2) the rate of pay for a certified substitute teacher .

The benefits as described above shall convey to the beneficiary or estate of a staff member who dies while under contract to the school district.

**Gentry Public School District Board Policies**  
Effective As Of July 1, 2020



**Descriptor Term:**  
SUBSTITUTE TEACHERS

**Descriptor Code:**  
GBBAA

**Issue Date:**

**Revised**  
April 19, 2004  
May 17, 2004  
April 25, 2016

Substitute teachers are a vital part of the Gentry School educational program.

The minimum age of a substitute in grades 9-12 shall be 22 years of age. The minimum age of a substitute for all other grades should be 21 years of age. Neither of these age restrictions apply to a substitute holding a valid and current Arkansas teacher's license.

The Gentry School districts contracts with an outside service to provide substitutes for licensed employees when needed.

**A substitute should:**

1. Check with the office upon arrival and pick up "Teacher Folder". (This folder contains all basic information needed in addition to the lesson plans.)
2. Take roll - make list of absentees to leave for regular teacher.
3. Follow lesson plans and indicate material covered.
4. Maintain proper discipline.
5. Assume all duties of the regular teacher.
6. Information gained about any student while substituting is privileged and shall not be discussed outside of school.

**A teacher should:**

1. Prepare a folder to be filed in the office containing:
  - a. A schedule of classes and special duties
  - b. A student roll for each class period
  - c. A seating chart
  - d. A list of special rules and routines
  - e. Any pertinent information about students (Any health habits, behavior, etc., important for the student to function properly)
  - f. Designate two dependable students in each class a substitute could question if additional information about routine, assignments, etc. is required
  - g. A note of special instruction for the particular room (example: turning off machines, leaving the bulletin board as is, keeping teacher's edition of texts at desk, etc.)
  - h. A list of any students who will be leaving for special education help, cafeteria, etc.
2. Give as much advance notice of his/her absences as possible.
3. Maintain adequate lesson plans one week in advance of his/her current work and leave plans in his/her desk or office area.
4. Send or leave all books and materials that the substitute will need.
5. Discuss with the substitute upon the regular teacher's return any problems that arose during the assignment of the substitute.
6. Make arrangements with the designated employee while at school, if the reason for the absence is known in advance.
7. Follow established procedure in contacting the substitute provider service.
8. If the teacher is absent over an extended period, he/she and the substitute are to remain in contact, if possible. This procedure will keep the regular teacher posted on the class progress and allow him/her to advise the substitute on lesson plans and other phases of the instructional program.
9. The regular teacher will notify the school secretary in advance of the date he/she plans to return to work.



<b>Descriptor Term:</b> SUBSTITUTE TEACHER COMPENSATION	<b>Descriptor Code:</b> GBBAAA	<b>Issue Date:</b> 12-15-92	<b>Revised:</b> 7-1-96,3-26-01,4-18-05, 4-13-09, 1-16-15, 1-18-16 1-21-19, 11-18-19
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Compensation of substitute services shall be based on a daily rate of \$90 per day for non-certified substitute teachers and \$100 per day for certified substitute teachers.

However, when a certified substitute shall provide more than twenty-nine days of continuous service in the same position then the daily compensation shall be based on the lesser amount of:

1. the substitute teacher's daily rate in accordance with the salary schedule
2. the replaced teacher's daily rate in accordance with the salary schedule

Compensation based on either provision 1 or 2 above shall be retroactive to the first day of continuous service.

**Gentry Public School District Board Policies**  
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<b>Descriptor Term</b>	<b>Descriptor Code</b>	<b>Issue Date</b>	<b>Revised</b>
PROBATIONARY TEACHER	GBNB	7-12-83	7-14-87 6-16-2008 April 25, 2016

A probationary teacher is one who has not completed three (3) years of employment in the Gentry School District. A teacher employed in a school district in this State for three (3) years shall serve one (1) additional year of probationary status upon employment by the Gentry School District.

Both probationary and non-probationary teachers shall be evaluated under the provisions of the Arkansas Department of Education's TESS model.

**Gentry Public School District Board Policies**  
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**Descriptor Term**  
FACULTY MEETINGS

**Descriptor Code**  
GBRD

**Issue Date**

**Revised**  
June 8, 2009

Faculty meetings provide opportunities for adequate communication and education or professional development within the school district. Principals will designate one afternoon a week for faculty meetings to be held when deemed necessary and or appropriate. Other building level and district-wide meetings may be called when needed. Efforts will be made to give advance notice when special meetings are necessary.

All faculty members are expected to attend faculty meetings except those who have made previous arrangements with the principal. If a teacher is absent he/she is to schedule a meeting with the Principal the following day for a briefing on the meeting.

A teacher should not ask to be excused for other appointments.

A teacher should feel free to ask the Principal for a faculty meeting if he/she feel one is needed.

**Gentry Public School District Board Policies**  
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<b>Descriptor Term</b>	<b>Descriptor Code</b>	<b>Issue Date</b>	<b>Revised</b>
Requesting Leave	GBRG	5-21-2012	

The Gentry School District offers a variety of leave policies, as shown in the following board policies, in an attempt to recognize and meet the needs of its employees. It is the employee's responsibility to determine which policy that best meets the needs of his or her individual circumstance.

All leave requests, other than *Personal Leave*, as described in GBRI, and *Sick Leave* as described in GBRIB shall be made in writing to the Superintendent of Schools. Such statement shall include the reason for requesting the leave, the date the employee wishes to begin the leave, the proposed duration of the leave, and the anticipated date of the employee's return to work.

Such requests, if approved by the superintendent, shall be presented to the board of education at their next regular meeting for their consideration.

Unless delineated differently in specific policies, the written requests shall be made thirty (30) days prior to the beginning of the leave. In some unusual and extenuating circumstances the Superintendent may accept leave requests on less notice.

In appropriate circumstances, the superintendent may recommend an appropriate leave to the board of education without a request from the employee.

An employee's failure to follow this policy may result in discipline up to and including termination.

**Gentry Public School District Board Policies**  
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**Descriptor Term**  
LEAVE POLICY

**Descriptor Code**  
GBRH

**Issue Date**  
6-10-86

**Revised**  
6-11-91, 5-20-02

The Gentry Public Schools recognize the need for employees to be protected from loss of salary during temporary absences from work caused by personal illness or disability, illness or bereavement in the immediate family, and other reasons of emergency or personal nature.

The Board of Education also agrees to protect the security of an employee who requests a leave of absence for an extended period by guaranteeing he or she to return to same or comparable position, provided the following procedures are met.

Leave of absence

A leave of absence with the privilege of returning to the same or as nearly comparable assignment as possible may be granted upon approval by the Board of Education under the following conditions:

1. A leave of absence may be granted for not less than one (1) semester nor more than two (2) semesters at any one time during a school term.
2. A minimum of three (3) years of approved service must be completed and the employee elected for the fourth consecutive year before he/she is eligible for a leave of absence with the privilege of being re-contracted and assigned.
3. When a leave of absence has been granted to the end of a scholastic year, the employee must notify the Superintendent by April 1, of his/her intention to resume work at the beginning of the next scholastic year or November 1, if he/she is to resume work the second semester.
4. Failure to comply with any of the following conditions shall be considered a resignation:
  - a. Notifying the Superintendent of intention to resume work as indicated
  - b. Reporting to duty at the expiration of a leave or absence
  - c. Requesting protracted leave
5. All requests for leaves of absence will be applied for in writing at least one (1) month in advance and granted in writing. Applications for leave of absence, except in emergencies such as ill health, must be filed with the Principal and the Superintendent in writing at least one (1) month before leave shall take effect.
6. All benefits to which an employee was entitled at the time his/her leave of absence commenced will be restored upon his/her return.



**Descriptor Term:**  
SABBATICAL LEAVE

**Descriptor Code:**  
GBRHA

**Issue Date:**  
6-11-91

**Revised:**  
6-20-94

An extended leave with the privilege of returning to the same or comparable assignment may be granted upon approval by the Board of Education under any of the following conditions:

- A. Leave may be granted for advanced study in the teacher's major field.
- B. Leave may be granted for educational travel if it can be shown that such activity will contribute to the efficiency of the teacher.
- C. Leave may be granted to enable teachers who have been in the system a minimum of seven (7) years to take one (1) year leave of absence.

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<b>Descriptor Term</b>	<b>Descriptor Code</b>	<b>Issue Date</b>	<b>Revised</b>
PROFESSIONAL LEAVE	GBRHB	6-21-88	June 1, 2007

Professional leave is defined as a temporary leave for the purpose of participating in public school or teacher related conventions, workshops, professional meetings within the teacher's areas of certification, and school functions that occur away from the school premises. Professional organizations are defined as grade level organizations, teacher associations, counselor's organizations, special service organizations, principal's organizations, and subject area organizations. School functions are defined as athletic or academic events related to a school district and meetings and conferences related to education.

The request for professional leave shall be submitted to the applicant's principal at least ten (10) school days prior to the requested leave. The leave request will state the number of days requested and an itinerary. The principal will respond to the leave request within five (5) school days of receiving the request. (Emergency request may be considered separately.) Necessary expenses for approved meetings attended may be paid by the district at the principal's discretion.

A ceiling on the number of teachers attending any conference concurrently may be set by the principal so that the school will be able to function during the requested leave. In the event that the principal should have to limit the number of teachers attending any such professional meeting, the teachers will first have the opportunity to decide among themselves who will attend. If a decision cannot be reached by the teachers, the administration will make the final decision.

Act 867 of 2007



**Descriptor Term:**  
PERSONAL LEAVE

**Descriptor Code:**  
GBRI

**Issue Date:**  
7-14-87

**Revised:**  
6-15-93  
3-13-00  
1-20-02  
1-21-03  
4-19-04  
3-17-14  
February 15, 2016

Two (2) days per year shall be given for personal business. Unused personal days may accumulate, year-to-year, up to a maximum of five (5) days.

At the close of the fiscal year, personal leave over five (5) days or ten (10) routes shall be automatically converted to sick leave by the payroll department.

Permission for personal business should be according to the following guidelines:

- A. All requests for personal leave must be submitted in writing and have prior approval of the Principal or Supervisor.
- B. The Superintendent shall have authority to evaluate and grant requests for personal leave not listed above.
- C. Personal leave will not be granted before or after a holiday unless an emergency situation arises approved by the principal or supervisor.
- D. When an employee has accumulated the maximum number of personal leave as described above, any additional unused personal leave will be converted to sick leave
- E. An employee who has been absent in excess of his or her accumulated sick leave will automatically have any existing accumulated personal leave, or if applicable, vacation days converted to sick leave.

**Gentry Public School District Board Policies**  
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**Descriptor Term:**  
"Good Samaritan"  
Transfer of Sick Leave

**Descriptor Code:**  
GBRIBB

**Issue Date:**  
5-18-93

**Revised:**  
3-17-94, 7-1-96  
5-21-01, 6-17-2013

The Gentry Board recognizes that catastrophic occurrences regarding reasons, as defined in Sick Leave Policy GBRIB and Professional Staff Sick Leave Bank GBRIBA, may arise which exhaust an employee's accumulated sick leave and the maximum twenty (20) days, for certified employees, that may be obtained from the sick leave bank.

When such a catastrophic occurrence occurs, the board authorizes the following procedure:

1. Any employee requesting a "Good Samaritan" transfer of sick leave shall notify the principal or supervisor who shall notify the district employees of the request.
2. Any employee may voluntarily donate an unspecified amount of sick days from that employee's accumulated leave to another employee.
3. Any day(s) donated to an employee shall be "gratis"; the day(s) will not be paid back to the donor.
4. The donated day(s) will be subtracted from the accumulated sick leave days of the donor.
5. The superintendent is charged with developing a form on which the donor will indicate number of days to transfer, sign, and date to signify the transfer. Records will be maintained for audit purposes in the school business office.
6. When more than one donor contributes a day, a charge will be made to each donor's accumulated days in chronological order based on the date on the transfer form. Forms having the same date will be charged in alphabetical order.
7. When more than one donor contributes one or more days, a charge of one (1) day will be made to each donor's accumulated days in chronological order based on the date on the transfer form. Forms having the same date will be charged in alphabetical order. If additional days are required after each donor has been charged one (1) day, the process will be repeated until the number of required days is met or until all donated days have been exhausted.
8. Any unused donated days will be credited back to the donor and a notation will be made of such transaction on the donor's original transfer form.
9. No employee shall be allowed to be credited donated days exceeding the ending date of that employee's current contract.
10. Days may only be donated for a catastrophic event which occurs within the limits of the donee's contracted term of employment.
11. No employee having unused personal leave shall be eligible to receive "Good Samaritan" days until such personal leave is exhausted.
12. When an employee has received both Good Samaritan Days and Sick Banks days, days from the Sick Bank will be credited first to the employee's deficiency.

**Gentry Public School District Board Policies**  
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**Descriptor Term:**  
PERSONNEL VACATIONS

**Descriptor Code:** GBRIC  
**Issue Date:** 7-14-87

**Revised:**  
2-17-97, 1-19-98, 9-21-98  
March 17, 2014  
April 25, 2016

Employees who are employed on a 245 day contract, are allowed 10 days' vacation with pay annually. .

Vacation days may be accumulated to fifteen (15) days. Any days over five (5) not taken by the end of each fiscal year will be paid to the employee at the employee's per diem rate for the previous fiscal year.

On retirement any unused vacation days may be paid, on board approval, to the employee at the employee's per diem rate for the previous fiscal year

Vacation schedules must be approved by the Superintendent prior to being taken.

Holidays as posted on each current year's school calendar, from which twelve month employees may be released from duty, shall be scheduled by the superintendent. Without extra compensation, no twelve month contracted employee shall work in excess of 245 days per fiscal year.

**Gentry Public School District Board Policies**  
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**Descriptor Term:**  
SUSPENSION

**Descriptor Code:**  
GDBK

**Issue Date:**  
May 16, 1994

The superintendent may place a classified employee on immediate suspension provided he gives written notice of such action to the employee within two (2) school days of the suspension.

The notice shall include a statement of reasons for the suspension, whether the superintendent is recommending termination, and that a hearing before the school board is available upon request, provided that such request is made in writing to the superintendent within thirty (30) calendar days from the receipt of said notice.

**Reference: Arkansas Code Annotated 6-17-1704**

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**Descriptor Term:**  
TERMINATION/NONRENEWAL

**Descriptor Code:**  
GDBK

**Issue Date:**  
May 16, 1994

The superintendent of a school district may recommend termination of an employee during the term of any contract, or the nonrenewal of a full-time non-probationary employee's contract, provided that he gives notice in writing, personally delivered, or by letter posted by registered or certified mail to the employee's residence address as reflected in the employee's personnel file.

The recommendation of nonrenewal of a full-time non-probationary employee's contract shall be made no later than thirty (30) calendar days prior to the beginning of the employee's contract period. Such written notice shall include a statement of the reasons for the proposed termination or nonrenewal.

The notice shall further state that an employee being recommended for termination, or a full-time non-probationary employee being recommended for nonrenewal, is entitled to a hearing before the school board upon request, provided such request is made in writing to the superintendent within thirty (30) calendar days from receipt of said notice.

Reference: Arkansas Code Annotated 6-17-1703

**Gentry Public School District Board Policies**  
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**Descriptor Term:**  
HEARING

**Descriptor Code:**  
GDBKAA

**Issue Date:**  
May 16, 1994

The following procedures are provided for classified employees who wish to request a school board hearing due to a suspension, notice of nonrenewal for non-probationary employees, or notice of termination.

The hearing before the school board shall be conducted in accordance with the following provisions:

1. The hearing shall be conducted at the next regularly scheduled meeting of the school district board of directors, unless the employee and the superintendent agree to a hearing on another mutually convenient date;
2. The hearing shall be public or private at the request of the employee.
3. The employee may be represented by persons of his or her own choosing.
4. In hearings held concerning a recommendation for the termination of an employee's contract, either the board or the employee may elect to have a record of the hearing made at the board's expense.
5. In hearings held concerning a recommendation for the nonrenewal of a full-time non-probationary employee, either the board or the employee may elect to have a record of the hearing made, and the expense for the record shall be shared equally between the board and the employee.
6. After the hearing, the school board may terminate the employee or continue the suspension for a definite period of time. The salary of a suspended employee shall cease when the school board sustains the suspension. Otherwise, the employee shall be reinstated without loss of compensation.
7. The decision of the school board shall be made within ten (10) calendar days of the hearing.

**Reference:** Arkansas Code Annotated 6-17-1705

**Gentry Public School District Board Policies**  
Effective As Of July 1, 2020



The mission of the Gentry School District is to work with the community in providing safe and successful experiences for each student.



**Descriptor Term:**  
PROBATIONARY EMPLOYEE

**Descriptor Code:**  
GDBNB

**Issue Date:**  
May 16, 1994  
April 25, 2016

A "classified employee" shall mean any person who is employed by the district under a written annual contract who is not required to have a teaching certificate issued by the Department of Education as a condition of employment.

"Probationary employee" means an employee who has not completed one (1) year of employment in the district in which s\he is employed. However, provided that at least thirty (30) days prior to the completion of an employee's probationary period, the superintendent and the school board may vote that one (1) additional year of probation is necessary for an employee.

For the purposes of this policy only, "Full-time employee" means any employee who is contracted to work at least twenty (20) hours per week.

**Reference: Arkansas Code Annotated 6-17-1702**

**Gentry Public School District Board Policies**  
**Effective As Of July 1, 2020**



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**Descriptor Term**  
Leadership

**Descriptor Code**  
IA

**Issue Date**  
April 25, 2016

The Gentry Board of Education believes that all staff should be part of the decision making process. In such, Leadership Teams will be incorporated in all schools and at the Central Office of Gentry Public Schools. Both licensed and unlicensed staff shall be represented on these teams.

**Gentry Public School District Board Policies**  
Effective As Of July 1, 2020



The mission of the Gentry School District is to work with the community in providing safe and successful experiences for each student.



<b>Descriptor Term</b>	<b>Descriptor Code</b>	<b>Issue Date</b>	<b>Revised</b>
Prohibition of Extra-Curricular Activities During Inclement Weather	IGD	January 20, 1997	April 21, 1997 March 28, 2011 January 20, 2014 May 20, 2015

School teams whose sport is “in season” may be allowed to use school facilities when, depending on the reasonable availability of staff to make the facilities available, in the Athletic Director’s judgment participation would pose no threat to the physical welfare of the participants due to a change in the conditions which prompted the school’s closure. In such instances participation shall be voluntary and there shall be no adverse consequences for any student whose parent or guardian chooses for the student not to attend.

“In-season” shall be defined as: From 2 weeks (14 days) prior to the first scheduled competition with another AAA member school, including Benefit Games, to the recognized end of season as the result of the completion of the schedule and/or, post-season play. The same consideration will be given to non-athletic groups whose purpose for existing, is scheduled competition with other AAA member schools, and who may or may not have the opportunity to practice during a scheduled period upon returning to school. e.g. - Odyssey of the Mind

Non-school groups or organizations that use school facilities on a gratis basis or fee basis may be allowed use of school facilities when the district is closed due to inclement weather conditions. However, the district does not encourage or sanction such usage and does not assume any responsibility or liability for accidents, personal injury, or property damages incurred on school property or happening during travel to and from the school site.

Those traveling to or using school facilities during periods when school is closed at any time do so at their own discretion and at their own risk.

**Gentry Public School District Board Policies**  
Effective As Of July 1, 2020



**Descriptor Term:**  
Special Education

**Descriptor Code:**  
IKF

**Issue Date:**  
May 20, 2013

**Last Revised**

In keeping with current legislation and the philosophy of the Gentry Public School District, the board recognizes that the District shall provide a free appropriate public education and necessary related services to all children identified as a student with a disability, required under the Individuals With Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and Arkansas Statutes.

It is the intent of the District to ensure that students who exhibit a disability within the definition of Section 504 of the Rehabilitation Act of 1973 are identified, evaluated and provided with appropriate educational services. Students may have a disability within the meaning of Section 504 of the Rehabilitation Act even though they do not require services pursuant to the IDEA.

If warranted, the student will receive appropriate assessments by a qualified examiner who will interpret the results to parents and staff. Gentry Public School District does employ certified special education teachers to develop an Individualized Education Plan (IEP) to insure the provision of a Free Appropriate Public Education (FAPE). Special Education students will participate in all activities with regular classmates unless determined otherwise by the IEP team. A full continuum of service options and related services are available to meet the needs of identified students from 3-21 years of age.

For students eligible for services under IDEA, the District shall follow procedures for identification, evaluation, placement, and delivery of services to children with disabilities provided in state and federal statutes which govern special education. Implementation of an Individualized Education Program (IEP) in accordance with the IDEA satisfies the District's obligation to provide a free and appropriate education. Gentry Public School District employees certified special education teachers and staff, and are under the supervision of the building principal.

The Board directs the Superintendent to ensure procedures are in place for the implementation of Special Education services and that programs are developed to conform to the requirements of state and federal legislation. The Superintendent is responsible for appointing a District coordinator for overseeing District fulfillment of its responsibilities regarding students with a disability. Among the coordinator's responsibilities shall be ensuring District enforcement of the due process rights of students with a disability and their parents.

**Legal References:**

34 C.F.R. 300 et seq.

42 U.S.C. §12101 et seq. American with Disabilities Act

29 U.S.C. § 794 Rehabilitation Act of 1973, Section 504,

20 U.S.C. §1400 et seq. Individuals with Disabilities Education Act,

P.L. 108-446 The 2004 Reauthorization of the Individuals with Disabilities Act

A.C.A. § 6-41-201 et seq.

**Gentry Public School District Board Policies**  
**Effective As Of July 1, 2020**



The mission of the Gentry School District is to work with the community in providing safe and successful experiences for each student.



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The mission of the Gentry School District is to work with the community in providing safe and successful experiences for each student.



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**Gentry Public School District Board Policies**  
**Effective As Of July 1, 2020**



The mission of the Gentry School District is to work with the community in providing safe and successful experiences for each student.



# LICENSED PERSONNEL

**Gentry Public School District Board Policies**  
Effective As Of July 1, 2019



The mission of the Gentry School District is to work with the community in providing safe and successful experiences for each student.



### 3.1—LICENSED PERSONNEL SALARY SCHEDULE

Descriptor Term: Descriptor

Code: Issue Date: Last Revised:

CERTIFIED/CLASSIFIED SALARY SCHEDULE GBAAA July 1, 1997 June 20, 2016, 3-13-2017, 4-17-2017, March 17, 2020

Experience Range	1		3		5		7		9		Longevity	Credit	End of
	BA	Index	BA +15	Index	MED	Index	MED+15	Index	MED+30	Index			
0	36000	1.000	37030	1.029	40650	1.129	41268	1.147	41886	1.165	0	\$0	1
1	36500	1.014	37530	1.044	41150	1.144	41768	1.161	42386	1.179	1	\$0	2
2	37000	1.029	38030	1.058	41650	1.158	42268	1.176	42886	1.193	2	\$0	3
3	37500	1.043	38530	1.072	42150	1.172	42768	1.190	43386	1.208	3	\$0	4
4	38000	1.057	39030	1.087	42650	1.187	43268	1.204	43886	1.222	4	\$0	5
5	38500	1.071	39530	1.101	43150	1.201	43768	1.219	44386	1.236	5	\$500	6
6	39000	1.086	40030	1.115	43650	1.215	44268	1.233	44886	1.251	6	\$500	7
7	39500	1.100	40530	1.129	44150	1.229	44768	1.247	45386	1.265	7	\$500	8
8	40000	1.114	41030	1.144	44650	1.244	45268	1.261	45886	1.279	8	\$500	9
9	40500	1.129	41530	1.158	45150	1.258	45768	1.276	46386	1.293	9	\$500	10
10	41000	1.143	42030	1.172	45650	1.272	46268	1.290	46886	1.308	10	\$750	11
11	41500	1.157	42530	1.187	46150	1.287	46768	1.304	47386	1.322	11	\$750	12
12	42000	1.171	43030	1.201	46650	1.301	47268	1.319	47886	1.336	12	\$750	13
13	42500	1.186	43530	1.215	47150	1.315	47768	1.333	48386	1.351	13	\$750	14
14	43000	1.200	44030	1.229	47650	1.329	48268	1.347	48886	1.365	14	\$750	15
15	43500	1.214	44530	1.244	48150	1.344	48768	1.361	49386	1.379	15	\$1,000	16
16	44000	1.229	45030	1.258	48650	1.358	49268	1.376	49886	1.393	16	\$1,000	17
17	44500	1.243	45530	1.272	49150	1.372	49768	1.390	50386	1.408	17	\$1,000	18
18	45000	1.257	46030	1.287	49650	1.387	50268	1.404	50886	1.422	18	\$1,000	19
19	45500	1.271	46530	1.301	50150	1.401	50768	1.419	51386	1.436	19	\$1,000	20
20	46000	1.286	47030	1.315	50650	1.415	51268	1.433	51886	1.451	20	\$1,250	21
21	46500	1.300	47530	1.329	51150	1.429	51768	1.447	52386	1.465	21	\$1,250	22
22	47000	1.314	48030	1.344	51650	1.444	52268	1.461	52886	1.479	22	\$1,250	23
23	47500	1.329	48530	1.358	52150	1.458	52768	1.476	53386	1.493	23	\$1,250	24
24	48000	1.343	49030	1.372	52650	1.472	53268	1.490	53886	1.508	24	\$1,250	25
25	48500	1.357	49530	1.387	53150	1.487	53768	1.504	54386	1.522	25	\$1,500	26
26	49000	1.371	50030	1.401	53650	1.501	54268	1.519	54886	1.536	26	\$1,500	27
27	49500	1.386	50530	1.415	54150	1.515	54768	1.533	55386	1.551	27	\$1,500	28
28	50000	1.400	51030	1.429	54650	1.529	55268	1.547	55886	1.565	28	\$1,500	29
29	50500	1.414	51530	1.444	55150	1.544	55768	1.561	56386	1.579	29	\$1,500	30
30	51000	1.429	52030	1.458	55650	1.558	56268	1.576	56886	1.593	30	\$1,500	31



**Degree**

M.Ed.	Degree Step 1	1	\$0
M.Ed.+15	Degree Step 2	2	\$1,030
M.Ed.+30	Degree Step 3	3	\$4,532
Ed.S.	Degree Step 4	4	\$5,150
Ed.D.	Degree Step 5	5	\$5,768

**CERTIFIED EMPLOYEES  
EXTENDED CONTRACT PROVISION**

Non-administrative, certified employees' salaries, who have a 195 to 245 day contract, are pro-rated according to per diem rate for 190 day contract for their respective level of experience and education hours.

“Certified employees who perform a service for the school district outside their contracted instructional day that is not already compensated by a stipend, which requires certification to perform, and the service is in the teacher’s field of certification, shall be paid at either his/her per diem rate or per hour rate based on an eight hour day calculated from his/her per diem rate.

“Certified employees who perform a service for the school district outside their contracted instructional day, that is not already compensated by a stipend, is in excess of 60 minutes per week and which does not require certification to perform, shall be paid at either the per diem rate or per hour rate based on an eight hour day calculated on an aides position at Step 0.

If a teacher in grades seven through twelve (7-12) volunteers to teach more than the maximum number of students permitted per day under the Standards for Accreditation of Arkansas Public Schools and School Districts, then the teacher's pay under his or her contract shall be increased by an amount proportionate to the teacher's base pay and the additional number of students taught by the teacher. A teacher in grades seven through twelve (7-12) may volunteer to use his or her conference period during the day to teach an additional class period or to teach more than the maximum number of students per day and shall be compensated at a pro-rated portion of his or her contract for both the extra class period and for every additional student they teach over the maximum number of students permitted per day under the Standards for Accreditation of Arkansas Public Schools and School Districts. All other provisions of Act 993 of 2015 Regular Session shall apply to and for the teacher who volunteers in this manner.

**CERTIFIED EMPLOYEES  
FRACTIONAL F.T.E. PROVISION**

For any non-administrative, certified employee's, working less than a seven period day, pay is based on a proportional per diem rate of contracted amount for a full day employee.

**BENEFITS/SALARY SUPPLEMENTS**

Car allowance shall be paid to the superintendent in the amount of \$2700.00 per year. This allowance shall be paid in a lump sum at the beginning of each fiscal year. The superintendent shall keep a log of mileage traveled for school purposes from January 1 to December 30. The miles traveled shall be multiplied times the rate, existing each July 1, as allowed by the Internal Revenue Service for business travel and the total expense shall be subtracted from the \$2700 allowance. On this difference, usual payroll taxes for state, federal, F.I.C.A., and Medicaid shall be computed and withheld and the superintendent shall receive a 1099-G Misc. Income.

Membership dues in the Arkansas Association of Educational Administrators will be paid for all full-time administrators.

In accordance with A.C.A. 6-17-1117 the Gentry School District shall pay the health insurance contribution rate established by the State Board of Education for each eligible [other] employee electing to participate in the Public School Employee Health Insurance Program. The minimum contribution rate shall increase annually by the same percentage that the legislature increases the salary and benefit component of the per-student foundation funding amount under § 6-20-2305.

Unless exempt, the local contribution rate of a school district shall also increase by the same percentage that a school district increases the base salary for licensed personnel under the licensed salary schedule adopted by the school district.

"Local contribution rate" means the contribution amount a school district provides for health insurance above the minimum contribution rate. A change to the local contribution rate is effective for the plan year after the change to the licensed salary schedule is adopted by a school district.

Business mileage for use of personal vehicle is reimbursed at the rate, existing each July 1, as allowed by the Internal Revenue Service for business for all employees, excluding the superintendent, for all school trips having prior approval by the superintendent.

Meal reimbursement shall be based on actual expenses of meal and gratuity as documented by receipts from the institution at which the meal was obtained. The maximum "tip" allowed as part of the reimbursement shall be no more than 15% of the cost of the meal. The maximum reimbursement per day shall be (\$35) thirty-five dollars. No reimbursement shall be made without appropriate documentation.

**EXTRA DUTY PAY/SALARY SUPPLEMENT  
CERTIFIED EMPLOYEES  
GENTRY PUBLIC SCHOOLS**

Athletic Director	\$5000
Parent Involvement Coordinator (FACE)	\$1500
Gifted and Talented Coordinator	\$1500
High School Newspaper	\$300
High School Newsletter	\$300
Middle School Newsletter	\$300
Intermediate School Newsletter	\$300
Primary School Newsletter	\$300
Senior Class Sponsor	\$400
Junior Class Sponsor	\$800
High School Student Council	\$400
Forensics	\$1200
Theater	\$800
High School Yearbook	\$1500
High School Ace	\$700
OM Coordinator	\$700
Trap Shooting	\$700
National Board Certification	\$2000
Head Sr. High Football	\$3,500 and 20 Day Extended Contract
Head Jr. High Football	\$3,000 and 20 Day Extended Contract
Asst. Sr. Football	\$2,500 and 10 Day Extended Contract
Asst. Jr. Football	\$2,000 and 10 Day Extended Contract
Sr. Boys Basketball	\$3,500 And 20 Day Extended Contract
Jr. Boys Basketball	\$3,000 And 20 Day Extended Contract



Sr. Girls Basketball	\$3,500 And 20 Day Extended Contract
Jr. Girls Basketball	\$3,000 And 20 Day Extended Contract
Asst. Sr. Basketball	\$2,500 And 10 Day Extended Contract
Asst. Jr. Basketball	\$2,000 And 10 Day Extended Contract
Head Sr. High Boy's Track	\$1,000
Head Jr. High Boy's Track	\$1,000
Sr. High Girls Track	\$1,000
Jr. High Girls Track	\$1,000
7-9 Girls Assistant Track	\$500
7-9 Boy's Assistant Track	\$500
10-12 Girls Assistant Track	\$500
10-12 Boy's Assistant Track	\$500
7th Grade Football	\$1000
Asst. 7 <sup>th</sup> Football	\$500
7th Grade Boys' Basketball	\$1000
7th Grade Girls Basketball	\$1000
7th Grade Boy's Track	\$500
7th Grade Girls Track	\$500
Sr. High Cheerleader	\$2500
Jr. High Cheerleader	\$1500
Sr Band Director	\$3,500 And 20 Day Extended Contract
Jr. Band Director	\$3000
Choir Director	\$1500
Jr. Choir Director	\$1000
Head Baseball	\$2,000
Asst. Baseball	\$1,000
Girls Softball	\$2,000
Assistant Softball	\$1000
Boys Golf 9-12	\$1,000
Girls Golf 9-12	\$1,000
Sr. Volleyball	\$2,000 And 10 Day Extended Contract
Jr. Volleyball	\$1500
7 <sup>th</sup> Grade Volleyball	\$1,000
Girls Bowling	\$1,000
Boys Bowling	\$1,000
Girls Soccer	\$2000
Assistant Girls Soccer	\$1000
Boys Soccer	\$2000
Assistant Boys Soccer	\$1000
Weightlifting	\$1,000
Wrestling 9-12	\$2,000
Boys Cross Country	\$1,000
Girls Cross Country	\$1,000
Esports	\$1,000 per semester (2 seasons per year)
Direct Reach Teacher I	\$3,000
Direct Reach Teacher II	\$5,500

Master Direct Reach Teacher	\$8,000
Multi-Classroom Leader I	\$10,500
Multi-Classroom Leader II	\$13,000
Multi-Classroom Leader III	\$15,500
Expelled with Services Teacher Contact	\$250
ESOL Coordinator	\$2500
District Coordinator Parent and Family Engagement (FACE)	\$2000
Alternative Learning Environment (ALE)	\$10,000
Lead Professional Teacher	\$1,000
Master Professional Teacher	\$1,000
High Reliability Teacher Level 1	\$1,000
High Reliability Teacher Level 2	\$1,000
High Reliability Teacher Level 3	\$1,000

Note: Employees who qualify for multiple stipends involving the extension of the number of working days in the employee’s contract, shall only receive an extension for the stipend which is the greatest; i.e. extensions are concurrent not cumulative.

**LOCAL LONGEVITY SALARY CREDITS  
CERTIFIED AND CLASSIFIED EMPLOYEES  
GENTRY PUBLIC SCHOOLS**

When you have completed **5 years** at Gentry Public Schools you will receive a **\$500** stipend in your next year’s contract and will continue to receive such until—

you have completed **10 years** at Gentry Public Schools at which time you will receive a **\$750** stipend in your next year’s contract and will continue to receive such until—

you have completed **15 years** at Gentry Public Schools at which time you will receive a **\$1000** stipend in your next year’s contract and will continue to receive such until—

you have completed **20 years** at Gentry Public Schools at which time you will receive a **\$1250** stipend in your next year’s contract and will continue to receive such until—

you have completed **25 years** at Gentry Public Schools at which time you will receive a **\$1500** stipend in your next year’s contract and will continue to receive such until you leave service in the district.

State law requires each District to include its teacher salary schedule, including stipends and other material benefits, in its written personnel policies unless the District recognizes a teachers’ union in its policies for, among other things, the negotiation of salaries. In developing the salary schedule, the District will establish a normal base contract period for teachers. The District is required to post the salary schedule on its website by September 15 of each year and should place an obvious hyperlink, button, or menu item on the website's homepage that links directly to the current year licensed policies and salary schedule.

For the purposes of the salary schedule, a teacher will have worked a “year” if he/she works at least 160 days.

For the purposes of this policy, a master’s degree or higher is considered “relevant to the employee’s position” if it is related to education, guidance counseling, or the teacher’s content area and has been awarded for successful completion of a program at the master’s level or higher by an institution of higher education accredited under Arkansas statutory requirements applicable at the time the degree was awarded.

Teachers who have earned additional, relevant degrees or sufficient college hours to warrant a salary change are responsible for reporting and supplying a transcript to Human Resource. This paperwork is due by June 30 and the salary increase will be reflected on the next year’s contract. All salary changes will be on a “go forward” basis, and no back pay will be awarded.

### **Arkansas Professional Pathway to Educator Licensure (APPEL) Program**

Each employee newly hired by the district to teach under the Arkansas Professional Pathway to Educator Licensure (APPEL) Program shall initially be placed on the salary schedule in the category of a bachelor’s degree with no experience, unless the APPEL program employee has previous teaching experience which requires a different placement on the schedule. Upon receiving his/her initial or standard teaching license, the employee shall be moved to the position on the salary schedule that corresponds to the level of education degree earned by the employee which is relevant to the employee’s position. Employee’s degrees which are not relevant to the APPEL program’s position shall not apply when determining his/her placement on the salary schedule. A teacher with a non-traditional provisional license shall be eligible for step increases with each successive year of employment, just as would a teacher possessing a traditional teaching license.

### **Licensed employee, seeking additional area or areas of licensure**

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

Cross Reference: Policy 1.9—POLICY FORMULATION

Legal References: A.C.A. § 6-17-201, 202, 2403  
A.C.A. § 6-20-2305(f)(4)  
ADE Rules Governing School District Requirements for Personnel Policies, Salary Schedules, Minimum Salaries, and Documents Posted to District Websites

Date Adopted: 4/15/2019

Last Revised: 7/1/2021

## 3.2—LICENSED PERSONNEL EVALUATIONS

### Definitions

"Beginning administrator" means a building level or district level leader who has not completed three (3) years of experience as a building level or district level administrator.

"Building level or district level leader" means an individual employed by the District whose job assignment is that of a building level or district level administrator or an equivalent role, including an administrator licensed by the State Board of Education, an unlicensed administrator, or an individual on an Administrator Licensure Completion Plan. Building level or district level leader does not include the superintendent, deputy superintendents, associate superintendents, and assistant superintendents.

"Novice teacher" is a teacher who has less than three (3) years of public school classroom experience.

"Teacher" has the same definition as A.C.A. § 6-17-2803(16).

### Teachers

Teachers will be evaluated under the provisions and timelines of the Teacher Excellence and Support System (TESS).

The superintendent or designee(s) shall develop procedures to govern the evaluation process and timelines for the evaluations.

Teachers will be evaluated under the schedule and provisions required by TESS. All teachers, other than novice teachers, will have a summative evaluation over all domains and components at least once every four (4) years. To establish the initial four (4) year rotation schedule for teachers, other than novice teachers, to be summatively evaluated, at least one-quarter (1/4) of each school's teachers, other than novice teachers, will be selected for evaluation by a rotation cycle established by the building principal. Novice teachers will receive a summative evaluation in the year following the completion of their novice period and will be added to the four (4) year summative evaluation rotation for following years. A teacher who transfers into the District from another Local Educational Agency (LEA) shall be added to the four (4) year summative evaluation rotation based on when the teacher's most recent summative evaluation was conducted.

All teachers shall develop a Professional Growth Plan (PGP) annually that identifies professional growth outcomes to advance the teacher's professional skills and clearly links personalized, competency-based professional learning opportunities to the professional growth outcomes. The teacher's PGP must be approved by the teacher's evaluator. If there is disagreement between a teacher and the teacher's evaluator concerning the PGP, the decision of the evaluator shall be final.

Following a summative evaluation, the teacher shall receive an overall performance rating that is derived from:

1. A written evaluation of the teacher's performance on all evaluation domains as a whole;
2. The evaluation framework and evaluation rubric appropriate to the teacher's role;
3. Multiple sources of evidence of the teacher's professional practice including, but not limited to:
  - a. Direct observation;
  - b. Indirect observation;
  - c. Artifacts; and

- d. Data; and
- 4. Presentations of evidence chosen by the teacher, the evaluator, or both.

The Summative evaluation shall provide an opportunity for the evaluator and the teacher to discuss the review of the evidence used in the evaluation and provide feedback that the teacher can use to improve his/her teaching skills and student learning.

While teachers are only required to be summatively evaluated once every four (4) years, the teacher's evaluator may conduct a summative evaluation in any year.

A teacher shall continue to demonstrate a commitment to student learning in formative years by furthering the teacher's professional growth and development as guided by the teacher's PGP. The teacher's evaluator, or one or more individuals selected by the evaluator, shall support the teacher on an ongoing basis throughout the formative years by:

- Providing teachers with immediate feedback about teaching practices;
- Engaging teachers in a collaborative, supportive learning process; and
- Helping teachers use assessment methods supported by evidence-based research that inform the teacher of student progress and provide a basis for adapting teaching practices.

An overall performance rating is not required in a formative year.

#### **Building Level or District Level Evaluations**

Building level or district level leaders will be evaluated under the schedule and provisions required by the Leader Excellence and Development System (LEADS).

The superintendent or designee(s) shall develop procedures to govern the evaluation process and timelines for the evaluations.

Building level or district level leaders, except for beginning administrators, shall have a summative evaluation at least once every four (4) years. To establish the initial four-year rotation schedule for building level or district level leaders, except for beginning administrators, to be summatively evaluated, at least one quarter (1/4) of each school's building level or district level leaders will be selected for evaluation by a schedule created by the superintendent or his/her designee. Beginning administrators shall have a summative evaluation in the year following the completion of their beginning administrator period and will be added to the four (4) year summative evaluation rotation for following years. A building level or district level leader who transfers into the District from another LEA shall be added to the four (4) year summative evaluation rotation based on when the building level or district level leader's most recent summative evaluation was conducted.

A building level or district level leader shall complete a PGP based on the standards and functions determined during the initial summative evaluation meeting with the superintendent or designee. If there is disagreement between a building level or district level leader and the leader's evaluator concerning the PGP, the decision of the evaluator shall be final.

The building level or district level leader shall annually revise his/her PGP and associated documents required under LEADS. In a non-summative evaluation year, his/her job performance will be measured on how well the PGP's goals have been met.

The Superintendent, or designee shall use the evaluation framework and rubric that is appropriate to the role and responsibilities of the building level or district level leader when conducting the building level or district level leader's summative evaluation. The Building level or district level leader's summative evaluation shall result in a written overall performance rating that is based on multiple sources of evidence of the building level or district level leader's professional practice, which may include:

- a. Direct observation;
- b. Indirect observation;
- c. Artifacts; and
- d. Data.

When the Superintendent or designee conducts a summative evaluation, he/she will base the building level or district level leader's continuing employment recommendation on:

- The level of performance based on the performance functions and standards of the evaluation rubric;
- The evidence of teacher performance and growth applicable to the building- or district-level leader; and
- The building- or district-level leader's progression on his or her professional growth plan.

While building level or district level leaders are required to be summatively evaluated once every four (4) years, the Superintendent or designee may conduct a summative evaluation in any year.

Cross Reference: 8.2—CLASSIFIED PERSONNEL EVALUATIONS

Legal References: A.C.A. § 6-17-2801 et seq.

A.C.A. § 11-3-204

ADE Rules Governing Educator Support and Development

Date Adopted: 4/15/2019

Last Revised:

### 3.4—LICENSED PERSONNEL REDUCTION IN FORCE

#### SECTION ONE

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

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

If a reduction in force becomes necessary in a licensure area or specific grade level(s), the RIF shall be conducted for each licensure area and/or specific grade level on the basis of each employee's points as determined by the schedule contained in this policy. The teacher with the fewest points will be non-renewed or terminated first. In the event of a tie between two or more employees, the teacher(s) shall be retained whose name(s) appear first in the board's minutes of the date of hire. There is no right or implied right for any teacher to "bump" or displace any other teacher **except when permitted by policy 8.30**. Being employed fewer than 160 days in a school year shall not constitute a year. It is each teacher's individual responsibility to ensure his/her point totals are current in District files.

#### **Points**

- Years of service in the district—1 point per year  
All licensed position years in the district count including non-continuous years.  
Service in any position not requiring teacher licensure does not count toward years of service.  
Being employed fewer than 160 days in a school year shall not constitute a year.
- Graduate degree in any area of licensure in which the teacher will be ranked (only the highest level of points apply)
  - 1 point—Master's degree
  - 2 points—Master's degree plus thirty additional hours
  - 4 points—Educational specialist degree
  - 4 points—Doctoral degree
- National Board of Professional Teaching Standards certification—3 points
- Additional academic content areas of endorsement as identified by the State Board—1 point per area
- Licensure for teaching in a State Board identified shortage area—2 points
- Multiple areas and/or grade levels of licensure as identified by the State Board —1 point per additional area or grade level as applicable. For example, a P-4 license or a 5-8 social studies license is each worth one point.

When the District is conducting a RIF, all potentially affected teachers shall receive a listing of licensed personnel with corresponding point totals. Upon receipt of the list, each teacher has ten (10) working days within which to appeal his or her assignment of points to the superintendent whose decision shall be final.

Except for changes made pursuant to the appeals process, no changes will be made to the list that would affect a teacher's point total after the list is released.

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

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

There shall be no right of recall for any teacher.

## **SECTION TWO**

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

Such employees will not be considered as having any seniority within the Gentry District and may not claim an entitlement under a reduction in force to any position held by a Gentry District employee prior to, or at the time of, or prior to the expiration of ninety (90) days after the consolidation or annexation, if the notification provision below is undertaken by the superintendent.

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

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



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

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: 4/15/2019

Last Revised: 5/17/2021

### **3.5—LICENSED PERSONNEL CONTRACT RETURN**

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

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

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

Date Adopted: 4/15/2019

Last Revised:

### **3.6—LICENSED PERSONNEL EMPLOYEE TRAINING**

For the purposes of this policy, professional development (PD) means a set of coordinated, planned learning activities for District employees who are required to hold a current license issued by the State Board of Education as a condition of employment that:

- Is required by statute or the Arkansas Department of Education (ADE); or
- Meets the following criteria:
  - Improves the knowledge, skills, and effectiveness of teachers;
  - Improves the knowledge and skills of administrators and paraprofessionals concerning effective instructional strategies and methods;
  - Leads to improved student academic achievement; and
  - Is researched-based and standards-based.

All employees shall attend all local PD training sessions as directed by his/her supervisor.

As part of the District's School District Support Plan (SDSP), the District shall develop and implement a professional development plan (PDP) for its licensed employees. The District's PDP shall, in part, align District resources to address the PD activities identified in each school's school-level improvement plan (SLIP) and incorporate the licensed employee's professional growth plan (PGP). The PDP shall describe how the District's categorical funds will be used to address deficiencies in student performance and any identified academic achievement gaps between groups of students. At the end of each school year, the District shall evaluate the PD activities' effectiveness at improving student performance and closing achievement gaps.

Each licensed employee shall receive a minimum of sixty (60) hours of PD annually to be fulfilled between July 1 and June 30. A licensed employee may be required to receive more PD than the minimum when necessary to complete the licensed employee's PGP. All licensed employees are required to obtain thirty-six (36) hours of approved PD each year over a five-year period as part of their licensure renewal requirements. PD hours earned in excess of each licensed employee's required number of hours in the designated year cannot be carried over to the next year.

Licensed employees who are prevented from obtaining the required PD hours due to their illness or the illness of an immediate family member as defined in A.C.A. § 6-17-1202 have until the end of the following school year to make up the deficient hours. Missed hours of PD shall be made up with PD that is substantially similar to that which was missed and can be obtained by any method, online or otherwise, approved by ADE. This time extension does not absolve the employee from also obtaining the following year's required hours of PD. Failure to obtain required PD or to make up missed PD could lead to disciplinary consequences, up to termination or nonrenewal of the contract of employment.

The goal of all PD activities shall be improved teaching and learning knowledge and skills that result in individual, team, school-wide, and District-wide improvement designed to ensure that all students demonstrate proficiency on the state's academic standards. The PDP shall be research-based and standards-based and in alignment with applicable ADE Rules and/or Arkansas code.

Teachers, administrators, and paraprofessionals shall be involved in the design, implementation, and evaluation of the plan for their own PD offerings. The results of the evaluation made by the participants in each program shall be used to continuously improve PD offerings and to revise the SIIP.

Flexible PD hours (flex hours) are those hours that an employee is allowed to substitute PD activities, different than those offered by the District, but are still aligned to the employee's PGP, the employee's school's SLIP, or the District's PDP. The District shall determine on an annual basis how many, if any, flex hours of PD it will allow to be substituted for District scheduled PD offerings. The determination may be made at an individual building, a grade, or by subject basis. The District administration and the building principal have the authority to require attendance at specific PD activities. Employees must receive advance approval from the building principal for activities they wish to have qualify for flex PD hours. To the fullest extent possible, PD activities are to be scheduled and attended such that teachers do not miss their regular teaching assignments. Six (6) approved flex hours credited toward fulfilling the licensed employee's required hours shall equal one (1) contract day. Hours of PD earned by an employee that are in excess of the employee's required hours, but are either not at the request of the District or not pre-approved by the building principal, shall not be credited toward fulfilling the required number of contract days for that employee. Hours earned that count toward the licensed employee's required hours also count toward the required number of contract days for that employee. Employees shall be paid their daily rate of pay for PD hours earned at the request of the District that necessitate the employee work more than the number of days required by their contract.

Teachers and administrators who, for any reason, miss part or all of any scheduled PD activity they were required to attend, must make up the required hours in comparable activities, which are to be pre-approved by the employee's appropriate supervisor.

To receive credit for his/her PD activity, each employee is responsible for obtaining and submitting documents of attendance, or completion for each PD activity he/she attends. Documentation is to be submitted to the building principal or designee. The District shall maintain all documents submitted by its employees that reflect completion of PD programs, whether such programs were provided by the District or an outside organization.

To the extent required by DESE Rules, employees will receive up to six (6) hours of educational technology PD that is integrated within other PD offerings, including taking or teaching an online or blended course.

The following PD shall count toward a licensed employee's required PD hours to the extent the District's PDP or the employee's school's SLIP includes such training, is approved for flex hours, or is part of the employee's PGP and it provides him/her with knowledge and skills for teaching:

- Students with intellectual disabilities, including Autism Spectrum Disorder;
- Students with specific learning disorders, including dyslexia;
- Culturally and linguistically diverse students;
- Gifted students.

Beginning in the 2013-14 school-year and every fourth year thereafter, all mandated reporters and licensed personnel shall receive two (2) hours of PD related to child maltreatment required under A.C.A. § 6-61-133. For the purposes of this training, "mandated reporters" includes school social workers, psychologists, and nurses.

Beginning in school-year 2014-15 and every fourth year thereafter, teachers shall receive two (2) hours of PD designed to enhance their understanding of effective parental involvement strategies.

Beginning in school-year 2014-15 and every fourth year thereafter, administrators shall receive two (2) hours of PD designed to enhance their understanding of effective parental involvement strategies and the importance of administrative leadership in setting expectations and creating a climate conducive to parental participation.

Beginning in the 2015-16 school-year and every fourth year thereafter, all licensed personnel shall receive two (2) hours of PD in teen suicide awareness and prevention, which may be obtained by self-review of suitable suicide prevention materials approved by DESE.

Beginning in the 2016-17 school-year and every fourth year thereafter, teachers who provide instruction in Arkansas history shall receive at least two (2) hours of PD in Arkansas history as part of the teacher's annual PD requirement.

Beginning with the 2018-2019 school year, the District shall provide professional development to teachers licensed:

- At the elementary level for kindergarten through grade six (K-6), in special education for kindergarten through grade twelve (K-12), or reading specialists for kindergarten through grade twelve (K-12) for one (1) of the prescribed pathways to obtaining a proficiency credential in knowledge and practices in scientific reading instruction; and
- In an area other than elementary level for kindergarten through grade six (K-6), in special education for kindergarten through grade twelve (K-12), or reading specialists for kindergarten through grade twelve (K-12) for one (1) of the prescribed pathways to obtaining an awareness credential in knowledge and practices in scientific reading instruction.

The professional development will be designed so that, by the beginning of the 2021-2022 school year, all teachers employed in a teaching position that requires an elementary education license (K-6), special education license, or reading specialists in kindergarten through grade twelve (K-12) shall demonstrate proficiency in knowledge and practices of scientific reading instruction and all other teachers shall demonstrate awareness in knowledge and practices of the scientific reading instruction.

Beginning in the 2019-2020 school year, the District shall provide annual training instruction based on the science of reading as set forth in the literacy plan contained within the District's SLIPs.

Beginning in the 2023-24 school-year and every fourth year thereafter, All licensed personnel shall receive two (2) hours of training related to bullying prevention and recognition of the relationship between incidents of bullying and the risk of suicide.

Anticipated rescuers shall receive training in cardiopulmonary resuscitation and the use of automated external defibrillators as required by DESE Rule. Such training shall count toward the required annual hours of PD.

At least once every three (3) years, persons employed as athletic coaches shall receive training related to the recognition and management of concussions, dehydration, or other health emergencies; students' health and safety issues related to environmental issues; communicable diseases; and sudden cardiac arrest. The training may include a component on best practices for a coach to educate parents of students involved in athletics on sports safety.

All licensed personnel shall receive training related to compliance with the District's antibullying policies. The licensed employee's duties under the District's antibullying policies.

For each administrator, the sixty (60) hour PD requirement shall include training in data disaggregation, instructional leadership, and fiscal management. This training may include the Initial, Tier 1, and Tier 2 training required for Superintendents and other designees by DESE's Rules Governing the Arkansas Financial Accounting and Reporting System and Annual Training Requirements.

Building level administrators shall complete the credentialing assessment for the teacher evaluation PD program prior to conducting any summative teacher evaluations.

Teachers' PD shall meet the requirements prescribed under the Teacher Excellence and Support System (TESS).

By the end of the 2014-15 school-year, teachers shall have received professional awareness on the characteristics of dyslexia and the evidence-based interventions and accommodations for dyslexia.

Teachers required by the superintendent, building principal, or their designee to take approved training related to teaching an advance placement class for a subject covered by the College Board and Educational Testing Service shall receive up to thirty (30) hours of credit toward the hours of PD required annually.

Licensed personnel may earn up to twelve (12) hours of PD for time they are required to spend in their instructional classroom, office or media center prior to the first day of student/teacher interaction **provided** the time is spent in accordance with state law and current DESE rules that deal with PD. Licensed personnel who meet the requirements of this paragraph, the associated statute, and DESE Rules shall be entitled to one (1) hour of PD for each hour of approved preparation.

Licensed personnel shall receive five (5) PD hours for each credit hour of a graduate level college course that meets the criteria identified in law and applicable DESE rules. A maximum of fifteen (15) such hours may be applied toward the thirty six (36) hours of PD required annually for license renewal.

The District shall make available annually to licensed personnel at least thirty (30) minutes of professional development on recognizing the warning signs that a child is a victim of human trafficking and reporting a suspicion that a child is a victim of human trafficking.

In addition to other required PD, personnel of Alternative Learning Environments shall receive PD on classroom management and on the specific needs and characteristics of students in alternative education environments.

District administrators as well as licensed personnel selected by the superintendent or building principal shall receive training on the appropriate use of restraint and seclusion in accordance with DESE's Advisory Guidelines for the Use of Student Restraints in Public School or Educational Settings.

Employees who do not receive or furnish documentation of the required annual PD jeopardize the accreditation of their school and academic achievement of their students. Failure of an employee to receive his/her required annual hours of PD in any given year, unless due to illness as permitted by law, DESE Rule, and this policy, shall be grounds for disciplinary action up to and including termination.

Approved PD activities may include:

- Conferences/workshops/institutes;
- Mentoring/peer coaching;
- Study groups/learning teams;
- National Board for Professional Teaching Standards Certification;
- Distance and online learning (including ArkansasIDEAS);
- Micro-credentialing approved by DESE;
- Internships;
- State/district/school programs;
- Approved college/university course work;
- Action research; and
- Individually guided (to be noted in the employee's PGP).

Approved PD activities that occur during the instructional day or outside the licensed employee's annual contract days may apply toward the annual minimum PD requirement.

PD activities shall relate to the following areas:

- Content (K-12);
- Instructional strategies;
- Assessment/data-driven decision making;
- Advocacy/leadership/fiscal management;
- Systemic change process;
- Standards, frameworks, and curriculum alignment;
- Supervision;
- Mentoring/peer coaching;
- Next generation learning/integrated technology;
- Principles of learning/developmental stages/diverse learners;
- Cognitive research;
- Parent involvement/academic planning and scholarship;
- Building a collaborative learning community;
- Student health and wellness; and
- The Code of Ethics for Arkansas Educators.

Additional activities eligible for PD credit, as included in the District's PDP, employee's school's SLIP, and licensed employee's PGP, include:

- School Fire Marshall program (A.C.A. § 6-10-110);
- Tornado safety drills (A.C.A. § 6-10-121);
- Statewide student assessments (A.C.A. § 6-15-2912);
- Test security and confidentiality (A.C.A. § 6-15-2907);
- Emergency plans and the Panic Button Alert System (A.C.A. § 6-15-1302);
- TESS (A.C.A. § 6-17-2806);
- Student discipline training, behavioral intervention, and classroom management (A.C.A. § 6-18-502);
- Comprehensive School Counseling Program (A.C.A. § 6-18-2004);

- Training required by DESE under The Arkansas Educational Support and Accountability Act and fiscal and facilities distress statutes and rules; and
- Annual active shooter drills (6-15-1303).

Cross References:      3.50—ADMINISTRATOR EVALUATOR CERTIFICATION  
                                  4.37—EMERGENCY DRILLS  
                                  5.2—PLANNING FOR EDUCATIONAL IMPROVEMENT

Legal References:      Standards For Accreditation 1-B.4, 3-A.4, 3-B.1, 4-G.1, 4-G.2  
                                  DESE Rules Governing Professional Development  
                                  DESE Rules Governing the Arkansas Educational Support and Accountability Act  
                                  DESE Rules Governing the Arkansas Financial Accounting and Reporting System  
                                  and Annual Training Requirements  
                                  DESE Rules Governing the Right to Read Act  
                                  DESE Rules Governing Student Special Needs Funding  
                                  DESE Advisory Guidelines for the Use of Student Restraints in Public School or  
                                  Educational Settings  
                                  A.C.A. § 6-10-121  
                                  A.C.A. § 6-10-122  
                                  A.C.A. § 6-10-123  
                                  A.C.A. § 6-15-1004(c)  
                                  A.C.A. § 6-15-1302  
                                  A.C.A. § 6-15-1303  
                                  A.C.A. § 6-15-1703  
                                  A.C.A. § 6-15-2907  
                                                     A.C.A. § 6-15-2911  
                                  A.C.A. § 6-15-2912  
                                  A.C.A. § 6-15-2913  
                                  A.C.A. § 6-15-2914  
                                  A.C.A. § 6-15-2916  
                                  A.C.A. § 6-16-1203  
                                  A.C.A. § 6-17-429  
                                  A.C.A. § 6-17-703  
                                  A.C.A. § 6-17-704  
                                  A.C.A. § 6-17-708  
                                  A.C.A. § 6-17-709  
                                  A.C.A. § 6-17-710  
                                  A.C.A. § 6-17-711  
                                  A.C.A. § 6-17-2806  
                                  A.C.A. § 6-17-2808  
                                  A.C.A. § 6-18-502(f)  
                                  A.C.A. § 6-18-514(f)  
                                  A.C.A. § 6-18-708  
                                  A.C.A. § 6-18-2004



A.C.A. § 6-20-2204  
A.C.A. § 6-20-2303 (16)  
A.C.A. § 6-41-608  
A.C.A. § 6-61-133

Date Adopted: 4/15/2019  
Last Revised: 5/17/2021

### **3.7—LICENSED PERSONNEL BUS DRIVER DRUG TESTING**

#### **Scope of Policy**

Each person hired for a position that allows or requires the employee operate a school bus shall meet the following requirements:

1. The employee shall possess a current commercial vehicle driver’s license for driving a school bus;
2. Have undergone a physical examination, which shall include a drug test, by a licensed physician or advanced practice nurse within the past two years; and
3. A current valid certificate of school bus driver in service training.

Each person’s initial employment for a job entailing a safety sensitive function is conditioned upon the district receiving a negative drug test result for that employee. The offer of employment is also conditioned upon the employee’s signing an authorization for the request for information by the district from the Commercial Driver Alcohol and Drug Testing Database.

#### **Methods of Testing**

The collection, testing methods and standards shall be determined by the agency or other medical organizations chosen by the School Board to conduct the collection and testing of samples. The drug and alcohol testing is to be conducted by a laboratory certified pursuant to the most recent guidelines issued by the United States Department of Health and Human Services for such facilities. (“Mandatory Guidelines for Federal Workplace Drug Testing Programs”).

#### **Definitions**

“Safety sensitive function” includes:

- a) All time spent inspecting, servicing, and/or preparing the vehicle;
- b) All time spent driving the vehicle;
- c) All time spent loading or unloading the vehicle or supervising the loading or unloading of the vehicle; and
- d) All time spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

“School Bus” is a motorized vehicle that meets the following requirements:

1. Is designed to carry more than ten (10) passengers;

2. Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District; and
3. Is operated for the transportation of students from home to school, from school to home, or to and from school events.

### **Requirements**

Employees shall be drug and alcohol free from the time the employee is required to be ready to work until the employee is relieved from the responsibility for performing work and/or any time they are performing a safety-sensitive function. In addition to the testing required as an initial condition of employment, employees shall submit to subsequent drug tests as required by law and/or regulation. Subsequent testing includes, and/or is triggered by, but is not limited to:

1. Random tests;
2. Testing in conjunction with an accident;
3. Receiving a citation for a moving traffic violation; and
4. Reasonable suspicion.

### **Prohibitions**

- A. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater;
- B. No driver shall use alcohol while performing safety-sensitive functions;
- C. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol;
- D. No driver required to take a post-accident alcohol test under # 2 above shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first;
- E. No driver shall refuse to submit to an alcohol or drug test in conjunction with # 1, 2, and/or 4 above;
- F. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when using any controlled substance, except when used pursuant to the instructions of a licensed medical practitioner who, with knowledge of the driver's job responsibilities, has advised the driver that the substance will not adversely affect the driver's ability to safely operate his/her vehicle. It is the employee's responsibility to inform his/her supervisor of the employee's use of such medication;
- G. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

Violation of any of these prohibitions may lead to disciplinary action being taken against the employee, which could include termination or non-renewal.

### **Testing for Cause**

Drivers involved in an accident in which there is a loss of another person's life shall be tested for alcohol and controlled substances as soon as practicable following the accident. Drivers shall also be tested for alcohol within eight (8) hours and for controlled substances within thirty two (32) hours following an accident for which they receive a citation for a moving traffic violation if the accident involved: 1) bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the

accident, or 2) one or more motor vehicles incurs disabling damage as a result of the accident requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

### **Refusal to Submit**

Refusal to submit to an alcohol or controlled substance test means that the driver:

- Failed to appear for any test within a reasonable period of time as determined by the employer consistent with applicable Department of Transportation agency regulation;
- Failed to remain at the testing site until the testing process was completed;
- Failed to provide a urine specimen for any required drug test;
- Failed to provide a sufficient amount of urine without an adequate medical reason for the failure;
- Failed to undergo a medical examination as directed by the Medical Review Officer as part of the verification process for the previous listed reason;
- Failed or declined to submit to a second test that the employer or collector has directed the driver to take;
- Failed to cooperate with any of the testing process; and/or
- Adulterated or substituted a test result as reported by the Medical Review Officer.

School bus drivers should be aware that refusal to submit to a drug test when the test is requested based on a reasonable suspicion can constitute grounds for criminal prosecution.

### **Consequences for Violations**

Drivers who engage in any conduct prohibited by this policy, who refuse to take a required drug or alcohol test, refuse to sign the request for information required by law, or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety sensitive functions. Actions regarding their continued employment shall be taken in relation to their inability to perform these functions and could include termination or non-renewal of their contract of employment.

Drivers who exhibit signs of violating the prohibitions of this policy relating to alcohol or controlled substances shall not be allowed to perform or continue to perform safety-sensitive functions if they exhibit those signs during, just preceding, or just after the period of the work day that the driver is required to be in compliance with the provisions of this policy. This action shall be based on specific, contemporaneous, articulatable observations concerning the behavior, speech, or body odors of the driver. The Superintendent or his/her designee shall require the driver to submit to “reasonable suspicion” tests for alcohol and controlled substances. The direction to submit to such tests must be made just before, just after, or during the time the driver is performing safety-sensitive functions. If circumstances prohibit the testing of the driver the Superintendent or his/her designee shall remove the driver from reporting for, or remaining on, duty for a minimum of 24 hours from the time the observation was made triggering the driver’s removal from duty.

If the results for an alcohol test administered to a driver is equal to or greater than 0.02, but less than 0.04, the driver shall be prohibited from performing safety-sensitive functions for a period no less than 24 hours from the time the test was administered. Unless the loss of duty time triggers other employment consequence policies, no further other action against the driver is authorized by this policy for test results showing an alcohol concentration of less than 0.04.

This policy is similar to Policy 8.4. If you change this policy, review 8.4 at the same time to ensure applicable consistency between the two.

Legal References:      A.C.A. § 6-19-108  
                                 A.C.A. § 6-19-119  
                                 A.C.A. § 27-51-1504  
                                 A.C.A. § 27-23-201 et seq.  
                                 49 C.F.R. § 382.101 – 605  
                                 49 C.F.R. § part 40  
                                 49 C.F.R. § 390.5  
                                 Arkansas Division of Academic Facilities and Transportation Rules Governing  
                                 Maintenance and Operations of Arkansas Public School Buses and Physical  
                                 Examinations of School Bus Drivers

Date Adopted: 4/15/2019

Last Revised:

### **3.8—LICENSED PERSONNEL SICK LEAVE**

#### **Definitions**

1. “Employee” is a full-time employee of the District.
2. “Sick Leave” is absence from work due to illness, whether by the employee or a member of the employee’s immediate family, or due to a death in the family. The principal shall determine whether sick leave will be approved on the basis of a death outside the immediate family of the employee.
3. “Excessive Sick Leave” is absence from work, whether paid or unpaid, that exceeds twelve (12) days in a contract year for an employee and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the American’s With Disabilities Act; or due to a compensable Workers’ Compensation claim.
4. “Grossly Excessive Sick Leave” is absence from work, whether paid or unpaid, that exceeds ten percent (10%) of the employee’s contract length and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the American’s With Disabilities Act; or due to a compensable Workers’ Compensation claim.
5. “Current Sick Leave” means those days of sick leave for the current contract year, which leave is granted at the rate of one (1) day of sick leave per contracted month, or major part thereof.
6. “Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of ninety (90) days accrued from previous contracts, but not used. Accumulated sick leave also includes the sick leave transferred from an employee’s previous public school employment.
7. “Immediate family” means an employee’s spouse, child, parent, or any other relative provided the other relative lives in the same household as the employee.

#### **Sick Leave**

The principal has the discretion to approve sick leave for an employee to attend the funeral of a person who is not related to the employee, under circumstances deemed appropriate by the principal.

Employees who are adopting or seeking to adopt a minor child or minor children may use up to fifteen (15) sick leave days in any school year for absences relating to the adoption, including time needed for travel, time needed for home visits, time needed for document translation, submission or preparation, time spent with legal or adoption agency representatives, time spent in court, and bonding time. See also, 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE, which also applies. Except for bonding time, documentation shall be provided by the employee upon request.

Pay for sick leave shall be at the employee’s daily rate of pay, which is that employee’s total contracted salary, divided by the number of days employed as reflected in the contract. Absences for illness in excess of the employee’s accumulated and current sick leave shall result in a deduction from the employee’s pay at the daily rate as defined above.

At the discretion of the principal (and Superintendent), and, if FMLA is applicable, subject to the certification or recertification provisions contained in policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE the District may require a written statement from the employee’s physician documenting the employee’s illness. Failure to provide such documentation of illness may result in sick leave not being paid, or in discipline up to and including termination.

An employee shall be credited with one (1) day of sick leave in the event the employee used one (1) day of sick leave on a mandatory professional development (PD) day so long as the employee makes up the missed mandatory PD day on a noncontract day. Costs and expenses associated with the make-up PD shall be the responsibility of the employee unless agreed to in writing by the superintendent or the superintendent’s designee for the expenses to be covered by the District.

Should a teacher be absent frequently during a school year, and said absences are not subject to FMLA leave, and if such a pattern of absences continues, or is reasonably expected to continue, the Superintendent may relieve the teacher of his/her assignment (with Board approval) and assign the teacher substitute duty at the teacher’s daily rate of pay. Should the teacher fail, or otherwise be unable, to report for substitute duty when called, the teacher will be charged a day of sick leave, if available or if unavailable, the teacher will lose a day’s wages at his/her daily rate of pay.

Temporary reassignment may also be offered or required in certain circumstances as provided in 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

If the employee's absences are excessive or grossly excessive as defined by this policy, disciplinary action may be taken against the employee, which could include termination or nonrenewal of the contract of employment. The superintendent shall have the authority when making his/her determination to consider the totality of circumstances surrounding the absences and their impact on district operations or student services.

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

When an employee takes sick leave, the District shall determine if the employee is eligible for FMLA leave and if the leave qualifies for FMLA leave. The District may request additional information from the employee to help make the applicability determination. If the employee is eligible for FMLA leave and if the leave qualifies under the FMLA, the District will notify the employee in writing, of the decision within five (5) workdays. If the circumstances for the leave as defined in policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE don’t change, the District is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave within any applicable twelve (12) month period. To the extent the employee has accumulated sick leave, any sick leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee’s accrued leave including, once an employee exhausts his/her accumulated sick leave, vacation or personal leave. See 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

#### **Sick Leave and Outside Employment**

Sick leave related absence from work (e.g. sick leave for personal or family illness or accident, Workers Comp, and FMLA) inherently means the employee is also incapable of working at any source of outside employment. Except as provided in policy 3.44, if an employee who works a non-district job while taking district sick leave for personal or family illness or accident, Workers Comp, or FMLA shall be subject to discipline up to and including termination.

Cross References: 3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT  
3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE  
3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS’  
COMPENSATION

Legal References: A.C.A. § 6-17-1201 et seq.  
29 USC §§ 2601 et seq.  
29 CFR part 825

Date Adopted: 4/15/2019

Last Revised:

### **3.9—LICENSED PERSONNEL SICK LEAVE BANK**

A sick leave bank is established for the purpose of permitting employees, upon approval, to obtain sick leave in excess of accumulated and current sick leave, when the employee has exhausted all such leave. Only those employees who contribute to the sick leave bank during a given contract year shall be eligible to withdraw from the sick leave bank.

The Superintendent shall appoint a Sick Leave Bank Committee. That committee shall consist of six (6) members: five (5) teachers and one (1) principal.

The terms of the committee shall be for three years with two members being replaced each year.

The Committee shall meet as necessary for the purpose of reviewing requests for withdrawal from the bank. The determination of the committee shall be final.

#### **Withdrawals**

The Committee may grant sick leave up to 20 days per contract year for personal or family illness, disabilities or accidents (not including accidents for which the employee is receiving Workers' Compensation), which cause the employee to be absent from work and when the employee has exhausted all accumulated and current sick leave.

Requests for withdrawal from the sick leave bank must state the reason(s) for the request and the number of days requested and must be accompanied by a detailed statement from an attending physician of the nature of the malady and the expected duration thereof.

If the information provided to the Committee is deemed by a majority of the Committee to be insufficient, the Committee may require additional information or deny the employee's request, at its discretion.

The Committee shall have the authority to grant, reduce or deny any request. However, the Committee may grant no request, or any granted time may be withdrawn, when the employee accepts retirement; is eligible for Social Security Disability; or other disability insurance or the employee returns to work.

#### **Spousal Donations**

District employees who are a legally married couple are eligible to utilize each other's sick leave. Written permission must be received for each day of donated sick leave. If the employees are paid at different rates of pay, the lesser rate of pay shall be used for the purpose of the donated sick leave days.

Legal Reference: A.C.A. § 6-17-1208

Date Adopted: 4/15/2019

Last Revised:



### **3.10—LICENSED PERSONNEL PLANNING TIME**

The superintendent is responsible for ensuring master schedules are created which determine the timing and duration of each teacher’s planning and scheduled lunch periods. Planning time is for the purpose of scheduling conferences, instructional planning, and preparation. Each teacher will have the ability to schedule these activities during his/her designated planning time. Teachers may not leave campus during their planning time without prior permission from their building level supervisor.

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

Legal Reference:       A.C.A. § 6-17-114 (a)(d)

Date Adopted: 4/15/2019

Last Revised:

### **3.11—LICENSED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE**

#### **Personal Leave**

For the district to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The district acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day. Each full-time employee shall receive two (2) days of personal leave per contract year. The leave may be taken in increments of no less than 1.

Employees shall take personal leave or leave without pay for those absences which are not due to attendance at school functions which are related to their job duties and do not qualify for other types of leave (for sick leave see Policy 3.8, for professional leave see below).

School functions, for the purposes of this policy, means:

1. Athletic or academic events related to the school district; and
2. Meetings and conferences related to education.

For employees other than the superintendent, the determination of what activities meet the definition of a school function shall be made by the employee's immediate supervisor or designee. For the superintendent, the school board of directors shall determine what activities meet the definition of a school function. In no instance shall paid leave in excess of allotted vacation days and/or personal days be granted to an employee who is absent from work while receiving remuneration from another source as compensation for the reason for their absence.

Any employee desiring to take personal leave may do so by making a written request to his or her supervisor at least twenty-four (24) hours prior to the time of the requested leave. The twenty-four hour requirement may be waived by the supervisor when the supervisor deems it appropriate.

Employees who fail to report to work when their request for a personal day has been denied or who have exhausted their allotted personal days, shall lose their daily rate of pay for the day(s) missed (leave without pay). While there are instances where personal circumstances necessitate an employee's absence beyond the allotted days of sick and/or personal leave, any employee who requires leave without pay must receive advance permission (except in medical emergencies and/or as permitted by policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE) from their immediate supervisor. Failure to report to work without having received permission to be absent is grounds for discipline, up to and including termination.

Personal leave may accumulate from one contract year to the next up to a maximum of five (5) days. At the close of the fiscal year, personal leave over five (5) days shall be automatically converted to sick leave by the payroll department.

#### **Professional Leave**

“Professional Leave” is leave granted for the purpose of enabling an employee to participate in professional activities (e.g., teacher workshops or serving on professional committees) which can serve to improve the school District's instructional program or enhances the employee's ability to perform his duties. Professional leave will also be granted when a school District employee is subpoenaed for a matter arising out of the employee's employment with the school District. Any employee seeking professional leave must make a written request to his or her immediate supervisor, setting forth the information necessary for the supervisor to

make an informed decision. The supervisor's decision is subject to review and overruling by the superintendent. Budgeting concerns and the potential benefit for the District's students will be taken into consideration in reviewing a request for professional leave.

Applications for professional leave should be made as soon as possible following the employee's discerning a need for such leave, but, in any case, no less than two (2) weeks before the requested leave is to begin, if possible.

If the employee does not receive or does not accept remuneration for his/her participation in the professional leave activity and a substitute is needed for the employee, the District shall pay the full cost of the substitute. If the employee receives and accepts remuneration for his/her participation in the professional leave activity (e.g. scholastic audits), the employee shall forfeit his/her daily rate of pay from the District for the time the employee misses. The cost of a substitute, if one is needed, shall be paid by the District.

Legal Reference:       A.C.A. § 6-17-211

Date Adopted: 4/15/2019

Last Revised:

### **3.12—LICENSED PERSONNEL RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS**

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

While Levels 1 and 2 place no restrictions prohibiting the individual’s presence on a school campus, Levels 3 and 4 have specific prohibitions. These are specified in Policy 6.10—SEX OFFENDERS ON CAMPUS (MEGAN’S LAW) and it is the responsibility of district staff to know and understand the policy and, to the extent requested, aid school administrators in enforcing the restrictions placed on campus access to Level 3 and Level 4 sex offenders.

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

Cross Reference: 6.10—SEX OFFENDERS ON CAMPUS (MEGAN’S LAW)

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

Date Adopted: 4/15/2019

Last Revised:

### **3.13—LICENSED PERSONNEL PUBLIC OFFICE**

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

No sick leave will be granted for the employee's participation in such public office. The employee may take personal leave or vacation (if applicable), if approved in advance by the Superintendent, during his/her absence.

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

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

Legal Reference:       A.C.A. § 6-17-115

Date Adopted: 4/15/2019

Last Revised:

### **3.14—LICENSED PERSONNEL JURY DUTY**

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

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

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

Legal Reference:       A.C.A. § 16-31-106

Date Adopted: 4/15/2019

Last Revised:

### **3.15—LICENSED PERSONNEL LEAVE — INJURY FROM ASSAULT**

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

A leave of absence granted under this policy shall not be charged to the teacher's sick leave.

In order to obtain leave under this policy, the teacher must present documentation of the injury from a physician, with an estimate for time of recovery sufficient to enable the teacher to return to work, and written statements from witnesses (or other documentation as appropriate to a given incident) to prove that the incident occurred in the course of the teacher's employment.

Legal Reference:       A.C.A. § 6-17-1209

Date Adopted: 4/15/2019

Last Revised:

### **3.16—LICENSED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES**

Prekindergarten through sixth grade teachers shall be allotted the amount required by law to be used by the teacher in his/her classroom or for class activities. The amount shall be credited to an account from which the teacher shall be reimbursed for his/her covered purchases to the extent funds are available in the account. For the purposes of this policy, pre-kindergarten through sixth grade teachers shall be allotted the greater of:

1. Twenty dollars (\$20) per student enrolled in the teacher's class for more than fifty percent (50%) of the school day at the end of the first three (3) months of the school year; or
2. Five hundred dollars (\$500).

Teachers may purchase supplies and supplementary materials from the District at the District's cost to take advantage of the school's bulk buying power. To do so, teachers shall complete and have approved by superintendent or his/her designee a purchase order for supplies which will then be purchased on the teacher's behalf by the school and subtracted from the teacher's total supply and material allocation. Teachers may also purchase materials and supplies using their own funds and apply for reimbursement by submitting itemized receipts. Supplies and materials purchased with school funds, or for which the teacher is reimbursed with school funds, are school property, and should remain on school property except to the extent they are used up or consumed or the purchased supplies and/or materials are intended/ designed for use away from the school campus.

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

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

Date Adopted: 4/15/2019

Last Revised:



### **3.17—POLICY DELETED**

This policy was repealed as Policies 4.18, 4.20, and 6.5 more accurately address the District's responsibilities. We have reserved the policy number for future use.

### **3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT**

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

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

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

When a licensed employee is additionally employed by the District in either a classified capacity or by a contract to perform supplementary duties for a stipend or multiplier, the duties, expectations, and obligations of the primary licensed position employment contract shall prevail over all other employment duties unless the needs of the district dictate otherwise. If there is a conflict between the expectations of the primary licensed position and any other contracted position, the licensed employee shall notify the employee's building principal as far in advance as is practicable. The building principal shall verify the existence of the conflict by contacting the supervisor of the secondary contracted position. The building principal shall determine the needs of the district on a case-by-case basis and rule accordingly. The principal's decision is final with no appeal to the Superintendent or the School Board. Frequent conflicts or scheduling problems could lead to the non-renewal or termination of the classified contract of employment or the contract to perform the supplementary duties.

#### **Sick Leave and Outside Employment**

Sick leave related absence from work (e.g. sick leave for personal or family illness or accident, Workers Comp, and FMLA) inherently means the employee is also incapable of working at any source of outside employment. Except as provided in policy 3.44, if an employee who works a non-district job while taking district sick leave for personal or family illness or accident, Workers Comp, or FMLA shall be subject to discipline up to and including termination.

Cross References:     3.8—LICENSED PERSONNEL SICK LEAVE  
                           3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE  
                           3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS'  
                           COMPENSATION

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

Date Adopted: 4/15/2019

Last Revised:

### **3.19—LICENSED PERSONNEL EMPLOYMENT**

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

If the employee provides false or misleading information, or if he/she withholds information to the same effect, it may be grounds for dismissal. In particular, it will be considered a material misrepresentation and grounds for termination of contract of employment if an employee's licensure status is discovered to be other than as it was represented by an employee or applicant, either in writing on application materials or in the form of verbal assurances or statements made to the school district.

It is grounds for termination of contract of employment if an employee fails a criminal background check or receives a true report on the Child Maltreatment Central Registry check.

All teachers who begin employment in the 2021-2022 school year and each school year thereafter shall demonstrate proficiency or awareness in knowledge and practices in scientific reading instruction as is applicable to their teaching position by completing the prescribed proficiency or awareness in knowledge and practices of the scientific reading instruction credential either as a condition of licensure or within one (1) year for teachers who are already licensed or employed as a teacher under a waiver from licensure.

Before the superintendent may make a recommendation to the Board that an individual be hired by the District, the superintendent shall check the Arkansas Educator Licensure System to determine if the individual has a currently suspended or revoked teaching license. An individual with a currently suspended license or whose license has been revoked by the State Board of Education is not eligible to be employed by the District; this prohibition includes employment as a substitute teacher, whether directly employed by the District or providing substitute teaching services under contract with an outside entity.

The District is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, pregnancy, sexual orientation, gender identity, age, disability, or genetic information.

Inquiries on nondiscrimination may be directed to superintendent, who may be reached at 479-736-2253.

For further information on notice of non-discrimination or to file a complaint, visit <http://wdcrobcop01.ed.gov/CFAPPS/OCR/contactus.cfm>; for the address and phone number of the office that serves your area, or call 1-800-421-3481.

In accordance with Arkansas law, the District provides a veteran preference to applicants who qualify for one of the following categories:

1. a veteran without a service-connected disability;
2. a veteran with a service-connected disability; and
3. a deceased veteran's spouse who is unmarried throughout the hiring process.

For purposes of this policy, "veteran" is defined as:

- a. A person honorably discharged from a tour of active duty, other than active duty for training only, with the armed forces of the United States; or

- b. Any person who has served honorably in the National Guard or reserve forces of the United States for a period of at least six (6) years, whether or not the person has retired or been discharged.

In order for an applicant to receive the veteran preference, the applicant must be a citizen and resident of Arkansas, be substantially equally qualified as other applicants, and do all of the following:

1. Indicate on the employment application the category the applicant qualifies for;
2. Attach the following documentation, **as applicable**, to the employment application:
  - Form DD-214 indicating honorable discharge;
  - A letter dated within the last six months from the applicant's command indicating years of service in the National Guard or Reserve Forces as well as the applicant's current status;
  - Marriage license;
  - Death certificate;
  - Disability letter from the Veteran's Administration (in the case of an applicant with a service-related disability).

Failure of the applicant to comply with the above requirements shall result in the applicant not receiving the veteran preference; in addition, meeting the qualifications of a veteran or spousal category does not guarantee either an interview or being hired.

Legal References:           Arkansas Department of Education Rules Governing Background Checks  
A.C.A. § 6-17-301  
A.C.A. § 6-17-410

A.C.A. § 6-17-411  
A.C.A. § 6-17-428  
A.C.A. § 6-17-429  
A.C.A. § 21-3-302  
A.C.A. § 21-3-303  
28 C.F.R. § 35.106  
29 C.F.R. part 1635  
34 C.F.R. § 100.6  
34 C.F.R. § 104.8  
34 C.F.R. § 106.9  
34 C.F.R. § 108.9  
34 C.F.R. § 110.25

Date Adopted: 4/15/2019  
Last Revised:

### **3.20—LICENSED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES**

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

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

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

Cross Reference: Policy 7.12—EXPENSE REIMBURSEMENT

Date Adopted: 4/15/2019

Last Revised:

### **3.21—LICENSED PERSONNEL TOBACCO USE**

Smoking or use of tobacco or products containing tobacco in any form (including, but not limited to, cigarettes, cigars, chewing tobacco, and snuff) in or on any real property owned or leased by a District school, including school buses owned or leased by the District, or other school vehicles is prohibited.

With the exception of recognized tobacco cessation products, this policy’s prohibition includes any tobacco or nicotine delivery system or product. Specifically, the prohibition includes any product that is manufactured, distributed, marketed, or sold as e-cigarettes, e-cigars, e-pipes, or under any other name or descriptor.

Violation of this policy by employees shall be grounds for disciplinary action up to, and including, dismissal.

Legal Reference:       A.C.A. § 6-21-609

Date Adopted: 4/15/2019

Last Revised:

### **3.22—DRESS OF LICENSED EMPLOYEES**

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

Date Adopted: 4/15/2019

Last Revised:

### **3.23—LICENSED PERSONNEL POLITICAL ACTIVITY**

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

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

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

Date Adopted: 4/15/2019

Last Revised:



### **3.24—LICENSED PERSONNEL DEBTS**

For the purposes of this policy, "garnishment" of a district employee is when the employee has lost a lawsuit to a judgment creditor who brought suit against a school district employee for an unpaid debt, has been awarded money damages as a result, and these damages are recoverable by filing a garnishment action against the employee's wages. For the purposes of this policy, the word "garnishment" excludes such things as child support, student loan or IRS liens or voluntary deductions levied against an employee's wages.

All employees are expected to meet their financial obligations. If an employee writes "hot" checks or has his/her income garnished by a judgment creditor, dismissal may result.

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

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

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

Date Adopted: 4/15/2019

Last Revised:

### **3.25—LICENSED PERSONNEL GRIEVANCES**

The purpose of this policy is to provide an orderly process for employees to resolve, at the lowest possible level, their concerns related to the personnel policies or salary payments of this district.

#### **Definitions**

Grievance: a claim or concern related to the interpretation, application, or claimed violation of the personnel policies, including salary schedules, federal or state laws and regulations, or terms or conditions of employment, raised by an individual employee of this school district. Other matters for which the means of resolution are provided or foreclosed by statute or administrative procedures shall not be considered grievances. Specifically, no grievance may be entertained against a supervisor for directing, instructing, reprimanding, or “writing up” an employee under his/her supervision. A group of employees who have the same grievance may file a group grievance.

Group Grievance: A grievance may be filed as a group grievance if it meets the following criteria: (meeting the criteria does not ensure that the subject of the grievance is, in fact, grievable)

16. More than one individual has interest in the matter; and
17. The group has a well-defined common interest in the facts and/or circumstances of the grievance; and
18. The group has designated an employee spokesperson to meet with administration and/or the board; and
19. All individuals within the group are requesting the same relief.

Employee: any person employed under a written contract by this school district.

Immediate Supervisor: the person immediately superior to an employee who directs and supervises the work of that employee.

Working day: Any weekday other than a holiday whether or not the employee under the provisions of their contract is scheduled to work or whether they are currently under contract.

#### **Process**

Level One: An employee who believes that he/she has a grievance shall inform that employee’s immediate supervisor that the employee has a potential grievance and discuss the matter with the supervisor within five working days of the occurrence of the grievance. The supervisor shall offer the employee an opportunity to have a witness or representative who is not a member of the employee’s immediate family present at their conference. (The five-day requirement does not apply to grievances concerning back pay.) If the grievance is not advanced to Level Two within five working days following the conference, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

If the grievance cannot be resolved by the immediate supervisor, the employee can advance the grievance to Level Two. To do this, the employee must complete the top half of the Level Two Grievance Form within five working days of the discussion with the immediate supervisor, citing the manner in which the specific personnel policy was violated that has given rise to the grievance, and submit the Grievance Form to his/her immediate supervisor. The supervisor will have ten working days to respond to the grievance using the bottom half of the Level Two Grievance Form which he/she will submit to the building principal or, in the event that the employee’s immediate supervisor is the building principal, the superintendent.

Level Two (when appeal is to the building principal): Upon receipt of a Level Two Grievance Form, the building principal will have ten working days to schedule a conference with the employee filing the grievance. The principal shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the principal will have ten working days in which to deliver a written response to the grievance to the employee. If the grievance is not advanced to Level Three within five working days the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

Level Two (when appeal is to the superintendent): Upon receipt of a Level Two Grievance Form, the superintendent will have ten working days to schedule a conference with the employee filing the grievance. The superintendent shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the superintendent will have ten working days in which to deliver a written response to the grievance to the employee.

Level Three: If the proper recipient of the Level Two Grievance was the building principal, and the employee remains unsatisfied with the written response to the grievance, the employee may advance the grievance to the superintendent by submitting a copy of the Level Two Grievance Form and the principal's reply to the superintendent within five working days of his/her receipt of the principal's reply. The superintendent will have ten working days to schedule a conference with the employee filing the grievance. The superintendent shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the superintendent will have ten working days in which to deliver a written response to the grievance to the employee.

Appeal to the Board of Directors: An employee who remains unsatisfied by the written response of the superintendent may appeal the superintendent's decision to the Board of Education within five working days of his/her receipt of the Superintendent's written response by submitting a written request for a board hearing to the superintendent. If the grievance is not appealed to the Board of Directors within five working days of his/her receipt of the superintendent's response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the superintendent's reply, the board will decide if the grievance, on its face, is grievable under district policy. If the grievance is presented as a "group grievance," the Board shall first determine if the composition of the group meets the definition of a "group grievance." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently refile their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who is not a member of the employee's immediate family at the appeal hearing before the Board of Directors. The employee shall have no less than 90 minutes to present his/her grievance, unless a shorter period is agreed to by the employee, and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any student under the age of eighteen years who gives testimony may elect to have the student's testimony given in closed

session. At the conclusion of the hearing, if the hearing was closed, the Board of Directors may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

**Records**

Records related to grievances will be filed separately and will not be kept in, or made part of, the personnel file of any employee.

**Reprisals**

No reprisals of any kind will be taken or tolerated against any employee because he/she has filed or advanced a grievance under this policy.

Legal References:       A.C.A. § 6-17-208, 210

Date Adopted: 4/15/2019

Last Revised:

**3.25F—LICENSED PERSONNEL LEVEL TWO GRIEVANCE FORM**

Name: \_\_\_\_\_

Date submitted to supervisor: \_\_\_\_\_

Personnel Policy grievance is based upon:

\_\_\_\_\_

Grievance (be specific):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What would resolve your grievance?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supervisor's Response

Date submitted to recipient: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Adopted: 4/15/2019

Last Revised:

### **3.26—LICENSED PERSONNEL SEXUAL HARASSMENT**

The Gentry School District is committed to providing an academic and work environment that treats all students and employees with respect and dignity. Student achievement and amicable working relationships are best attained in an atmosphere of equal educational and employment opportunity that is free of discrimination. Sexual harassment is a form of discrimination that undermines the integrity of the educational and work environment and will not be tolerated.

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

- the nature of sexual harassment;
- The District’s written procedures governing the formal complaint grievance process;
- The process for submitting a formal complaint of sexual harassment;
- That the district does not tolerate sexual harassment;
- That students and employees can report inappropriate behavior of a sexual nature without fear of adverse consequences;
- The supports that are available to individuals suffering sexual harassment; and
- The potential discipline for perpetrating sexual harassment.

#### **Definitions**

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

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

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

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

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

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

- c. Constitutes:
- d. Sexual assault;
- e. Dating violence
- f. Domestic violence; or
- g. Stalking.

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

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

Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behaviors or when a single, serious act is committed. What is, or is not, sexual harassment will depend upon all of the surrounding circumstances and may occur regardless of the sex(es) of the individuals involved. Depending upon such circumstances, examples of sexual harassment include, but are not limited to:

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

Employees who believe they have been subjected to sexual harassment are encouraged to submit a report to their immediate supervisor, an administrator, or the Title IX coordinator. Under no circumstances shall an employee be required to first report allegations of sexual harassment to a school contact person if that person is the individual who is accused of the sexual harassment. If the District staff member who received a report of alleged sexual harassment is not the Title IX Coordinator, then the District staff person shall inform the Title IX Coordinator of the alleged sexual harassment. As soon as reasonably possible after receiving a report of alleged

sexual harassment from another District staff member or after receiving a report directly through any means, the Title IX Coordinator shall contact the complainant to:

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

### **Supportive Measures**

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

### **Formal Complaint**

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

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

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

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



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

- Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the District and not on the parties;
- Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege or access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party unless the District obtains the parent, legal guardian, or other responsible adult of that party's voluntary, written consent or that party's voluntary, written consent if the party is over the age of eighteen (18) to do so for the grievance process;
- Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding;
- Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation ; this includes evidence:
  - Whether obtained from a party or other source,;
  - The District does not intend to rely upon in reaching a determination regarding responsibility; and
  - That is either Inculpatory or exculpatory; and
- Create an investigative report that fairly summarizes relevant evidence.

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

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

- Provide each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness;
- Provide each party with the answers;
- Allow for additional, limited follow-up questions from each party; and
- Provide an explanation to the party proposing the questions any decision to exclude a question as not relevant. Specifically, questions and evidence about the complainant's sexual predisposition or prior

sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

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

1. Identification of the allegations potentially constituting sexual harassment;
2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including:
  - a. Any notifications to the parties;
  - b. Interviews with parties and witnesses;
  - c. site visits;
  - d. Methods used to gather other evidence,; and
  - e. Hearings held;
3. Findings of fact supporting the determination;
4. Conclusions regarding the application of the District's personnel policies or code of conduct to the facts;
5. A statement of, and rationale for, the result as to each allegation, including:
  - a. A determination regarding responsibility;
  - b. Any disciplinary sanctions imposed on the respondent; and
  - c. Whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District to the complainant; and
6. The procedures and permissible bases for the complainant and respondent to appeal.

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

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

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

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

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

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

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

### **Appeals**

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

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

For all appeals, the District shall:





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

### **Confidentiality**

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

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

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

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

- ✚ Any respondent; and
- ✚ Any witness.

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

### **Administrative Leave**

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

### **Retaliation Prohibited**

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

### **Disciplinary Sanctions**

It shall be a violation of this policy for any student or employee to be subjected to, or to subject another person to, sexual harassment. Following the completion of the District's grievance process, any employee who is found by the evidence to more likely than not have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination. No disciplinary sanction or other action that is not a supportive measure may be taken against a respondent until the conclusion of the grievance process.

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

### **Records**

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

- Each sexual harassment investigation including:
- Any determination regarding responsibility;
- any disciplinary sanctions imposed on the respondent;
- Any remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity;
- Any appeal and the result therefrom;
- All materials used to train Title IX Coordinators, investigators, and decision-makers;
- Any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment, which must include:
  - The basis for the District's conclusion that its response was not deliberately indifferent; and
  - Document:

- If supportive measures were provided to the complainant, the supportive measures taken designed to restore or preserve equal access to the District’s education program or activity; or
- If no supportive measures were provided to a complainant, document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

indicate so and make sure that your procedures indicate so as well. 34 C.F.R. § 106.45 requires that you use the same evidentiary standard for both students and employees.

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

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

Date Adopted:4-15-19  
Last Revised:8-17-20

### **3.27—LICENSED PERSONNEL SUPERVISION OF STUDENTS**

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

Date Adopted: 4/15/2019

Last Revised:

### **3.28—LICENSED PERSONNEL COMPUTER USE POLICY**

The Gentry School District provides computers and/or computer Internet access for many employees to assist employees in performing work related tasks. Employees are advised that they enjoy no expectation of privacy in any aspect of their computer use, including email, and that under Arkansas law both email and computer use records maintained by the district are subject to disclosure under the Freedom of Information Act. Consequently, no employee or student-related reprimands or other disciplinary communications should be made through email.

Passwords or security procedures are to be used as assigned, and confidentiality of student records is to be maintained at all times. Employees must not disable or bypass security procedures, compromise, attempt to compromise, or defeat the district’s technology network security, alter data without authorization, disclose passwords to other staff members or students, or grant students access to any computer not designated for student use. It is the policy of this school district to equip each computer with Internet filtering software designed to prevent users from accessing material that is harmful to minors. The District Information Technology Security Officer or designee may authorize the disabling of the filter to enable access by an adult for a bona fide research or other lawful purpose.

Employees who misuse district-owned computers in any way, including excessive personal use, using computers for personal use during instructional time, using computers to violate any other policy, knowingly or negligently allowing unauthorized access, or using the computers to access or create sexually explicit or pornographic text or graphics, will face disciplinary action, up to and including termination or non-renewal of the employment contract.

Legal References:       Children’s Internet Protection Act; PL 106-554  
                                  20 USC 6777  
                                  47 USC 254(h)  
                                  A.C.A. § 6-21-107  
                                  A.C.A. § 6-21-111

Date Adopted: 4/15/2019  
Last Revised:

### 3.28F—LICENSED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT

Name (Please Print) \_\_\_\_\_

School \_\_\_\_\_ Date \_\_\_\_\_

The Gentry School District agrees to allow the employee identified above (“Employee”) to use the district’s technology to access the Internet under the following terms and conditions:

1. Conditional Privilege: The Employee’s use of the district’s access to the Internet is a privilege conditioned on the Employee’s abiding by this agreement.
2. Acceptable Use: The Employee agrees that in using the District’s Internet access he/she will obey all federal and state laws and regulations. Internet access is provided as an aid to employees to enable them to better perform their job responsibilities. Under no circumstances shall an Employee’s use of the District’s Internet access interfere with, or detract from, the performance of his/her job-related duties.
3. Penalties for Improper Use: If the Employee violates this agreement and misuses the Internet, the Employee shall be subject to disciplinary action up to and including termination.
4. “Misuse of the District’s access to the Internet” includes, but is not limited to, the following:
  - a. using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
  - b. using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
  - c. posting anonymous messages on the system;
  - d. using encryption software other than when required by the employee’s job duties;
  - e. wasteful use of limited resources provided by the school including paper;
  - f. causing congestion of the network through lengthy downloads of files other than when required by the employee’s job duties;
  - g. vandalizing data of another user;
  - h. obtaining or sending information that could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
  - i. gaining or attempting to gain unauthorized access to resources or files;
  - j. identifying oneself with another person’s name or password or using an account or password of another user without proper authorization;
  - k. using the network for financial or commercial gain without district permission;
  - l. theft or vandalism of data, equipment, or intellectual property;
  - m. invading the privacy of individuals other than when required by the employee’s job duties;
  - n. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
  - o. introducing a virus to, or otherwise improperly tampering with, the system;
  - p. degrading or disrupting equipment or system performance;
  - q. creating a web page or associating a web page with the school or school district without proper authorization;



- r. attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
- s. providing access to the District's Internet Access to unauthorized individuals;
- t. taking part in any activity related to Internet use that creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
- u. making unauthorized copies of computer software;
- v. personal use of computers during instructional time; or
- w. Installing software on district computers without prior approval of the Information Technology Security Officer or his/her designee except for District technology personnel as part of their job duties.

5. Liability for debts: Staff shall be liable for any and all costs (debts) incurred through their use of the District's computers or the Internet including penalties for copyright violations.

6. No Expectation of Privacy: The Employee signing below agrees that in using the Internet through the District's access, he/she waives any right to privacy the Employee may have for such use. The Employee agrees that the district may monitor the Employee's use of the District's Internet Access and may also examine all system activities the Employee participates in, including but not limited to e-mail, voice, and video transmissions, to ensure proper use of the system.

7. Signature: The Employee, who has signed below, has read this agreement and agrees to be bound by its terms and conditions.

Employee's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Date Adopted: 4/15/2019

Last Revised:

### **3.29—LICENSED PERSONNEL SCHOOL CALENDAR**

The superintendent shall present to the personnel policies committee (PPC) a school calendar which the Board has adopted as a proposal. The superintendent, in developing the calendar, shall accept and consider recommendations from any staff member or group wishing to make calendar proposals. The PPC shall have the time prescribed by law and/or policy in which to make any suggested changes before the Board may vote to adopt the calendar.

The District shall not establish a school calendar that interferes with any scheduled statewide assessment that might jeopardize or limit the valid assessment and comparison of student learning gains.

The School District shall operate by the following calendar.



# Gentry Public School District



## 2021-22 Calendar

### Important Dates And Information

JULY							AUGUST						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28
25	26	27	28	29	30	31	29	30	31				

SEPTEMBER							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4					1	2	
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30			24	25	26	27	28	29	30
							31						

NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
										1	2	3	4
							5	6	7	8	9	10	11
							12	13	14	15	16	17	18
							19	20	21	22	23	24	25
							26	27	28	29	30	31	

JANUARY							FEBRUARY							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
						1				1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12	
9	10	11	12	13	14	15	13	14	15	16	17	18	19	
16	17	18	19	20	21	22	20	21	22	23	24	25	26	
23	24	25	26	27	28	29	27	28						
30	31													

MARCH							APRIL						
S	M	T	W	T	F	S	S	M	T	W	T	F	S

MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S

First Semester Dates
July 4, 2021 Independence Day
August 9-13, 2021 Professional Development Day
August 16, 2021 FIRST DAY OF SCHOOL
September 6, 2021 NO SCHOOL. Labor Day
September 21, 2021 Parent Teacher Conferences 2 pm - 6 pm
September 22, 2021 Parent Teacher Conferences 2 pm - 4 pm
October 11, 2021 NO SCHOOL Fall Break (Flex Day #1)
October 15, 2021 End of 1st Quarter (43 days)
November 22-26, 2021 Thanksgiving Break NO SCHOOL
December 21, 2021 End of Second Quarter (42 days) (85 days semester)
December 22, 2021 - January 4, 2022 Christmas Break NO SCHOOL for students

Second Semester Dates
January 5, 2022 First day Third quarter/Second Semester
January 17, 2022 Martin Luther King Jr Day NO SCHOOL
February 17, 2022 Parent Teacher Conferences 2 pm - 8 pm (NO SCHOOL)
February 18, 2022 (NO SCHOOL for Students) (Flex Day #2)
March 11, 2022 End of Third Quarter (45 days)
March 21- 25, 2022 Spring Break NO SCHOOL
April 15, 2022 NO SCHOOL for Students (Flex Day #3)
May 26, 2022 Last day of School Fourth Quarter (48 days) (Second Semester 93 days)
May 27, 2022 Flex Day #4
June 30, 2022 End of Fiscal year 2022

### Information

- Note 1: Five (5) Make up Days are added to the end of the calendar".
- Note 2:
- Note 3: Ending Quarter attendance dates may be adjusted to comply with ADE regulations.
- Note 4: Dates for other school events will be announced on the school website on the monthly events calendar.
- Note 5: 6 hours job Embedded PD is 1 day + 4 Flex Days + 5 days prior to start date

The mission of the Gentry School District is to work with the community in providing safe and successful experiences for each student.

Legal References: A.C.A. § 6-15-2907(f), A.C.A. § 6-17-201  
 ADE Rules Governing the Arkansas Educational Support and Accountability Act  
 Date Adopted: 4/15/2019 Last Revised:6.22.21

### **3.30—PARENT-TEACHER COMMUNICATION**

The district recognizes the importance of communication between teachers and parents/legal guardians. To help promote positive communication, parent/teacher conferences shall be held once each semester. Parent-teacher conferences are encouraged and may be requested by parents or guardians when they feel they need to discuss their child's progress with his/her teacher.

Teachers are required to communicate during the school year with the parent(s), legal guardian(s), or care-giving adult or adults in a student's home to discuss the student's academic progress unless the student has been placed in the custody of the Department of Human Services and the school has received a court order prohibiting parent or legal guardian participation in parent/teacher conferences. More frequent communication is required with the parent(s) or legal guardian(s) of students who are performing below grade level.

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

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

Legal References:       Standards For Accreditation 5-A.1  
                                  A.C.A. § 6-15-1702(b)(3)(B)(ii)

Date Adopted: 4/15/2019

Last Revised:

### **3.31—DRUG FREE WORKPLACE - LICENSED PERSONNEL**

The conduct of district staff plays a vital role in the social and behavioral development of our students. It is equally important that the staff have a safe, healthful, and professional environment in which to work. To help promote both interests, the district shall have a drug free workplace. It is, therefore, the district's policy that district employees are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances, illegal drugs, inhalants, alcohol, as well as inappropriate or illegal use of prescription drugs. Such actions are prohibited both while at work or in the performance of official duties while off district property; violations of this policy will subject the employee to discipline, up to and including termination.

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

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

An employee living on campus or on school owned property is permitted to possess alcohol in his/her residence. The employee is bound by the restrictions stated in this policy while at work or performing his/her official duties.

Possession, use or distribution of drug paraphernalia by any employee, whether or not engaged in school or school-related activities, may subject the employee to discipline, up to and including termination. Possession in one's vehicle or in an area subject to the employee's control will be considered to be possession as though the substance were on the employee's person.

It shall not be necessary for an employee to test at a level demonstrating intoxication by any substance in order to be subject to the terms of this policy. Any physical manifestation of being under the influence of a substance may subject an employee to the terms of this policy. Those physical manifestations include, but are not limited to: unsteadiness; slurred speech; dilated or constricted pupils; incoherent and/or irrational speech; or the presence of an odor associated with a prohibited substance on one's breath or clothing.

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

Any incident at work resulting in injury to the employee requiring medical attention shall require the employee to submit to a drug test, which shall be paid at the District's worker's compensation carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal

substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits in accordance with policy 3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION.

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

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

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

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

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

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

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

A report to the appropriate licensing agency shall be filed within seven (7) days of:

- 1) A final disciplinary action taken against an employee resulting from the diversion, misuse, or abuse of illicit drugs or controlled substances; or
- 2) The voluntary resignation of an employee who is facing a pending disciplinary action resulting from the diversion, misuse, or abuse of illicit drugs or controlled substances.

The report filed with the licensing authority shall include, but not be limited to:

- The name, address, and telephone number of the person who is the subject of the report; and
- A description of the facts giving rise to the issuance of the report.

When the employee is not a healthcare professional, law enforcement will be contacted regarding any final disciplinary action taken against an employee for the diversion of controlled substances to one (1) or more third parties.

Legal References:      41 U.S.C. § 8101, 8103, and 8104  
                                  A.C.A. § 11-9-102  
                                  A.C.A. § 17-80-117

Date Adopted: 4/15/2019

Last Revised:

**3.31F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT**

CERTIFICATION

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

Signature \_\_\_\_\_

Date \_\_\_\_\_



### **3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE \***

The Family and Medical Leave Act (FMLA) offers job protection for leave that might otherwise be considered excessive absences. Employees need to carefully comply with this policy to ensure they do not lose FMLA protection due to inaction or failure to provide the District with needed information. The FMLA provides up to twelve (12) work weeks (or, in some cases, twenty-six (26) weeks) of job-protected leave to eligible employees with absences that qualify under the FMLA. While an employee can request FMLA leave and has a duty to inform the District, as provided in this policy, of foreseeable absences that may qualify for FMLA leave, it is the District's ultimate responsibility to identify qualifying absences as FMLA or non-FMLA. FMLA leave is unpaid, except to the extent that paid leave applies to any given absence as governed by the FMLA and this policy.

#### **SECTION ONE— FMLA LEAVE GENERALLY**

##### **Definitions**

“Eligible Employee” is an employee who has:

1. Been employed by the District for at least twelve (12) months, which are not required to be consecutive; and
2. Performed at least 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.

“FMLA” is the Family and Medical Leave Act

“Health Care Provider” means:

- a. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices;
- b. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law;
- c. Nurse practitioners, nurse-midwives, clinical social workers and physician assistants who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law;
- d. Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts. Where an employee or family member is receiving treatment from a Christian Science practitioner, an employee may not object to any requirement from an employer that the employee or family member submit to examination (though not treatment) to obtain a second or third certification from a health care provider other than a Christian Science practitioner except as otherwise provided under applicable State or local law or collective bargaining agreement; or
- e. Any other person determined by the U.S. Secretary of Labor to be capable of providing health care services.

“Instructional Employee” is an employee whose principal function is to teach and instruct students in a class, a small group, or an individual setting and includes athletic coaches, driving instructors, preschool teachers, and special education assistants such as signers for the hearing impaired. The term does not include, and the special rules related to the taking of leave near the end of a semester do not apply to: teacher assistants or aides who do

not have as their principal job actual teaching or instructing, administrators, counselors, librarians, psychologists, and curriculum specialists.

“Intermittent leave” is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule is a leave schedule that reduces an employee’s usual number of working hours per workweek, or hours per workday. A reduced leave schedule is a change in the employee’s schedule for a period of time, normally from full-time to part-time.

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

“Parent” is the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or a daughter. This term does not include parents “in-law.”

“Serious Health Condition” is an injury, illness, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical facility or continuing treatment by a health care provider.

“Son or daughter”, for numbers 1, 2, or 3 below: is a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age eighteen (18), or age eighteen (18) or older and “incapable of self-care because of a mental or physical disability” at the time that FMLA leave is to commence.

“Year” the twelve (12) month period of eligibility shall begin on July first of each school-year.

### **Policy**

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

### **Leave Eligibility**

The District will grant up to twelve (12) weeks of leave in a year in accordance with the FMLA, as amended, to its eligible employees for one or more of the following reasons:

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. To care for the spouse, son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition;
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee; and
5. Because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. (See Section Two)
6. To care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury. (See Section Two)

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

A legally married couple who are both eligible employees employed by the District may not take more than a combined total of twelve (12) weeks of FMLA leave for reasons 1, 2, or to care for a parent under number 3.

## **Provisions Applicable to both Sections One and Two**

### **District Notice to Employees**

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

### **Designation Notice to Employee**

When an employee requests FMLA leave or the District determines that an employee's absence may be covered under the FMLA, the District shall provide written notice within five (5) business days (absent extenuating circumstances) to the employee of the District's determination of his/her eligibility for FMLA leave. If the employee is eligible, the District may request additional information from the employee and/or certification from a health care provider to help make the applicability determination. After receiving sufficient information as requested, the District shall provide a written notice within five (5) business days (absent extenuating circumstances) to the employee of whether the leave qualifies as FMLA leave and will be so designated.

If the circumstances for the leave don't change, the District is only required to notify the employee once of the determination regarding the designation of FMLA leave within any applicable twelve (12) month period.

Employees who receive notification that the leave request does not qualify under the FMLA are expected to return to work; further absences that are not otherwise excused could lead to discipline for excessive absences, or termination for job abandonment.

### **Concurrent Leave Under the FMLA**

All FMLA leave is unpaid unless substituted by applicable accrued leave. The District requires employees to substitute any applicable accrued leave (in the order of sick, personal, or vacation leave as may be applicable) for any period of FMLA leave.

An employee who does not have enough accrued leave to cover the number of days of FMLA leave taken shall not have his/her number of contract days altered because some of the FMLA leave taken was unpaid.

### **Working at another Job while Taking FMLA for Personal or Family Serious Medical Condition**

No employee on FMLA leave for their own serious medical condition may perform work at another, non-district job while on FMLA leave. Except as provided in policy 3.44, employees who do perform work at another, non-district job while on FMLA leave for their own serious medical condition will be subject to discipline, which could include termination or nonrenewal of their contract of employment.

No employee on FMLA leave for the serious medical condition of a family member may perform work at another, non-district job while on FMLA leave. Employees who do perform work at another, non-district job while on FMLA leave for the serious medical condition of a family member will be subject to discipline, which could include termination or nonrenewal of their contract of employment.

### **Health Insurance Coverage**

The District shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the District. Additionally, if the District makes a change to its health insurance benefits or plans that apply to other employees, the employee on FMLA leave must be afforded the opportunity to access additional benefits and/or the same responsibility for changes to premiums. Any changes made to a group health plan that apply to other District employees, must also apply to the employee on FMLA leave. The District will notify the employee on FMLA leave of any opportunities to change plans or benefits. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit his/her portion of the cost of the group health plan coverage to the district's business office on or before it would be made by payroll deduction.

The District has the right to pay an employee's unpaid insurance premiums during the employee's unpaid FMLA leave to maintain the employee's coverage during his/her leave. The District may recover the employee's share of any premium payments missed by the employee for any FMLA leave period that the District maintains health coverage for the employee by paying his/her share. Such recovery shall be made by offsetting the employee's debt through payroll deductions or by other means against any monies owed the employee by the District.

An employee who chooses to not continue group health plan coverage while on FMLA leave is entitled to be reinstated on the same terms as prior to taking the leave, including family or dependent coverages, without any qualifying period, physical examination, exclusion of pre-existing conditions, etc.

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

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

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

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

### **Reporting Requirements During Leave**

Unless circumstances exist beyond the employee's control, the employee shall inform the district every two (2) weeks during FMLA leave of his/her current status and intent to return to work.

### **Return to Previous Position**

An employee returning from FMLA leave is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority. Specifically, upon returning from FMLA leave, a teacher may be assigned to another position that is not necessarily the same as

the teacher's former job assignment. The employee may not be restored to a position requiring additional licensure or certification.

The employee's right to return to work and/or to the same or an equivalent position does not supersede any actions taken by the District, such as conducting a RIF, that the employee would have been subject to had the employee not been on FMLA leave at the time of the District's actions.

## **Provisions Applicable to Section One Employee Notice to District**

### **Foreseeable Leave**

When the need for leave is foreseeable for reasons 1 through 4 listed above, the employee shall provide the District with at least thirty (30)days' notice, before the date the leave is to begin, of the employee's intention to take leave for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may have his/her FMLA coverage of such leave delayed until thirty (30)days after the date the employee provides notice.

If there is a lack of knowledge of approximately when the leave will be required to begin, a change in circumstances, or an emergency, notice must be given as soon as practicable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

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

If the need for FMLA leave is foreseeable less than thirty (30)days in advance, the employee shall notify the District as soon as practicable. If the employee fails to notify as soon as practicable, the District may delay granting FMLA leave for the number of days equal to the difference between the number of days in advance that the employee should have provided notice and when the employee actually gave notice.

### **Unforeseeable Leave**

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the District notice of the need for leave as soon as practicable given the facts and circumstances of the particular case.

Ordinarily, the employee shall notify the District within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, fax, email, or other electronic means. If the eligible employee fails to notify the District as required, unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

### **Medical Certification**

Second and Third Opinions: In any case where the District has reason to doubt the validity of the initial certification provided, the District may require, at its expense, the employee to obtain the opinion of a second health care provider designated or approved by the employer. If the second opinion differs from the first, the District may require, at its expense, the employee to obtain a third opinion from a health care provider agreed

upon by both the District and the employee. The opinion of the third health care provider shall be considered final and be binding upon both the District and the employee.

Recertification: The District may request, either orally or in writing, the employee obtain a recertification in connection with the employee's absence, at the employee's expense, no more often than every thirty (30) days unless one or more of the following circumstances apply:

- The original certification is for a period greater than thirty (30) days. In this situation, the District may require a recertification after the time of the original certification expires, but in any case, the District may require a recertification every six (6) months.
- The employee requests an extension of leave;
- Circumstances described by the previous certification have changed significantly; and/or
- The district receives information that casts doubt upon the continuing validity of the certification.

The employee must provide the recertification within fifteen (15) calendar days after the District's request.

No second or third opinion on a recertification may be required.

The District may deny FMLA leave if an eligible employee fails to provide a requested certification.

#### **Substitution of Paid Leave**

When an employee's leave has been designated as FMLA leave for reasons 1 (as applicable), 2, 3, or 4 above, the District requires employees to substitute accrued sick, vacation, or personal leave for the period of FMLA leave.

To the extent the employee has accrued paid vacation or personal leave, any leave taken that qualifies for FMLA leave for reasons 1 or 2 above shall be paid leave and charged against the employee's accrued leave.

Workers Compensation: FMLA leave may run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job." As a result, the employee may lose his/her workers' compensation payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

#### **Return to Work**

If the District's written designation determination that the eligible employee's leave qualified as FMLA leave under reason 4 above stated that the employee would have to provide a "fitness-for-duty" certification from a health care provider for the employee to resume work, the employee must provide such certification prior to returning to work. The employee's failure to do so voids the District's obligation to reinstate the employee under the FMLA and the employee shall be terminated.

If the District's written designation determination that the eligible employee's leave qualified as FMLA leave under reason 4 above stated that the employee would have to provide a "fitness-for-duty" certification from a health care provider for the employee to resume work **and** the designation determination listed the employee's

essential job functions, the employee must provide certification that the employee is able to perform those functions prior to returning to work. The employee's failure to do so or his/her inability to perform his/her job's essential functions voids the District's obligation to reinstate the employee under the FMLA and the employee shall be terminated.

#### **Failure to Return to Work**

In the event that an employee is unable or fails to return to work within FMLA's leave timelines, the superintendent will make a determination at that time regarding the documented need for a severance of the employee's contract due to the inability of the employee to fulfill the responsibilities and requirements of his/her contract.

#### **Intermittent or Reduced Schedule Leave**

To the extent practicable, employees requesting intermittent or reduced schedule leave shall provide the District with not less than thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take leave.

Eligible employees may only take intermittent or reduced schedule leave for reasons 1 and 2 listed above if the District agrees to permit such leave upon the request of the employee. If the District agrees to permit an employee to take intermittent or reduced schedule leave for such reasons, the agreement shall be consistent with this policy's requirements governing intermittent or reduced schedule leave. The employee may be transferred temporarily during the period of scheduled intermittent or reduced leave to an alternative position that the employee is qualified for and that better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties.

Eligible employees may take intermittent or reduced schedule FMLA leave due to reasons 3 or 4 listed above when the medical need is best accommodated by such a schedule. The eligible employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider.

When granting leave on an intermittent or reduced schedule for reasons 3 or 4 above that is foreseeable based on planned medical treatment, the District may temporarily transfer non-instructional, eligible employees for the period of scheduled intermittent or reduced leave to an alternative position that the employee is qualified for and that better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave for reasons 3 or 4 above that is foreseeable based on planned medical treatment and the employee would be on leave for greater than twenty percent (20%) of the total number of working days in the period during which the leave would extend, the district may require the employee to elect either to:

- a. Take medical leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or

- b. Transfer temporarily to an available alternative position offered by the employer that the employee is qualified for, has equivalent pay and benefits, and better accommodates recurring periods of leave than the regular employment position of the employee.

If the employee chooses to transfer to an alternative position, the alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

An eligible instructional employee who needs intermittent leave or leave on a reduced leave schedule for reasons 3 or 4 above may not be transferred to an alternative position during the period of the employee's intermittent or reduced leave schedule if, based on the foreseeable planned medical treatment, the employee would be on leave for twenty percent (20%) or less of the total number of working days over the period the leave would extend.

Instructional employees are not required to request intermittent leave when the instructional employee's FMLA leave spans a period when school is closed, such as for winter, spring, or summer breaks; in addition, the time the school is closed is not counted when calculating the amount of FMLA leave the instructional employee has used.

#### **Leave taken by eligible instructional employees near the end of the semester**

In any of the following scenarios, if the District chooses to require the eligible, instructional employee to stay on leave until the end of the semester, only the portion of the leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. The required non-FMLA leave will not be considered excessive absenteeism.

#### **Leave more than five (5) weeks prior to end of the semester**

If the eligible, instructional employee begins leave, due to reasons 1 through 4 listed above, more than five (5) weeks prior to the end of the academic term, the District may require the employee to continue taking leave until the end of the semester, if:

1. The leave is of at least three (3) weeks duration; and
2. The return to employment would occur during the three (3) week period before the end of the semester.

#### **Leave less than five (5) weeks prior to end of the semester**

If the eligible, instructional employee begins leave, due to reasons 1, 2, or 3 listed above, during the period that commences five (5) weeks prior to the end of the academic term, the District may require the employee to continue taking leave until the end of the semester, if:

- a. The leave is of greater than two (2) weeks duration; and
- b. The return to employment would occur during the two (2) week period before the end of the semester.

#### **Leave less than three (3) weeks prior to end of the semester**



If the eligible, instructional employee begins leave, due to 1, 2, or 3 listed above, during the period that commences three (3) weeks prior to the end of the semester and the duration of the leave is greater than five (5) working days, the District may require the employee to continue to take leave until the end of the semester.

## **SECTION TWO- FMLA LEAVE CONNECTED TO MILITARY SERVICE**

### **Leave Eligibility**

The FMLA provision of military associated leave is in two categories. Each one has some of its own definitions and stipulations. Therefore, they are dealt with separately in this Section of the policy. Definitions different than those in Section One are included under the respective reason for leave. Definitions that are the same as in Section One are NOT repeated in this Section.

### **QUALIFYING EXIGENCY**

An eligible employee may take FMLA leave for any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. Examples include issues involved with short-notice deployment, military events and related activities, childcare and school activities, the need for financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and other activities as defined by federal regulations.

### **Definitions**

“Covered active duty” means:

- in the case of a member of a **regular** component of the Armed Forces, duty during deployment of the member with the armed forces to a foreign country; and
- in the case of a member of a **reserve** component of the Armed Forces, duty during deployment of the member with the armed forces to a foreign country under a call to order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.

“Son or daughter on active duty or call to active duty status” means the employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis, who is on active duty or call to active duty status, and who is of any age.

### **Certification**

The District may require the eligible employee to obtain certification to help the district determine if the requested leave qualifies for FMLA leave for the purposes of a qualifying exigency. The District may deny FMLA leave if an eligible employee fails to provide the requested certification.

### **Employee Notice to District**

#### **Foreseeable Leave**

When the necessity for leave for any qualifying exigency is foreseeable, whether because the spouse, son, daughter, or parent of the employee is on covered active duty, or because of notification of an impending call or order to covered active duty, the employee shall provide such notice to the District as is reasonable and practicable regardless of how far in advance the leave is foreseeable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

### **Unforeseeable Leave**

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the District notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the District within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, fax, email, or other electronic means. If the eligible employee fails to notify the District as required unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

### **Substitution of Paid Leave**

When an employee's leave has been designated as FMLA leave for any qualifying exigency, the District requires employees to substitute accrued vacation, or personal leave for the period of FMLA leave.

### **Intermittent or Reduced Schedule Leave**

Eligible employees may take intermittent or reduced schedule leave for any qualifying exigency. The employee shall provide the district with as much notice as is practicable.

### **Leave taken by an eligible instructional employee more than five (5) weeks prior to end of the semester**

If an eligible, instructional employee begins leave due to any qualifying exigency more than five (5) weeks prior to the end of the semester, the District may require the employee to continue taking leave until the end of the semester, if:

1. The leave is of at least three (3) weeks duration; and
2. The return to employment would occur during the three (3) week period before the end of the semester.

If the District chooses to require the eligible, instructional employee to stay on leave until the end of the semester, only the portion of the leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement.

## **SERIOUS ILLNESS**

An eligible employee is eligible for leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury under the following conditions and definitions.

### **Definitions**

"Covered Servicemember" is:

1. 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; or
2. a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

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

- a. A military medical treatment facility as an outpatient; or

- b. A unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

“Parent of a covered servicemember” is a covered servicemember’s biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents “in law.”

“Serious Injury or Illness”:

- A. In the case of a member of the Armed Forces, including the National Guard or Reserves, it means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; and
- B. In the case of a veteran who was a member of the Armed Forces, including a member of the National Guard of Reserves, at any time during a period as a covered service member defined in this policy, it means a qualifying (as defined by the U.S. Secretary of Labor) injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

“Son or daughter of a covered servicemember” means a covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.

“Year”, for leave to care for the serious injury or illness of a covered service member, the twelve (12) month period begins on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends twelve (12)months after that date.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of twenty-six (26)weeks of leave during one twelve (12) month period to care for the service member who has a serious injury or illness as defined in this policy. An eligible employee who cares for such a covered service member continues to be limited for reasons 1 through 4 in Section One and for any qualifying exigency to a total of twelve (12)weeks of leave during a year as defined in this policy. For example, an eligible employee who cares for such a covered service member for sixteen (16)weeks during a twelve (12)month period could only take a total of ten (10)weeks for reasons 1 through 4 in Section One and for any qualifying exigency. An eligible employee may not take more than twelve (12)weeks of FMLA leave for reasons 1 through 4 in Section One and for any qualifying exigency regardless of how little leave the eligible employee may take to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury.

If a legally married couple are both eligible employees employed by the District, the legally married couple are entitled to a combined total of twenty-six (26) weeks of leave during one twelve (12) month period to care for their spouse, son, daughter, parent, or next of kin who is a covered service member with a serious injury or illness, as defined in this policy. The leave taken by a legally married couple who care for such a covered service member continues to be limited to a total of twelve (12) weeks of FMLA leave for reasons 1 through 4 in Section One and for any qualifying exigency during a year, as defined in this policy, regardless of whether or

not the legally married couple uses less than a combined total of fourteen (14) weeks to care for a covered service member with a serious injury or illness; moreover, the legally married couple's twelve (12) weeks are combined when taken for reasons 1, 2, or to care for a parent under reason 3 in Section One.

For example, a legally married couple who are both eligible employees and who care for such a covered service member for sixteen (16) weeks during a twelve (12) month period could:

1. Each take up to ten (10) weeks for reason 4 in section 1 or a qualifying exigency;
2. Take a combined total of ten (10) weeks for reasons 1, 2, or to care for a parent under reason 3 in Section One; or
3. Take a combination of numbers 1 and 2 that totals ten (10) weeks of leave.

### **Medical Certification**

The District may require the eligible employee to obtain certification of the covered service member's serious health condition to help the District determine if the requested leave qualifies for FMLA leave. The District may deny FMLA leave if an eligible employee fails to provide the requested certification.

### **Employee Notice to District**

#### **Foreseeable Leave**

When the need for leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury is clearly foreseeable at least thirty (30) days in advance, the employee shall provide the District with no less than thirty (30)days' notice before the date the employee intends for the leave to begin for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may have his/her FMLA coverage of such leave delayed until thirty (30)days after the date the employee provides notice.

If the need for FMLA leave is foreseeable less than thirty (30)days in advance, the employee shall notify the District as soon as practicable. If the employee fails to notify as soon as practicable, the District may delay granting FMLA leave for an amount of time equal to the difference between the length of time that the employee should have provided notice and when the employee actually gave notice.

When the need for leave is to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the district subject to the approval of the health care provider of the spouse, son, daughter, or parent of the employee.

#### **Unforeseeable Leave**

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the District notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the District within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, fax, email, or other electronic means. If the eligible employee fails to notify the District as required, unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

### **Substitution of Paid Leave**

When an employee's leave has been designated as FMLA leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury, the District requires employees to substitute accrued sick, vacation, or personal leave for the period of FMLA leave.

### **Intermittent or Reduced Schedule Leave**

To the extent practicable, employees requesting intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury shall provide the District with at least thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take leave.

Eligible employees may take intermittent or reduced schedule FMLA leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury when the medical need is best accommodated by such a schedule. The eligible employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider.

When granting leave on an intermittent or reduced schedule to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury that is foreseeable based on planned medical treatment, the District may temporarily transfer non-instructional eligible employees for the period of scheduled intermittent or reduced leave to an alternative position that the employee is qualified for and that better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. Specifically, upon returning from FMLA leave, an employee may be assigned to another position that is not necessarily the same as the employee's former job assignment. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury that is foreseeable based on planned medical treatment and the employee would be on leave for greater than twenty percent (20%) of the total number of working days in the period during which the leave would extend, the District may require the employee to choose either to:

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

If the employee chooses to transfer to an alternative position, the alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. Specifically, upon returning from FMLA leave, a teacher may be assigned to another position that is not necessarily the same as the teacher's former job assignment. The employee will not be required to take more FMLA leave than necessary to address the circumstances that required the need for the leave.

An eligible instructional employee, who needs intermittent leave or leave on a reduced leave schedule leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury, may not be transferred to an alternative position during the period of the employee's intermittent or reduced leave schedule if, based on the foreseeable planned medical treatment, the employee would be on leave for twenty percent (20%) or less of the total number of working days over the period the leave would extend.

**Leave taken by eligible instructional employees near the end of the academic semester**

In any of the following scenarios, if the district chooses to require the eligible, instructional employee to stay on leave until the end of the semester, only the portion of the leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. The excess non-FMLA leave will not be considered excessive absenteeism.

**Leave more than five (5) weeks prior to end of the semester**

If the eligible, instructional employee begins leave, for any qualifying exigency or to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury more than five (5) weeks prior to the end of the semester, the District may require the employee to continue taking leave until the end of the semester, if:

1. The leave is of at least three (3) weeks duration; and
2. The return to employment would occur during the three (3) week period before the end of the semester.

**Leave less than five (5) weeks prior to end of the semester**

If the eligible, instructional employee begins leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury during the period that commences five (5) weeks prior to the end of the semester, the District may require the employee to continue taking leave until the end of the semester, if:

- a. The leave is of greater than two (2) weeks duration; and
- b. The return to employment would occur during the two (2) week period before the end of the semester.

**Leave less than three (3) weeks prior to end of the semester**

If the eligible, instructional employee begins leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury during the period that commences three (3) weeks prior to the end of the semester and the duration of the leave is greater than five (5) working days, the District may require the employee to continue to take leave until the end of the semester.

Cross References: 3.8—LICENSED PERSONNEL SICK LEAVE

3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT

3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

Legal References: 29 USC §§ 2601 et seq.  
29 CFR part 825

Date Adopted: 4/15/2019

Last Revised:

## 29 CFR 825.113 - What is a “serious health condition” entitling an employee to FMLA leave?

(a) For purposes of FMLA, “serious health condition” entitling an employee to FMLA leave means an illness, injury, impairment or physical or mental condition that involves inpatient care as defined in § 825.114 or continuing treatment by a health care provider as defined in § 825.115.

(b) The term “incapacity” means inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom.

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

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

## 29 CFR 825.114 - Inpatient Care

Inpatient care means an overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity as defined in § 825.113(b), or any subsequent treatment in connection with such inpatient care

## 29 CFR 825.115 - Continuing Treatment

A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

(a) Incapacity and treatment. A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

(1) Treatment two or more times, within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or

(2) Treatment by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the health care provider.

(3) The requirement in paragraphs (a)(1) and (2) of this section for treatment by a health care provider means an in-person visit to a health care provider. The first (or only) in-person treatment visit must take place within seven days of the first day of incapacity.

(4) Whether additional treatment visits or a regimen of continuing treatment is necessary within the 30-day period shall be determined by the health care provider.

(5) The term “extenuating circumstances” in paragraph (a)(1) of this section means circumstances beyond the employee's control that prevent the follow-up visit from occurring as planned by the health care provider. Whether a given set of circumstances are extenuating depends on the facts. For example, extenuating circumstances exist if a health care provider determines that a second in-person visit is needed within the 30-day period, but the health care provider does not have any available appointments during that time period.

(b) Pregnancy or prenatal care. Any period of incapacity due to pregnancy, or for prenatal care. See also § 825.120.

(c) Chronic conditions. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

(1) Requires periodic visits (defined as at least twice a year) for treatment by a health care provider, or by a nurse under direct supervision of a health care provider;

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

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

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

(e) Conditions requiring multiple treatments. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, for:

(1) Restorative surgery after an accident or other injury; or

(2) A condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

(f) Absences attributable to incapacity under paragraph (b) or (c) of this section qualify for FMLA leave even though the employee or the covered family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three consecutive, full calendar days. For example, an employee with asthma may be unable to report for work due to the onset of an asthma attack or



because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain level. An employee who is pregnant may be unable to report to work because of severe morning sickness.

### **3.33—ASSIGNMENT OF EXTRA DUTIES FOR LICENSED PERSONNEL**

From time to time extra duties may be assigned to licensed personnel by the school principal or the Superintendent as circumstances dictate.

Legal Reference:       A.C.A. § 6-17-201

Date Adopted: 4/15/2019

Last Revised:



### **3.35—LICENSED PERSONNEL BENEFITS**

The      Gentry School District provides its licensed personnel benefits consisting of the following.

1. The priceless reward of helping shape the life and future of our children;
2. Health insurance assistance;
3. Contribution to the teacher retirement system;
4. One sick leave day per contract calendar month, or greater portion thereof; and
5.     2     Personal days.

Legal Reference:       A.C.A. § 6-17-201

Date Adopted: 4/15/2019

Last Revised:

### **3.36—LICENSED PERSONNEL DISMISSAL AND NON-RENEWAL**

For procedures relating to the termination and non-renewal of teachers, please refer to the Arkansas Teacher Fair Dismissal Act (A.C.A. §§ 6-17-1501 et seq.) and the Teacher Evaluation Support System (A.C.A. §§ 6-17-2801 et seq.). The Acts specifically are not made a part of this policy by this reference.

A copy of the statutes are available for review in the office of the principal of each school building.

Legal Reference:       A.C.A. § 6-17-201  
                              A.C.A. §§ 6-17-1501 et seq.  
                              A.C.A. §§ 6-17-2801 et seq.

Date Adopted: 4/15/2019

Last Revised:

### **3.37—ASSIGNMENT OF TEACHER AIDES**

The assignment of teacher aides shall be made by the principal or his/her designee. Changes in the assignments may be made as necessary due to changes in the student population, teacher changes, and to best meet the educational needs of the students.

Legal Reference:       A.C.A. § 6-17-201

Date Adopted: 4/15/2019

Last Revised:

### **3.38—LICENSED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING**

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

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

District staff are required to help enforce implementation of the district's anti-bullying policy. The district's definition of bullying is included below. Students who bully another person are to be held accountable for their actions whether they occur on school equipment or property; off school property at a school-sponsored or school-approved function, activity, or event; or going to or from school or a school activity. Students are encouraged to report behavior they consider to be bullying, including a single action which if allowed to continue would constitute bullying, to their teacher or the building principal. The report may be made anonymously.

A school principal, or designee, who receives a credible report or complaint of bullying shall promptly investigate the complaint or report and make a record of the investigation and any action taken as a result of the investigation.

District employees are held to a high standard of professionalism, especially when it comes to employee-student interactions. Actions by a District employee towards a student that would constitute bullying if the act had been performed by a student shall result in disciplinary action, up to and including termination. This policy governs bullying directed towards students and is not applicable to adult on adult interactions. Therefore, this policy does not apply to interactions between employees. Employees may report workplace conflicts to their supervisor. In addition to any disciplinary actions, the District shall take appropriate steps to remedy the effects resulting from bullying.

#### **Definitions:**

“Attribute” means an actual or perceived personal characteristic including without limitation race, color, religion, ancestry, national origin, socioeconomic status, academic status, disability, gender, gender identity, physical appearance, health condition, or sexual orientation;

“Bullying” means the intentional harassment, intimidation, humiliation, ridicule, defamation, or threat or incitement of violence by a student against another student or public school employee by a written, verbal, electronic, or physical act that may address an attribute of the other student, public school employee, or person with whom the other student or public school employee is associated and that causes or creates actual or reasonably foreseeable:

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

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

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

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

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

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

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

1. Sarcastic comments “compliments” about another student’s personal appearance or actual or perceived attributes,
2. Pointed questions intended to embarrass or humiliate,
3. Mocking, taunting or belittling,
4. Non-verbal threats and/or intimidation such as “fronting” or “chesting” a person,
5. Demeaning humor relating to a student’s actual or perceived attributes,
6. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
7. Blocking access to school property or facilities,
8. Deliberate physical contact or injury to person or property,
9. Stealing or hiding books or belongings,
10. Threats of harm to student(s), possessions, or others,
11. Sexual harassment, as governed by policy 3.26, is also a form of bullying, and/or
12. Teasing or name-calling related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether the student self-identifies as homosexual or transgender (Examples: “Slut”, “You are so gay.”, “Fag”, “Queer”).

Legal Reference: A.C.A. § 6-18-514

Date Adopted: 4/15/2019 Last Revised:



### **3.39—LICENSED PERSONNEL RECORDS AND REPORTS**

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

Legal Reference:       A.C.A. § 6-17-104

Date Adopted: 4/15/2019

Last Revised:

### **3.40—LICENSED PERSONNEL DUTY TO REPORT CHILD ABUSE, MALTREATMENT OR NEGLECT**

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

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

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

Legal References:      A.C.A. § 12-18-107  
                                  A.C.A. § 12-18-201 et seq.  
                                  A.C.A. § 12-18-402

Date Adopted: 4/15/2019  
Last Revised:

### **3.41—LICENSED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING**

The Board of Directors has a responsibility to maintain discipline, protect the safety, security, and welfare of its students, staff, and visitors while at the same time safeguarding district facilities, vehicles, and equipment. As part of fulfilling this responsibility, the board authorizes the use of video/audio surveillance cameras, automatic identification, data compilation devices, and technology capable of tracking the physical location of district equipment, students, and/or personnel.

The placement of video/audio surveillance cameras shall be based on the presumption and belief that students, staff and visitors have no reasonable expectation of privacy anywhere on or near school property, facilities, vehicles, or equipment, with the exception of places such as rest rooms or dressing areas where an expectation of bodily privacy is reasonable and customary.

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

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

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

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

Video recordings and automatic identification or data compilation records may become a part of a staff member's personnel record.

Date Adopted: 4/15/2019

Last Revised:

### **3.42—OBTAINING and RELEASING STUDENT’S FREE AND REDUCED PRICE MEAL ELIGIBILITY INFORMATION**

#### **Obtaining Eligibility Information**

A fundamental underpinning of the National School Lunch and School Breakfast Programs (Programs) is that in their implementation, there will be no physical segregation of, discrimination against, or overt identification of children who are eligible for the Program's benefits. While the requirements of the Programs are defined in much greater detail in federal statutes and pertinent Code of Federal Regulations, this policy is designed to help employees understand prohibitions on how the student information is obtained and/or released through the Programs. Employees with the greatest responsibility for implementing and monitoring the Programs should obtain the training necessary to become fully aware of the nuances of their responsibilities.

The District is required to inform households with children enrolled in District schools of the availability of the Programs and of how the household may apply for Program benefits. However, the District and anyone employed by the district is **strictly forbidden** from **requiring** any household or student within a household from submitting an application to participate in the program. There are NO exceptions to this prohibition and it would apply, for example, to the offer of incentives for completed forms, or disincentives or negative consequences for failing to submit or complete an application. Put simply, federal law requires that the names of the children shall not be published, posted or announced in any manner.

In addition to potential federal criminal penalties that may be filed against a staff member who violates this prohibition, the employee shall be subject to discipline up to and including termination.

#### **Releasing Eligibility Information**

As part of the district’s participation in the National School Lunch Program and the School Breakfast Program, the district collects eligibility data from its students. The data’s confidentiality is very important and is governed by federal law. The district has made the determination to release student eligibility status or information as permitted by law. Federal law governs how eligibility data may be released and to whom. The district will take the following steps to ensure its confidentiality:

Some data may be released to government agencies or programs authorized by law to receive such data without parental consent, while other data may only be released after obtaining parental consent. In both instances, allowable information shall only be released on a need to know basis to individuals authorized to receive the data. The recipients shall sign an agreement with the district specifying the names or titles of the persons who may have access to the eligibility information. The agreement shall further specify the specific purpose(s) for which the data will be used and how the recipient(s) shall protect the data from further, unauthorized disclosures.

The superintendent shall designate the staff member(s) responsible for making eligibility determinations. Release of eligibility information to other district staff shall be limited to as few individuals as possible who shall have a specific need to know such information to perform their job responsibilities. Principals, counselors, teachers, and administrators shall not have routine access to eligibility information or status.

Each staff person with access to individual eligibility information shall be notified of their personal liability for its unauthorized disclosure and shall receive appropriate training on the laws governing the restrictions of such information.

Legal References:       Commissioner’s Memos IA-05-018, FIN 09-041, IA 99-011, and FIN 13-018  
ADE Eligibility Manual for School Meals Revised July 2012  
7 CFR 210.1 – 210.31  
7 CFR 220.1 – 220.22  
7 CFR 245.5, 245.6, 245.8  
42 USC 1758(b)(6)

Date Adopted: 4/15/2019

Last Revised:

### **3.43—DUTY OF LICENSED EMPLOYEES TO MAINTAIN LICENSE IN GOOD STANDING**

It is the responsibility of each teacher, and not the district, to keep his/her teaching license continuously renewed with no lapses in licensure, and in good standing with the State Board of Education. Failure of a teacher to do so will be grounds for termination.

Legal Reference:       A.C.A. § 6-17-401

Date Adopted: 4/15/2019

Last Revised:

### 33.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

The district provides Workers' Compensation (WC) Insurance, as required by law. Employees who sustain **any** injury at work must immediately notify their immediate supervisor, or in the absence of their immediate supervisor notify Superintendent's Office. An injured employee must fill out a Form N and the employee's supervisor will determine whether to report the claim or to file the paperwork if the injury requires neither medical treatment or lost work time. While many injuries will require no medical treatment or time lost at work, should the need for treatment arise later, it is important that there be a record that the injury occurred. All employees have a duty to provide information and make statements as requested for the purposes of the claim assessment and investigation.

The District may discipline an employee, up to and including termination of the employee's contract, if it is discovered that the employee:

1. Deliberately made false statements concerning the origin of an injury or the circumstances surrounding the injury; or
2. submitted a WC claim that the employee knew to be based substantially or entirely on false information.

An employee shall not be disciplined solely because the District's WC carrier denied the employee's WC claim.

For injuries requiring medical attention, the district will exercise its right to designate the initial treating physician and an injured employee will be directed to seek medical attention, if necessary, from a specific physician or clinic. In addition, employees whose injuries require medical attention shall submit to a drug test, which shall be paid at the District's WC carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of WC benefits.<sup>2</sup>

A WC absence may run concurrently with FMLA leave (policy 3.32) when the injury is one that meets the criteria for a serious health condition. To the extent that WC benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the WC injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job." As a result, the employee may lose his/her WC payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

Employees who are absent from work in the school district due to a WC claim may not work at a non-district job until they have returned to full duties at their same or equivalent district job; those who violate this prohibition may be subject to discipline up to and including termination. This prohibition does NOT apply to an employee who has been cleared by his/her doctor to return to "light duty" but the District has no such position available for the employee and the employee's second job qualifies as "light duty".

To the extent an employee has accrued sick leave and a WC claim has been filed, an employee:

- Will be charged for a day's sick leave for ~~the~~ all days missed until such time as the WC claim has been approved or denied;
- Whose WC claim is accepted by the WC insurance carrier as compensable and who is absent for eight (8) or more days shall be charged sick leave at the rate necessary, when combined with WC benefits, to bring the total amount of combined income up to 100% of the employee's usual contracted daily rate of pay;
- Whose WC claim is accepted by the WC insurance carrier as compensable and is absent for fourteen (14) or more days will be credited back that portion of sick leave for the first seven (7) days of absence that is not necessary to have brought the total amount of combined income up to 100% of the employee's usual contracted gross pay.

Notes: This policy is similar to policy 8.36. If you change this policy, review 8.36 at the same time to ensure applicable consistency between the two.

<sup>1</sup> Insert the **position** of the person to be notified.

<sup>2</sup> Requiring employees who need medical treatment for injuries at work to be drug tested is optional but is recommended. A.C.A. § 11-9-102 states that an injury resulting while the employee is under the influence of alcohol or illegal drugs is not a compensable injury. Requiring all employees to be drug tested for work injuries resulting in medical treatment will allow the district to abide the prohibition against paying worker's comp for a drug related injury.

Cross References:        3.8—LICENSED PERSONNEL SICK LEAVE  
                                   3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT  
                                   3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE

Legal References:        Ark. Workers Compensation Commission RULE 099.33 - MANAGED CARE  
                                   A.C.A. § 11-9-102  
                                   A.C.A. § 11-9-508(d)(5)(A)  
                                   A.C.A. § 11-9-514(a)(3)(A)(i)

Date Adopted:4/15/2019  
 Last Revised:5.17/2021



### **3.45—LICENSED PERSONNEL SOCIAL NETWORKING AND ETHICS**

#### **Definitions**

**Social Media Account:** a personal, individual, and non-work related account with an electronic medium or service where users may create, share, or view user-generated content, including videos, photographs, blogs, podcasts, messages, emails or website profiles or locations, such as Facebook, Twitter, LinkedIn, MySpace, or Instagram.

**Professional/education Social Media Account:** an account with an electronic medium or service where users may create, share, or view user-generated content, including videos, photographs, blogs, podcasts, messages, emails or website profiles or locations, such as Facebook, Twitter, LinkedIn, MySpace, or Instagram.

**Blogs:** are a type of networking and can be either social or professional in their orientation. Professional blogs are encouraged and can provide a place for teachers to post homework, keep parents up-to-date, and interact with students concerning school related activities. Social blogs are discouraged to the extent they involve teachers and students in a non-education oriented format.

#### **Policy**

Technology used appropriately gives faculty new opportunities to engage students. District staff are encouraged to use educational technology, the Internet, and professional/education social networks to raise student achievement and to improve communication with parents and students. Technology and social media accounts also offer staff many ways they can present themselves unprofessionally and/or interact with students inappropriately.

It is the duty of each staff member to appropriately manage all interactions with students, regardless of whether contact or interaction with a student occurs face-to-face or by means of technology, to ensure that the appropriate staff/student relationship is maintained. This includes instances when students initiate contact or behave inappropriately themselves.

Public school employees are, and always have been, held to a high standard of behavior. Staff members are reminded that whether specific sorts of contacts are permitted or not specifically forbidden by policy, they will be held to a high standard of conduct in all their interactions with students. Failure to create, enforce and maintain appropriate professional and interpersonal boundaries with students could adversely affect the District's relationship with the community and jeopardize the employee's employment with the district.

The Division of Elementary and Secondary Education (DESE) *Rules Governing the Code of Ethics for Arkansas Educators* requires District staff to maintain a professional relationship with each student, both in and outside the classroom. The School Board of Directors encourages all staff to read and become familiar with the Rules. Conduct in violation of the DESE *Rules Governing the Code of Ethics for Arkansas Educators*, including, but not limited to conduct relating to the inappropriate use of technology or online resources, may be reported to the Professional Licensure Standards Board (PLSB) and may form the basis for disciplinary action up to and including termination.

Staff members are discouraged from creating personal social media accounts to which they invite students to be friends or followers. Employees taking such action do so at their own risk and are advised to monitor the site's privacy settings regularly.

District employees may set up blogs and other professional/education social media accounts using District resources and following District guidelines<sup>1</sup> to promote communications with students, parents, and the community concerning school-related activities and for the purpose of supplementing classroom instruction. Accessing professional/education social media during school hours is permitted.

Staff are reminded that the same relationship, exchange, interaction, information, or behavior that would be unacceptable in a non-technological medium, is unacceptable when done through the use of technology. In fact, due to the vastly increased potential audience that digital dissemination presents, extra caution must be exercised by staff to ensure they don't cross the line of acceptability. A good rule of thumb for staff to use is, "if you wouldn't say it in class, don't say it online."

Whether permitted or not specifically forbidden by policy, or when expressed in an adult-to-adult, face-to-face context, what in other mediums of expression could remain private opinions, including "likes" or comments that endorse or support the message or speech of another person, when expressed by staff on a social media website, have the potential to be disseminated far beyond the speaker's desire or intention. This could undermine the public's perception of the individual's fitness to educate students, thus undermining the teacher's effectiveness. In this way, the expression and publication of such opinions could potentially lead to disciplinary action being taken against the staff member, up to and including termination or nonrenewal of the contract of employment.

Accessing social media websites for personal use during school hours is prohibited, except during breaks or preparation periods. Staff are discouraged from accessing social media websites on personal equipment during their breaks and/or preparation periods because, while this is not prohibited, it may give the public the appearance that such access is occurring during instructional time. Except when expressly authorized by the employee's job duties, staff shall not access social media websites using district equipment at any time, including during breaks or preparation periods, except in an emergency situation or with the express prior permission of school administration. Except when expressly authorized by the District employee's job duties and when District procedures have been followed, all school district employees who participate in social media websites shall not post any school district data, documents, photographs taken at school or of students, logos, or other district owned or created information on any website. Further, the posting of any private or confidential school district material on such websites is strictly prohibited. The posting of prohibited material or posting without following proper procedures may result in disciplinary action against the District employee, up to and including termination or non-renewal.

Specifically, the following forms of technology based interactivity or connectivity are expressly permitted or forbidden:

### **Privacy of Employee's Social Media Accounts**

In compliance with A.C.A. § 11-2-124, the District shall not require, request, suggest, or cause a current or prospective employee to:

1. Disclose the username and/or password to his/her personal social media account;

2. Add an employee, supervisor, or administrator to the list of contacts associated with his/her personal social media account;
3. Change the privacy settings associated with his/her personal social media account; or
4. Retaliate against the employee for refusing to disclose the username and/or password to his/her personal social media account.

The District may require an employee to disclose his or her username and/or password to a personal social media account if the employee's personal social media account activity is reasonably believed to be relevant to the investigation of an allegation of an employee violating district policy; local laws; state laws and rules; or federal laws and regulations. If such an investigation occurs, and the employee refuses, upon request, to supply the username and/or password required to make an investigation, disciplinary action may be taken against the employee, which could include termination or nonrenewal of the employee's contract of employment with the District.

Notwithstanding any other provision in this policy, the District reserves the right to view any information about a current or prospective employee that is publicly available on the Internet.

In the event that the district inadvertently obtains access to information that would enable the district to have access to an employee's personal social media account, the district will not use this information to gain access to the employee's social media account. However, disciplinary action may be taken against an employee in accord with other District policy for using district equipment or network capability to access such an account. Employees have no expectation of privacy in their use of District issued computers, other electronic device, or use of the District's network. (See policy 3.28—LICENSED PERSONNEL COMPUTER USE POLICY)

Cross reference:3.28—LICENSED PERSONNEL COMPUTER USE POLICY

Legal References:       A.C.A. § 11-2-124  
                              DESE Rules Governing The Code Of Ethics For Arkansas Educators

Date Adopted:4/15/2021  
Last Revised:5/17/2021

### **3.46—LICENSED PERSONNEL VACATIONS**

245 day contracted employees are credited with 10 days of vacation at the beginning of each fiscal year. This is based on the assumption that a full contract year will be worked. If an employee fails to finish the contract year due to resignation or termination, the employee's final check will be reduced at the rate of .833 days per month, or major portion of a month, for any days used but not earned.

Instructional employees may not generally take vacation during instructional time. All vacation time must be approved, in advance to the extent practicable, by the superintendent or designee. If vacation is requested, but not approved, and the employee is absent from work in spite of the vacation denial, disciplinary action will be taken against the employee, which may include termination or nonrenewal.

No employee shall be entitled to more than 15 days of vacation as of the first day of each fiscal year. The permissible carry forward includes the 10 days credited upon the start of the fiscal year. Vacation days may be accumulated to fifteen (15) days. Any days over five (5) not taken by the end of each fiscal year will be paid to the employee at the employee's per diem rate for the previous fiscal year. Earned but unused vacation will be paid upon resignation, retirement, termination, or nonrenewal at the employee's current daily rate of pay.

Date Adopted: 4/15/2019

Last Revised:

### **3.47—Depositing collected funds**

From time to time, staff members may collect funds in the course of their employment. It is the responsibility of any staff member to deposit such funds they have collected daily into the appropriate accounts for which they have been collected. The Superintendent or his/her designee shall be responsible for determining the need for receipts for funds collected and other record keeping requirements and of notifying staff of the requirements. Staff need to review the procedures outlined in the Internal Control Document.

Staff that use any funds collected in the course of their employment for personal purposes, or who deposit such funds in a personal account, may be subject to discipline up to and including termination.

Date Adopted: 4/15/2019

Last Revised:

### **3.48—LICENSED PERSONNEL WEAPONS ON CAMPUS**

#### **Firearms**

Except as permitted by this policy, no employee of this school district, including those who may possess a “concealed carry permit,” shall possess a firearm on any District school campus or in or upon any school bus or at a District designated bus stop.

Employees who meet one or more of the following conditions are permitted to bring a firearm onto school property:

- He/she is participating in a school-approved educational course or program involving the use of firearms such as ROTC programs, hunting safety or military education, or before or after-school hunting or rifle clubs;
- The firearms are securely stored and located in an employee’s on-campus personal residence and/or immediately adjacent parking area;
- He/she is a registered, commissioned security guard acting in the course and scope of his/her duties;
- He/she has a valid conceal carry license and leaves his/her handgun in his/her locked vehicle in the district parking lot.

Possession of a firearm by a school district employee who does not fall under any of the above categories anywhere on school property, including parking areas and in or upon a school bus, will result in disciplinary action being taken against the employee, which may include termination or nonrenewal of the employee.

#### **Other Weapons**

Employees may not possess any weapon, defined herein as an item designed to harm or injure another person or animal, any personal defense item such as mace or pepper spray, or any item with a sharpened blade, except those items which have been issued by the school district or are otherwise explicitly permitted (example: scissors) in their workspace.

Employees who are participating in a Civil War reenactment may bring a Civil War era weapon onto campus with prior permission of the building principal. If the weapon is a firearm, the firearm must be unloaded.

Legal References:      A.C.A. § 5-73-119  
                                  A.C.A. § 5-73-120  
                                  A.C.A. § 5-73-124(a)(2)  
                                  A.C.A. § 5-73-301  
                                  A.C.A. § 5-73-306  
                                  A.C.A. § 6-5-502

Date Adopted: 4/15/2019

Last Revised:

### **3.49—TEACHERS' REMOVAL OF STUDENT FROM CLASSROOM**

Note and advisement: This policy is adopted by the Board of Directors in order to bring the District into compliance with ADE rules concerning student discipline, and to incorporate the provisions of A.C.A. § 6-18-511. However, teachers should be aware that federal law governing a student's Individual Education Program (IEP) or 504 plan, or status as an individual with a disability will supersede Arkansas law. In many cases, removing a student from a classroom due to behavioral problems, will violate a student's IEP, violate a student's 504 plan, or constitute discrimination against the student due to a disability that affects the student's ability to conform his or her behavior. Teachers have been successfully sued for IEP and 504 plan violations in other jurisdictions, and teachers need to understand that violating a student's rights is outside of the scope of his or her employment, and no insurance is available or provided by the school district for either legal defense or to pay a money judgment. Teachers who rely on this law and this policy to exclude a student with special needs or a disability are assuming a grave personal risk.

A teacher may remove a student from class whose behavior the teacher has documented to be repeatedly interfering with the teacher's ability to teach the students in the class or whose behavior is so unruly, disruptive or abusive that it interferes with the ability of the student's other classmates to learn. Students who have been removed from their classroom by a teacher shall be sent to the principal's or principal's designee's office for appropriate discipline.

The teacher's principal or the principal's designee may:

1. Place the student into another appropriate classroom;
2. Place the student into in-school suspension;
3. Place the student into the District's alternative learning environment in accordance with Policy 5.26—**ALTERNATIVE LEARNING ENVIRONMENTS**;
4. Return the student to the class; or
5. Take other appropriate action consistent with the District's student discipline policies and state and federal law.

If a teacher removes a student from class two (2) times during any nine-week grading period, the principal or the principal's designee may not return the student to the teacher's class unless a conference has been held for the purpose of determining the cause of the problem and possible solutions. The conference is to be held with the following individuals present:

1. The principal or the principal's designee;
2. The teacher;
3. The school counselor;
4. The parents, guardians, or persons in loco parentis; and
5. The student, if appropriate.

However, the failure of the parents, guardians, or persons in loco parentis to attend the conference does not prevent any action from being taken as a result of the conference.

Legal References:       A.C.A. § 6-18-511  
Arkansas Department of Education Guidelines for the Development, Review and  
Revision of School District Student Discipline and School Safety Policies

Date Adopted: 4/15/2019

Last Revised:

### **3.50—ADMINISTRATOR EVALUATOR CERTIFICATION**

#### **Continuing Administrators**

The Superintendent or designee shall determine and notify in writing by August 31 of each year those currently employed administrators who will be responsible for conducting Teacher Excellence Support System (hereinafter TESS) summative evaluations who are not currently qualified to fulfill that role. All currently employed administrators so notified shall have until December 31 of the contract year to successfully complete all training and certification requirements for evaluators as set forth by the Arkansas Department of Education (ADE). It shall constitute just and reasonable cause for nonrenewal of the contract of employment for any administrator who is required to obtain and maintain TESS evaluator certification, as a term and condition of employment, to fail to do so by December 31 of any contract year. No administrator may conduct a summative evaluation unless they have successfully completed all training and certification requirements for evaluators required by the ADE.

#### **Newly Hired or Promoted Administrators**

All newly hired or newly promoted administrators, as a term and condition of their acceptance of their contract of employment for their administrative position, are required to obtain and maintain evaluator certification for TESS on or before December 31 of the initial administrative contract year, unless they are explicitly excused from such a contractual requirement by board action at the time of the hire or promotion. It shall constitute just and reasonable cause for nonrenewal of the contract of employment for any newly hired or newly promoted administrator who is required to obtain and maintain TESS evaluator certification, as a term and condition of employment, to fail to do so by December 31 of any contract year. No administrator may conduct a summative evaluation unless they have successfully completed all training and certification requirements for evaluators required by the ADE.

Legal Reference:       A.C.A. § 6-15-202(f)(50)

Date Adopted: 4/15/2019

Last Revised:



### **3.51—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES**

“School Bus” is a motorized vehicle that meets the following requirements:

1. Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District; and
2. Is operated for the transportation of students from home to school, from school to home, or to and from school events.

Any driver of a school bus shall not operate the school bus while using a device to browse the internet, make or receive phone calls or compose or read emails or text messages. If the school bus is safely off the road with the parking brake engaged, exceptions are allowed to call for assistance due to a mechanical problem with the bus, or to communicate with any of the following during an emergency:

- An emergency system response operator or 911 public safety communications dispatcher;
- A hospital or emergency room;
- A physician's office or health clinic;
- An ambulance or fire department rescue service;
- A fire department, fire protection district, or volunteer fire department; or
- A police department.

In addition to statutorily permitted fines, violations of this policy shall be grounds for disciplinary action up to and including termination.

Legal Reference:       A.C.A. § 6-19-120

Date Adopted: 4/15/2019

Last Revised:

### **3.52—WRITTEN CODE OF CONDUCT FOR EMPLOYEES INVOLVED IN PROCUREMENT WITH FEDERAL FUNDS**

For purposes of this policy, “Family member” includes:

- An individual's spouse;
- Children of the individual or children of the individual's spouse;
- The spouse of a child of the individual or the spouse of a child of the individual's spouse;
- Parents of the individual or parents of the individual's spouse;
- Brothers and sisters of the individual or brothers and sisters of the individual's spouse;
- Anyone living or residing in the same residence or household with the individual or in the same residence or household with the individual's spouse; or
- Anyone acting or serving as an agent of the individual or as an agent of the individual's spouse.

No District employee, administrator, official, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds, including the District Child Nutrition Program funds, if a conflict of interest exists, whether the conflict is real or apparent. Conflicts of interest arise when one or more of the following has a financial or other interest in the entity selected for the contract:

1. The employee, administrator, official, or agent;
2. Any family member of the District employee, administrator, official, or agent;
3. The employee, administrator, official, or agent’s partner; or
4. An organization that currently employs or is about to employ one of the above.

Employees, administrators, officials, or agents shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements including, but not limited to:

- a. Entertainment;
- b. Hotel rooms;
- c. Transportation;

Violations of the Code of Conduct shall result in discipline, up to and including termination. The District reserves the right to pursue legal action for violations.

All District personnel involved in purchases with Federal funds, including child nutrition personnel, shall receive training on the Code of Conduct.

Legal References: A.C.A. § 6-24-101 et seq.

Arkansas Department of Education Rules Governing the Ethical Guidelines And Prohibitions For Educational Administrators, Employees, Board Members And Other Parties Commissioner’s Memo FIN 09-036, Commissioner’s Memo FIN-10-048 Commissioner’s Memo FIN 15-074 2 C.F.R. § 200.318, 7 C.F.R. § 3016.36, 7 C.F.R. § 3019.42

Date Adopted: 4/15/2019 Last Revised:

### **3.53—LICENSED PERSONNEL BUS DRIVER END of ROUTE REVIEW**

Each bus driver shall walk inside the bus from the front to the back to make sure that all students have gotten off the bus after each trip. If a child is discovered through the bus walk, the driver will immediately notify the central office and make arrangements for transporting the child appropriately. If children are left on the bus after the bus walk through has been completed and the driver has left the bus for that trip, the driver shall be subject to discipline up to and including termination of the employee's classified contract.

Date Adopted: 4/15/2019

Last Revised:

### **3.54—TEACHING DURING PLANNING PERIOD AND/OR OF MORE THAN THE MAXIMUM NUMBER OF STUDENTS PER DAY**

A fifth (5<sup>th</sup>) through twelfth (12<sup>th</sup>) grade teacher may enter into an agreement with the District to teach:

- 1) An additional class in place of a planning period; and/or
- 2) More than one hundred fifty (150) students per day.

A teacher who agrees to teach more than the maximum number of students per day is still bound by the maximum number of students per class period in the Standards for Accreditation and the Arkansas Department of Education (ADE) Rules Governing Class Size and Teaching Load. A fifth (5<sup>th</sup>) through twelfth (12<sup>th</sup>) grade teacher may not teach more than one hundred fifty (150) students per day without receiving additional compensation except when the reason for the teacher exceeding the one hundred fifty (150) per day student maximum is due to the teacher teaching a course or courses that ADE has defined as lending itself to large group instruction.

A fifth (5<sup>th</sup>) through twelfth (12<sup>th</sup>) grade teacher who enters into an agreement with the District shall receive compensation based on the teacher's:

- a) Hourly rate of pay for the loss of a planning period; and/or
- b) Basic contract that is pro-rated for every additional student they teach over the maximum number of students permitted per day.

A teacher who wishes to enter into an agreement for numbers 1, 2, or both above must sign an agreement with the District prior to the teacher giving up his/her planning period or teaching more than the maximum number of students per day. A teacher shall not be eligible to receive compensation until after the agreement has been signed. The maximum length of the signed agreement between the teacher and the District shall be for the semester the agreement is signed.

Neither the District nor the teacher are obligated to:

- Enter into an agreement;
- Renew an agreement; or
- Continue an agreement past the semester in which the agreement is signed.

The provisions of the Teacher Fair Dismissal Act, A.C.A. § 6-17-1501 et seq., do not apply to an agreement between a teacher and the District entered into under this policy.

Legal References:       A.C.A. § 6-17-812  
                              ADE Rules Governing Class Size and Teaching Load

Date Adopted: 4/15/2019

Last Revised:

**3.54F—TEACHING INSTEAD OF PREPARATORY PERIOD AND/OR EXTRA DAILY STUDENTS CONTRACT ADDENDUM**

The \_\_\_\_\_ School District (District) and \_\_\_\_\_ (Teacher) enter into the following contract addendum:

1. Teacher has agreed to teach a class on \_\_\_\_\_ instead of a preparatory period from \_\_\_\_\_ through \_\_\_\_\_;
2. District agrees to pay Teacher for the loss of Teacher’s preparatory period in the amount of \_\_\_\_\_;
3. District agrees to pay Teacher for those students who enroll and attend Teacher’s class that are in excess of the Standard’s maximum daily number of students at the per student per day amount of \_\_\_\_\_;
4. District agrees to pay teacher \_\_\_\_\_.
5. This addendum between District and Teacher is in addition to and separate from any other contract between District and Teacher;
6. Teacher understands that this agreement is not covered by the Teacher Fair Dismissal Act of 1983 (A.C.A. § 6-17-1501 et seq.); and
7. District and Teacher agree that this contract shall be effective for the current semester and that future semesters shall require District and Teacher to enter into a new contract.

Teacher’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Superintendent’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Board President’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Legal References:     A.C.A. § 6-17-114  
                              A.C.A. § 6-17-812  
                              ADE Rules Governing Class Size and Teaching Load

Date Adopted: 4/15/2019

Last Revised:

### **3.55—LICENSED PERSONNEL USE OF PERSONAL PROTECTIVE EQUIPMENT**

Employees whose job duties require the use or wearing of Personal Protective Equipment (PPE) shall use or wear the prescribed PPE at all times while performing job duties that expose employees to potential injury or illness. Examples of PPE include, but are not limited to:

- Head and face protection:
  - Hard hat;
  - Bump cap;
  - Welding helmet;
  - Safety goggles;
  - Safety glasses;
  - Face shield;
- Respiratory protection:
  - Dust/mist mask;
  - Half-face canister respirators;
- Hearing protection:
  - Ear plugs;
  - Ear muffs;
- Hand protection, which is based on hazard exposure(s) and type(s) of protection needed:
  - Leather;
  - Latex;
  - Rubber;
  - Nitrile;
  - Kevlar;
  - Cotton;
- Body protection:
  - Welding apron;
  - Welding jackets;
  - Coveralls/Tyvek suits;
- Foot Protection:
  - Metatarsal protection;
  - Steel toed boots/shoes;
  - Slip resistant shoes;
- Fall Protection:
  - Belts, harnesses, lanyards;
  - Skylight protection;
  - Safe ladders;
  - Scissor lifts.

Employees operating a school-owned vehicle that is equipped with seat belts for the operator shall be secured by the seat belt at all times the employee is operating the vehicle. If the vehicle is equipped with seat belts for passengers, the employee operating the vehicle shall not put the vehicle into motion until all passengers are secured by a seat belt. Employees traveling in, but not operating, a school owned vehicle that is equipped with seat belts for passengers shall be secured by a seat belt at all times the vehicle is in motion.

Employees who fail to use or wear the prescribed PPE required by their job duties put themselves and co-workers at risk of sustaining personal injuries. Employees who are found to be performing job duties without using or wearing the necessary PPE required by the employee's job duties may be disciplined, up to and including termination.

A supervisor may be disciplined, up to and including termination, if the supervisor:

1. Fails to ensure the employee has the prescribed PPE before the employee assumes job duties requiring such equipment;
2. Fails to provide an employee replacement PPE when necessary in order for the employee to continue to perform the job duties that require the PPE; or
3. Instructs the employee to perform the employee's job duties without the prescribed PPE required by those job duties.

An employee shall **not** be disciplined for refusing to perform job duties that require the employee to use/wear PPE if:

- a. The employee has not been provided the prescribed PPE; or
- b. The PPE provided to the employee is damaged or worn to the extent that the PPE would not provide adequate protection to the employee.

An employee's immediate Supervisor is responsible for providing the employee training on the proper use, care, and maintenance of any and all PPE that the employee may be required to use.

Date Adopted: 4/15/2019

Last Revised:

**Descriptor Term**  
SUPERINTENDENT DUTIES

**Descriptor Code**  
GBBAC

**Issue Date**

The Superintendent shall be the chief executive officer of the Board of Directors and the administrative head of all divisions and departments of the school system. He/she may delegate authority for the operation of various segments of the school system, but he/she shall be responsible to the Board for the results produced. His/her specific responsibilities shall be:

- A. To administer the development and maintenance of a positive educational program, designed to meet the needs of the community and to carry out policies of the Board.
- B. To recommend the number and types of positions required to provide proper personnel for the operation of such a program.
- C. To recommend policies on organization, finance, instruction, school plant, and other functions of the school program.
- D. To nominate for appointment, to assign, and to define the duties of all personnel, subject to approval of the Board.
- E. To supervise the preparation and the presentation of the annual and revised budgets to the Board of Directors for approval.
- F. To keep the Board of Directors continually informed on the progress and condition of the school.
- G. To attend and participate in all meetings of the Board of Directors.
- H. To conduct a continuous study of the development and needs of the school and to keep the public informed.



<b>Descriptor Term</b>	<b>Descriptor Code</b>	<b>Issue Date</b>	<b>Revised</b>
ASSISTANT SUPERINTENDENT DUTIES	GBBAC-A	July 1, 1996	May 20, 2002 May 17, 2003 May 17, 2004

- A. To administer the development and maintenance of a Pre-Kindergarten to Twelfth grade integrated curriculum designed to meet the needs of the community and to carry out policies of the Board
- B. To solicit funding for educational programs through entitlement programs, grants, donations, and other Board approved means.
- C. To administer a comprehensive program of staff development for the district's certified employees.
- D. To administer a system of continuous evaluation of the district's curriculum as to its effectiveness of meeting the academic needs of the students.
- E. To keep the Board continually informed on the progress and condition of the school's educational program.
- F. To provide support to the principals and superintendent in the evaluation of the effectiveness of various instructional techniques used in the district.
- G. To evaluate the instructional performance of certified teaching staff when requested by the principal and when such request is approved by the superintendent.
- H. To evaluate the performance and the program effectiveness of the District Technology Department, the ESL/LEP Coordinator, the campus Parent Involvement Coordinators, the Gifted & Talented Coordinator, and other such positions as may develop.
- I. To develop and administer a public relations program to keep the district's parents and patrons informed as to the efforts and progress of the school's instructional program.
- J. To attend and participate in all meetings of the Board of Directors.
- K. To serve as the chief executive officer of the Board of Directors and the administrative head of all divisions and departments of the school system in the absence of the superintendent.
- L. To perform other duties as assigned by the superintendent

<b>Descriptor Term</b>	<b>Descriptor Code</b>	<b>Issue Date</b>	<b>Revised</b>
Federal Programs/ Curriculum Coordinator	GBBAC-B	January 28, 2008	March 16, 2015

- A. To assist in administering the development and maintenance of a Pre-Kindergarten to Twelfth grade integrated curriculum designed to meet the needs of the community and to carry out policies of the Board
- B. To solicit funding for educational programs through entitlement programs, grants, donations, and other Board approved means. This includes:
  - Title I
  - Title II
  - Title III
  - Title V
  - Alternative Learning Environment (ALE)
  - English Language Learners (ELL)
  - National School Lunch Act (NSLA)
  - Professional Development (P.D.)
  - Migrant Education
  - Other related Federal & State Programs
- C. To administer the Arkansas Consolidated School Improvement Plan (ASCIP), or other ADE required comprehensive accountability process, for the District and each campus.
- D. To assist in administering a comprehensive program of staff development for the district's certified employees.
- E. To assist in administering a system of continuous evaluation of the district's curriculum as to its effectiveness of meeting the academic needs of the students.
- F.. To provide support to the principals and superintendent in the evaluation of the effectiveness of various instructional techniques used in the district.
- G. Serve as District Test Coordinator
- H. Serve as District ESL Coordinator
- I. To perform other duties as assigned by the superintendent or the superintendent's designee.

<b>Descriptor Term</b>	<b>Descriptor Code</b>	<b>Issue Date</b>	<b>Revised</b>
ATHLETIC DIRECTOR DUTIES	GBBAH	2-18-93	3-13-00

The Athletic Director's position exists to help ensure that Gentry Public School's athletic program operates effectively and efficiently and compliments the other extra-curricular and academic programs offered by the school.

The Athletic Director's position in the chain-of-command is one of support staff. Evaluation of coaching or other personnel is not included within the scope of duties unless the position is held by an employee who already has staff evaluation within his or her scope of duties...

The Athletic Director shall work under the direct supervision of each school principal with regard to the operation of the athletic program on each principal's respective campus. Following are general duties of the Athletic Director:

1. To coordinate the total athletic program of the district.
2. To assist in the supervision of the operation and maintenance of the buildings, grounds, and all school property used by the athletic program.
3. To ensure that the athletic program meets all rules and regulations of the Arkansas Activities Association and maintains compliance with changing provisions of the AAA.
4. To determine student eligibility for all athletic programs and complete all AAA eligibility forms.
5. To procure qualified officials to referee/judge all "home" athletic events and ensure that such officials are compensated in a timely manner.
6. To procure and schedule transportation for all "away" athletic events.
7. To coordinate with the coaching staff the scheduling of all athletic events.
8. To ensure that all athletic purchases are made in accordance with school board policy and to approve all purchases before request is forwarded to principal.
9. To effectively manage the athletic budget as provided by the superintendent and ensure that all phases of the total athletic program receive equitable funding from the provided budget.
10. To keep all administrators informed concerning the operation of the athletic program.
11. To promote safety for all athletes.
12. To be responsible for ensuring that all athletic equipment is in acceptable and safe condition.
13. To maintain an inventory and accounting system for all school athletic equipment.
14. To promote good community-school relations.
15. To coordinate all local, district, regional, and state athletic events hosted by Gentry Public Schools.
16. To perform other duties assigned by the superintendent.
17. To be available for consultation of hiring athletic personnel.

<b>Descriptor Term</b>	<b>Descriptor Code</b>	<b>Issue Date</b>	<b>Revised</b>
Technology Coordinator Duties	GBBAJ	June 20, 2011	

**Description:** To provide leadership and coordination in the use of technology and the management of Gentry Public School's technology resources.

**Qualifications:**

- 1) Degree in education or experiences and knowledge of educational technology
- 2) Strong written and oral language skills
- 3) Ability to work well with others
- 4) Highly organized and self-motivated

**Duties Include:**

- 1) Assist Staff and Students with technology projects, problems and questions
- 2) Develop and update the technology plan for the district
- 3) Provide professional development when needed in the areas of computers and other technology devices
- 4) Review and evaluate software to be implemented into the district
- 5) Maintain the district inventory database of all technology items - generate reports when requested for auditors or administrative purposes
- 6) Serve as the district APSCN network Administrator on the student side by setting up accounts, passwords, and managing accounts
- 7) Supervising high school apprenticeship students (when applicable)
- 8) Provide specifications, recommendations and implementation for staff development, hardware, software and system installations
- 9) Recommend and initiate special projects
- 10) Serve as the liaison between the school and community for implementation and communication of technology
- 11) Serve as the distance learning coordinator
- 12) Perform necessary paperwork for e-rate applications and reimbursements and other supplemental sources of funding for district technology
- 13) Website Management - maintain the district website, collaborating with individual campuses and departments to maintain their specific links located on the district website
- 14) Responsible for all the purchasing of technology items in the district
- 15) Other duties as assigned by supervisor

<b>Descriptor Term</b>	<b>Descriptor Code</b>	<b>Issue Date</b>	<b>Revised</b>
PERSONNEL POLICY COMMITTEE	GBSA	6-11-91	6-18-95
ELECTION GUIDELINES			6-15-98
			1-19-09

Within 30 days of the beginning of each school year, teacher representatives will be chosen for the Personnel Policy Committee. The following guidelines will be followed:

1. The current/previous year’s committee chairperson will notify the current/previous year’s building representatives that the selection process should begin.
2. Each level/building will, in a meeting conducted by those representatives, choose two representatives to the PPC for the new school year and notify the PPC chairperson of the results of the selection process.
3. The committee chairperson will announce the results with a district-wide email and separately notify the superintendent of the new committee members.
4. The chairperson will call a meeting of the newly selected committee within ten (10) working days.
5. In case of a vacancy on the committee, the remaining representative for the building where the vacancy occurs will handle the meeting to select a replacement.

The new committee will carry out the following actions at the first meeting:

1. Election of a chairperson;
2. Election of a secretary;
3. Establishment of a calendar of meetings, with at least one (1) meeting held each month of the school year;
4. Establish sub-committee, to include the superintendent when requested, to propose to the board of education creation of, or revisions to, competencies and corresponding indicators” and “descriptors” for certified positions;
5. Review student discipline policies in accordance with Act 868 of 1995.

This newly formed committee will be the district Personnel Policy Committee until the formation of a new committee the following school year.

<b>Descriptor Term</b>	<b>Descriptor Code</b>	<b>Issue Date</b>	<b>Revised</b>
TRANSFERS AND VACANCY	GBM	7-14-87	7-1-96, 7-5-2008 11-15-2010 June 17, 2013

When there is a vacancy, any staff member who is qualified by training and experience may request a transfer to the vacant position. This request must be made in writing to the building principal or supervisor in whose building or program the vacancy occurs.

Transfers may be granted if it is in the best interest of the total school program as determined by the building principals or supervisors involved, the superintendent, and the school board.

When the vacant position is one covered by board policies GBSB ADMINISTRATORS SCREENING COMMITTEE POLICY or is a position deemed by the school board to have a high public exposure and significant public contact as described in GBSB EMPLOYEE SCREENING COMMITTEE, then the transfer request will be made to the superintendent who shall convene the appropriate screening committee and present the transfer request for consideration. On recommendation from such committee that the transfer be granted, the superintendent, if concurring, shall make such recommendation to the school board. If the committee denies such request, or if the superintendent does not concur, then the transfer request shall be denied.

It shall be mandatory that the reason(s) for the recommendation of an involuntary transfer be reviewed by the board prior to the transfer being made.

In cases where there is more than one qualified candidate for a vacancy, the person that is best suited by training, experience, past teaching success, and other qualities deemed necessary will be selected to fill the position. This determination will be made by the building principal or supervisor, the superintendent, and the school board.

Vacant positions will be posted to the district’s website within the online application link. Staff members interested in transfers should periodically review this site.

<b>Descriptor Term</b>	<b>Descriptor Code</b>	<b>Issue Date</b>	<b>Revised</b>
EMPLOYEE SCREENING COMMITTEE	GBSBA	February 15, 2010	

A committee for vacancies in certified and classified positions will be formed to screen candidates for the position. The representatives of each committee will be selected as follows:

1. The administrator or supervisor of the location in which the employee is to be hired.
2. The administrator or supervisor from another location in the district.
3. A minimum of one employee, with same or similar duties, of the location in which the employee is to be hired. The number of participants from this group shall be at the administrator's or supervisor's, of the location in which the employee is to be hired, discretion.
4. At the discretion of the administrator or supervisor, of the location in which the employee is to be hired, a minimum of one employee, with same or similar duties, of the location in which the employee is to be hired .
5. At the discretion of the administrator or supervisor, of the location in which the employee is to be hired, a district level administrator or supervisor.

In positions deemed by the school board to have a high public exposure and significant public contact, these additional positions may be included.

6. Superintendent or other district level employee(s) appointed by the superintendent.
7. Parent(s) selected by the administrator or supervisor of the location in which the employee is to be hired.
8. Student(s) selected by the administrator or supervisor of the location in which the employee is to be hired.
9. Community member(s) selected by school board.
10. A board member selected by the school board.

The function of the committee is to make an informed decision and recommendation to the administrator of the location in which the employee is to be hired. In no instance shall the recommendation of the committee be deemed binding to the administrator or supervisor of the location in which the employee is to be hired, binding to the superintendent, or binding to the school board as governed by A.C.A.

<b>Descriptor Term</b>	<b>Descriptor Code</b>	<b>Issue Date</b>	<b>Revised</b>
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PAYMENT FOR UNUSED  
SICK LEAVE

GDBAB

March 13, 2000

May 20, 2002  
October 10, 2012

The District will buy any unused sick days accumulated during the current fiscal year in excess of thirty (30) accumulated days at the rate of  $\frac{1}{2}$  the per diem rate of the classified employed or the pay for a certified substitute teacher, whichever is less..

A classified employee who chooses to receive payment for unused sick leave shall complete a form provided by the business office stating their request. In the event a dispute arises over the number of days a certified employee has to his credit, the records contained in the payroll office shall be official.

As a method of recognizing service to the Gentry District and to the State of Arkansas, the District will buy all unused sick leave from any classified personnel who has reached the maximum number of years so as to be eligible for full retirement benefits provided that such employee has worked the last consecutive ten (10) years within the Gentry School District. The District will buy, on the employee's retirement, the unused sick days at the rate of  $\frac{1}{2}$  the per diem rate of the classified employee or the pay for a certified substitute teacher, whichever is less..

If a classified employee is eligible for retirement as described above but has not met the ten consecutive year requirement, the District will buy, on the employee's retirement, the unused sick days at one-fourth ( $\frac{1}{4}$ ) the per diem rate of the classified employee or the one-half ( $\frac{1}{2}$ ) the pay for a certified substitute teacher, whichever is less..

The benefits as described above shall convey to the beneficiary or estate of a staff member who dies while under contract to the school district.



<b>Descriptor Term</b>	<b>Descriptor Code</b>	<b>Issue Date</b>
Certified/Classified Professional Standards of Conduct	GBC	2-18-93

All Gentry employees:

1. are to conduct themselves as professionals at all times.
2. are not to eat or drink during class time without the approval of the building principal.
3. are not to chew tobacco or smoke, or use e-Cigarettes or similar type product, in the presence of students during the school day or school-sponsored activity.
4. are expected to be fair, patient, honest and cooperative with students, parents, staff, and others associated with the Gentry School District.
5. are expected to respond to deadlines and administrative requests in a timely manner.
6. are expected to recognize their position within the community and weigh carefully any remarks they make about the school's program, staff, or students.
7. are encouraged to participate in civic and community affairs with the Gentry School District as well as extra-curricular school activities.
8. are encouraged to be an active member of his/her academic professional organization.
9. are expected to dress in a professional manner conducive to a high standard of learning. (See GAMC)
10. are expected to respect the chain-of-command. (See GAMA)
11. are to exhibit personal standards of conduct worthy of emulation by Gentry Students.

**Descriptor Term:**  
Enrollment of Employee's  
Children

**Descriptor Code:**  
BJECBB

**Issue Date:**  
July 18, 1994

**Revised:**  
March 13, 2000

Recognizing the need for employees who do not reside in the Gentry School District to alleviate problems which might distract such an employee from his or her duties or which might necessitate the need for an employee to withdraw from active service in the district, the Gentry Board of Education hereby adopts as policy the following provisions for the admission and enrollment of the children of such employees.

The child (ren) of any employee who is under full-time contract during the current school term shall be allowed to enroll and attend in the Gentry School System under the following provisions:

1. The child (ren) of an employee who resides out-of-state shall first be granted a transfer from the resident district in which s/he resides using the transfer form approved by that state's Department of Education.  
  
The child (ren) of an employee who resides out-of-district shall be enrolled and allowed to attend under the provisions of Arkansas Code Annotated 6-18-203 (b) (1) (2).
2. Tuition for the child (ren) of an employee who resides out-of-state, as defined by board policy BJECB, shall be waived.
3. The yearly transportation fee for the child (ren) of an employee who resides out-of-state, as defined by board policy BJECB, shall be waived. However, such transportation shall be governed by board policy EE.
4. No tuition or other fees shall be paid by the Gentry School District to the district transferring to the Gentry District the child (ren) of an employee who resides out-of-state or out-of-district.
5. The provisions of this policy shall cease to exist for the child (ren) of an employee who resides out-of-state at such time as the child(ren)'s parent ceases to be an employee of the Gentry School District.
6. Nothing in this policy shall be construed as superseding current or future Arkansas Attendance Laws as promulgated by the Arkansas General Assembly, the Arkansas State Board of Education, or the Arkansas Department of Education.

**Descriptor Term**  
REASONS FOR DISCIPLINARY ACTION

**Descriptor Code**  
GDBCA

**Issue Date**  
May 16, 1994

**Revised:**  
April 20, 1998  
June 17, 2013

Along with the need of efficiently operating the district, the safety and convenience of a great many personnel may be jeopardized by the thoughtless acts of just one worker; therefore, some restrictions must be made on the individual for the sake of the whole group. Following is a non-inclusive list of violations which will be sufficient grounds for disciplinary action up to and including discharge.

1. Failure to be at work station at starting time.
2. Leaving work station without authorization (contact principal or supervisor)
3. Excessive unexcused absenteeism.
4. Excessive tardiness
5. Wasting time or loitering during working hours
6. Possession of weapons on the premises at any time
7. Removing district property, records or confidential information from premises without proper authority
8. Willful abuse property, including tools, equipment, or property of other employees
9. Theft or misappropriation of property of employees, students, or the district.
10. Sabotage
11. Distract the attention of others from their job performance
12. Refusal to obey orders of supervisor
13. Refusal or failure to do work assignment
14. Unauthorized operation of machines, tools, or equipment
15. Threatening, intimidating, coercing, or interfering with employees or supervisor at any time
16. Fighting on the premises at any time
17. Creating or contributing to unsanitary conditions
18. Practical jokes injurious to employees or district property
19. Possession, consumption, or reporting to work under the influence of alcohol, non-prescribed drugs, or controlled substances.
20. Disregard of known safety rules or common safety devices provided
21. Unsafe operation of motor-driven vehicles
22. Operating machines or equipment without safety devices provided
23. Gambling, lottery, or any other game of chance on district property
24. Unauthorized distribution of literature, written or printed matter of any description on district premises.
25. Posting or removing notices, signs, or writing in any form on bulletin boards of district property at any time without specific authority of administration.
26. Poor workmanship
27. Immoral conduct or indecency including abusive and/or foul language.
28. In-coming and out-going personal calls during working hours (except for emergencies)
29. Walking off job
30. Falsifying time sheets
31. Engaging in sexual activities while on the job or on School Board property
32. Intentionally lying to supervisor

**Descriptor Term:**  
EMPLOYEE RELATIONS

**Descriptor Code:**  
GBH

**Issue Date:**  
May 18, 1998

**Revised:**  
6-15-98  
8-17-98

**Employee-Student Relations**

Any action or comment by a member of the school staff which invites romantic or sexual involvement with a student is considered to be highly unethical and is unacceptable to the Board. This includes, but is not limited to, inappropriate conversation, inappropriate touching, dating, cohabitation, and engaging in immoral conduct.

**Employee-Employee Relations**

Immoral acts, unprofessional conduct, or acts involving moral turpitude by an employee, which indicate unfitness to work in a school setting or poses a danger to others, will result in the immediate suspension of the employee and may result in the termination of such employee's contract of employment.

**Descriptor Term**  
INTRASCHOOL FUNDS

**Descriptor Code**  
GAMD

**Issue Date**

**Revised**  
12-20-01

School employees are advised that they assume complete responsibility for funds in their care. Teachers should deposit funds daily with the Principal or person designated by him/her. A receipt will be furnished for all funds deposited with the Principal or his/her designee. The following procedures, while not all inclusive, are mandated as minimum board requirements for the management of intraschool funds:

1. All currency, coins, checks, and/or all other monetary medium, hereafter called money is to be received, receipted, and should be deposited on a daily basis.
2. All money collected by teachers shall be brought to the school secretary by the end of the work day and receipted that same day. No money is to be left in the classroom at the end of the school day.
3. Wire transaction deposits shall be receipted on the day that notice of deposit is received and/or verified by the bank.
4. When money is received, the person submitting the money and the secretary shall agree to the amount given prior to a receipt being written.
5. When a receipt has been written, the money becomes the responsibility of the person signing the receipt.
6. No alterations to receipts will be made without reporting the reason for the alteration to the principal. The supervisor and person who originally signed the receipt shall initial by the alteration. A written explanation as to the reason for the alteration shall be attached to the receipt.
7. All money on hand shall be placed in a locked fire-rated cabinet until the deposit is made. Only the principal and/or assistant principal and school secretary shall have access to the cabinet key and access to the cabinet.
8. No purchase, using school funds, will be made with cash unless made from the petty cash fund as governed by A.C.A. 6-20-409 or other applicable code(s). At all times the paid invoices in the petty cash fund and the sum of the money within the fund shall equal the fiscal year beginning amount of the fund balance.
9. All activity purchases must have prior approval of the principal at the campus where the activity exists.
10. All purchases with which district funds will be expended must be made by purchase order and have prior approval of the principal and superintendent before the money is obligated.
11. Money collected at nighttime activities shall be the responsibility of the activity sponsor. The athletic director shall be responsible for the safekeeping of funds collected at nighttime or weekend events. The athletic director may designate another school employee to complete the collection process but retains the responsibility for the money. It is suggested that arrangements be made with the bank that holds the activity account to allow nighttime drop-off until the money can be properly receipted the next business day.
12. All irregularities are to be reported immediately to the superintendent.
13. Any deviation in the above procedure shall be grounds for disciplinary action up to a recommendation of termination of contract.

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# **CURRICULUM AND INSTRUCTION**



## 5.1—EDUCATIONAL PHILOSOPHY

The Gentry School District assumes the responsibility of providing students attending its schools a high quality education that challenges each student to achieve to their maximum potential. The District shall endeavor to create the environment within the schools necessary to attain this goal. The creation of the necessary climate shall be based on the following core beliefs:

3. The District's vision statement will be developed with input from students, parents, business leaders, and other community members.
4. All students can be successful learners.
5. Students learn at different rates and in different ways.
6. A primary goal shall be to give students the skills they need to be life-long learners.
7. The education of all citizens is basic to our community's well-being.
8. Student achievement is affected positively by the involvement of parents and the community in the schools.
9. The District is responsible for helping cultivate good citizenship skills in its students.
10. Students reflect the moral and ethical values of their environment.
11. All people have a right to a safe environment.
12. Each person is responsible for his/her own actions.
13. Innovation involves taking risks.
14. Schools are responsible for creating the conditions that promote success.
15. Each person is entitled to retain his/her dignity.
16. All people have the right to be treated with respect and the responsibility to treat others respectfully.
17. For teachers to succeed in cultivating high student achievement, they need to be given the materials, training, and environment necessary to produce such results.

Date Adopted: 4-15-19

Last Revised:



## 5.2—PLANNING FOR EDUCATIONAL IMPROVEMENT

Each school in the district, in collaboration with administrators, teachers, other school staff, parents, the community, and students, shall develop a school-level improvement plan (SLIP) to:

- Establish goals or anticipated outcomes based on an analysis of students' needs;
- Identify student supports and evidence-based interventions and practices to be implemented;
- Describe the professional learning necessary for adults to deliver the supports or interventions;
- Describe the implementation timeline for monitoring of the interventions and practices for effectiveness;
- Describe the timeline and procedures for evaluation of the interventions and practices for effectiveness; and
- Evaluate and modify a parent, family, and community engagement plan.<sup>1</sup>

Each SLIP shall include a literacy plan that includes a curriculum program and a professional development program that is aligned with the District's literacy needs and is based on the science of reading.

Some of the data that shall be considered when developing the SLIP includes, but is not limited to:<sup>2</sup>

- Statewide assessment results;
- Interim assessment results;
- Similarly situated school's SLIPs; and
- Evaluation(s), including staff, student, and community feedback, of the existing SLIP.

The SLIP is to be reviewed on an ongoing basis with reports to the board on the implementation progress of the SLIP throughout the year of implementation. By May 1 of each year, the SLIP to be implemented in the upcoming school year shall be presented to the District Board of Directors for review and approval.<sup>3</sup> The District will post the District's SLIP(s) to the District's website under State-Required Information by August 1 of each year.

The district shall develop, with appropriate staff; school board members; and community input, a school district support plan (SDSP).<sup>4</sup> The SDSP, in coordination with the District's SLIPs, shall:

- Specify the support the District will provide to the District's schools;
- Collaboratively establish priorities regarding goals or anticipated outcomes with the District's schools, including feeder schools;
- Identify resources to support the established priorities;
- Describe the time and pace of providing support and monitoring for the established priorities;
- Describe the measures for analyzing and evaluating that the District support was effective in improving the school performance;
- Establish, evaluate, and update a parent, family, and community engagement plan;<sup>1</sup> and
- Direct the use of Enhanced Student Achievement funding for strategies to close gaps in academic achievement.

If the District's data reflects a disproportionality in equitable access to qualified and effective teachers and administrators, the District shall develop and implement strategies to provide equitable access as part of the SDSP.

If forty percent (40%) or more of the District's students scored "in need of support" on the prior year's statewide assessment for reading, the District shall develop a literacy plan as part of the SDSP that includes:



- Goals for improving reading achievement throughout the District; and
- Information regarding the prioritization of funding, including without limitation, Enhanced Student Achievement funding, for strategies to improve reading achievement throughout the District.

The District shall post the District’s SDSP to the District’s website under State-Required Information, including any updates to the District’s SDSP.<sup>5</sup>

The District’s Board of Directors shall hold a meeting annually to provide a report that systematically explains the District’s policies, programs, and goals to the community. The District’s report shall detail the progress of the District and the District’s schools toward accomplishing program goals, accreditation standards, and proposals to correct any deficiencies. The report shall be made available to the public, including by posting a copy on the District’s website under State-Required Information no later than ten (10) days following the meeting. The meeting shall provide parents and other members of the community the opportunity to ask questions and make suggestions concerning the District’s program.

Notes: <sup>1</sup> See A.C.A. § 6-15-1702 for a detailed listing of required components of the parental involvement plan. The Model Policy Service has also provided a guide (See Supporting Information for Policies 6.11 and 6.12 located on the Policy Resources Page: <https://arsba.org/policy-resources>) for easier understanding of the language in the code. In addition, the Division of Elementary and Secondary Education has created a parent, family, and community engagement toolkit that may be used in the creation of your plan. The toolkit is located at <http://dese.ade.arkansas.gov/divisions/public-school-accountability/federal-programs/parent-and-family-engagement>.

Legal References:       A.C.A. § 6-15-2914  
                                   DESE Rules Governing the Arkansas Educational Support and Accountability Act  
                                   DESE Rules Governing Parental Involvement Plans and Family and Community  
                                   Engagement  
                                   Standards for Accreditation 1-B.4, 3-B.1, 3-B.2, 3-B.2.1, 5-A.1  
                                   Commissioner’s Memo COM-20-021

Date Adopted:4/15/2019

Last Revised:5/17/2021



### 5.3—CURRICULUM DEVELOPMENT

Sequential curricula should be developed for each subject area. Curricula are to be aligned with the curriculum frameworks and used to plan instruction leading to student proficiency on the Arkansas Academic Standards. Curricula should be in alignment with the District’s vision, mission, goals, and educational philosophy. Student achievement is increased through an integrated curriculum that promotes continuity and a growth in skills and knowledge from grade to grade and from school to school. Therefore, the Board desires that unnecessary duplication of work among the various grades and schools be eliminated and that courses of study and their corresponding content guides be coordinated effectively.

The Board of Education is responsible for reviewing and approving all instructional programs offered by the District as well as approving significant changes to courses or course materials before they are implemented. The Superintendent is responsible for making curriculum recommendations.

Each school shall review each curriculum area annually to address the continued relevancy, adequacy, and cost effectiveness of individual courses and instructional programs and to ensure each area is aligned with the current curriculum frameworks and course content standards approved by the State Board of Education. Each school’s administration shall implement a monitoring process to ensure that the instructional content of each course offered is consistent with the content standards and curriculum frameworks approved by the State Board of Education.

The District shall not purchase curriculum for the District’s reading program that is not from the list of curricula approved by the Division of Elementary and Secondary Education.

Legal References:       Standards for Accreditation 1-A.1, 1-A.4  
                                  A.C.A. § 6-15-101  
                                  A.C.A. § 6-15-1505(a)  
                                  A.C.A. § 6-15-2906  
                                  A.C.A. § 6-17-429

Date Adopted:4-15-19  
Last Revised:



## 5.4—SCHOOL IMPROVEMENT TEAMS

A team structure is officially incorporated into the school-level improvement plan. New school administrators shall receive a description of the teams' purposes and how each team is constituted; In addition, each new administrator shall receive training on methods for effective teams.

All teams shall create work plans for the year, which shall include specific work products for the team to produce. To aid in maintaining the work plan, all teams shall develop an agenda and keep minutes for each meeting. The school principal shall be responsible for maintaining a file of the agendas, work products, and minutes of all teams.

Team meetings shall take place outside of the student instructional day whenever possible.

### **Leadership Team**

Each school shall have a Leadership Team that consists of members that include:

1. The principal;
2. The chair of each Instructional Team;
3. The school guidance counselor;
4. A instructional facilitator; and
5. Other key professionals designated by the principal.

The Leadership Team shall meet for a minimum of one (1) hour at least two (2) times each month during the school year. Based on school performance data and aggregated classroom observation data, the Leadership Team shall make decisions and recommendations on curriculum, instruction, and professional development; in addition, the Leadership Team shall serve as a conduit of communication to the rest of the faculty and staff.

### **Instructional Teams**

The teachers in each school shall belong to an Instructional Team. The instructional teams shall be organized by:

- a. Grade level;
- b. Grade level cluster; and/or
- c. Subject area.

Each Instructional Team shall appoint a chair for the school year who shall conduct the team meetings and shall be part of the school Leadership Team. Each Instructional Team shall meet for a minimum of forty-five (45) minutes at least two (2) times a month during the school year.

The purpose of the Instructional Teams is to develop and refine units of instruction and review student learning data.

Legal References: DESE Rules Governing the Arkansas Educational Support and Accountability Act  
School-Level Improvement Plan Indicator 36  
A.C.A. § 6-17-114  
AG Opinion 2005-299

Date Adopted:4-15-19

Last Revised:



## **5.5—SELECTION/INSPECTION OF INSTRUCTIONAL MATERIALS**

The use of instructional materials beyond those approved as part of the curriculum/textbook program must be compatible with school and district policies. If there is uncertainty concerning the appropriateness of supplemental materials, the personnel desiring to use the materials shall get approval from the school's principal prior to putting the materials into use.

All instructional materials used as part of the educational curriculum of a student shall be available for inspection by the parents or guardians of the student. For the purposes of this policy, instructional materials is defined as instructional content provided to the student regardless of its format, including printed or representational materials, audio-visual materials, and materials in electronic or digital formats. The term does not include academic tests or academic assessments.

Parents or guardians wishing to inspect instructional materials used as part of the educational curriculum for their child may schedule an appointment with the student's teacher at a mutually agreeable time. Parents/guardians wishing to challenge the appropriateness of any instructional materials shall follow the procedures outlined in Policy 5.6—CHALLENGE OF INSTRUCTIONAL/SUPPLEMENTAL MATERIALS.

The rights provided to parents under this policy transfer to the student when he/she turns 18 years old.

Legal Reference: 20 USC § 1232h

Date Adopted:4-15-19

Last Revised:



## 5.6—CHALLENGE TO INSTRUCTIONAL/SUPPLEMENTAL MATERIALS

Instructional and supplemental materials are selected for their compatibility with the District’s educational program and their ability to help fulfill the District’s educational goals and objectives. Individuals wishing to challenge or express concerns about instructional or supplemental materials may do so by filling out a *Challenge to Instructional Material* form available in the school’s office.

The contesting individual may present a copy of the form to the principal and request a conference be held at a time of mutual convenience. Prior to the conference, the principal shall consult with the teacher regarding the contested material. In the conference, the principal shall explain to the contesting individual the criteria used for the selection of the material and its relevancy to the educational program as well as any other pertinent information in support of the use of the material.

Following the conclusion of the meeting, the principal shall have five (5) working days to submit a summary of the concerns expressed by the individual and the principal’s response to those concerns to the Assistant Superintendent or Curriculum Coordinator.

If the contesting individual is not satisfied with the principal’s response, the individual may, after the five (5) working day period, request a meeting with the Superintendent where the individual shall present the same *Challenge to Instructional Material* form previously presented to the principal. The Superintendent shall explain to the contesting individual the criteria used for the selection of the material and its relevancy to the educational program as well as any other pertinent information in support of the use of the material.

Following the conclusion of the meeting, the Superintendent shall have five (5) working days to write a summary of the concerns expressed by the individual and the Superintendent’s response to those concerns. The Superintendent shall create a file of his/her response along with a copy of the principal’s response and a copy of the contesting individual’s *Challenge to Instructional Material* form.

If, after meeting with the Superintendent, the contesting individual is not satisfied with the Superintendent’s response regarding the appropriateness of the instructional or supplemental material, he/she may appeal the Superintendent’s decision to the Board. The Superintendent shall present the contesting individual’s *Challenge to Instructional Material* form to the Board at the next regularly scheduled meeting along with the written responses to the challenge. The Board may elect, if it so chooses, to hear brief verbal presentations from the parties involved in the challenge.

The Board shall decide at that meeting or their next regularly scheduled meeting whether to retain the material, limit the availability of the material, or remove the material from the school. The Board’s primary consideration in reaching its decision shall be the appropriateness of the material for its intended educational use.

Legal Reference: 20 USC 1232h

Date Adopted:4-15-19

Last Revised:



**5.6F—REQUEST FOR RECONSIDERATION OF INSTRUCTIONAL OR SUPPLEMENTAL MATERIALS**

Name: \_\_\_\_\_

Date submitted: level one \_\_\_\_\_ level two \_\_\_\_\_ level three \_\_\_\_\_

Instructional material being contested:

\_\_\_\_\_

Reasons for contesting the material (be specific):

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What is your proposed resolution?

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\_\_\_\_\_

Signature of receiving principal \_\_\_\_\_

Signature of curriculum coordinator \_\_\_\_\_

Signature of Superintendent \_\_\_\_\_

Date Adopted:4-15-19

Last Revised:





## 5.7—SELECTION OF LIBRARY/MEDIA CENTER MATERIALS

The ultimate authority for the selection and retention of materials for the schools' media centers rests with the Board of Education which shall serve as a final arbiter in resolving a challenge to any media center materials. Licensed media center personnel shall make the initial selections in consultation with school and district licensed staff. Materials selected shall be in accordance with the guidelines of this policy.

The purpose of the schools' libraries/media centers is to supplement and enrich the curriculum and instruction offered by the District. Promoting the dialogue characteristic of a healthy democracy necessitates the maintenance of a broad range of materials and information representing varied points of view on current and historical issues. In the selection of the materials and resources to be available in each library/media center consideration will be given to their age appropriateness. Materials should be available to challenge the different interests, learning styles, and reading levels of the school's students and that will help them attain the District's educational goals.

### Selection Criteria

The criteria used in the selection of media center materials shall be that the materials:

- e) Support and enhance the curricular and educational goals of the district;
- f) Are appropriate for the ages, learning styles, interests, and maturity of the schools' students, or parents in the case of parenting literature;
- g) Contribute to the examination of issues from varying points of view and help to broaden students understanding of their rights and responsibilities in our society;
- h) Help develop critical thinking skills;
- i) Are factually and/or historically accurate, in the case of non-fiction works and/or serve a pedagogical purpose;
- j) Have literary merit as perceived by the educational community; and
- k) Are technically well produced, physically sound (to the extent appropriate), and represent a reasonably sound economic value.

### Retention and Continuous Evaluation

Media center materials shall be reviewed regularly to ensure the continued appropriateness of the center's collection to the school's curriculum and to maintain the collection in good repair. Those materials no longer meeting the selection criteria, have not been used for a long period of time, or are too worn to be economically repaired shall be withdrawn from the collection and disposed of. A record of withdrawn media materials including the manner of their disposal shall be maintained for a period of three years.

### Gifts

Gifts to the media centers shall be evaluated to determine their appropriateness before they are placed in any media center. The evaluation shall use the same criteria as for all other materials considered for inclusion in the media centers. Any items determined to be unacceptable shall be returned to the donor or disposed of at the discretion of the media specialist. The media centers shall have a list of desired items to give to prospective donors to aid them in their selection of materials to donate.



## Challenges:

The parent of a student affected by a media selection, or a District employee may formally challenge the appropriateness of a media center selection by following the procedure outlined in this policy. The challenged material shall remain available throughout the challenge process.

Before any formal challenge can be filed, the individual contesting (hereinafter complainant) the appropriateness of the specified item shall request a conference through the principal's office with a licensed media center employee. The complainant shall be given a copy of this policy and the *Request for Formal Reconsideration Form* prior to the conference. The meeting shall take place at the earliest possible time of mutual convenience, but in no case later than five (5) working days from the date of the request unless it is by the choice of the complainant.

In the meeting, the media specialist shall explain the selection criteria and how the challenged material fits the criteria. The complainant shall explain his/her reasons for objecting to the selected material. If, at the completion of the meeting, the complainant wishes to make a formal challenge to the selected material, he/she may do so by completing the *Request for Formal Reconsideration Form* and submitting it to the principal's office.

To review the contested media, the principal shall select a committee of five (5) or seven (7) licensed personnel consisting of the principal as chair and at least one media specialist. The remaining committee members shall be personnel with curriculum knowledge appropriate for the material being contested and representative of diverse viewpoints. The task of the committee shall be to determine if the challenged material meets the criteria of selection. No material shall be withdrawn solely for the viewpoints expressed within it and shall be reviewed in its entirety and not selected portions taken out of context.

The principal shall convene a meeting after a reasonable time for the committee members to adequately review the contested material and the *Request for Formal Reconsideration Form* submitted by the complainant. The complainant shall be allowed to present the complaint to the committee after which time the committee shall meet privately to discuss the material. The committee shall vote by secret ballot to determine whether the contested material shall be removed from the media center's collection. A member from the voting majority shall write a summary of the reasons for their decision. A notice of the committee's decision and the summary shall be given (by hand or certified mail) to the complainant.

If the decision is to not remove the material, the complainant may appeal the committee's decision to the district Board of Directors by filing a written appeal to the Superintendent within 5 working days of the committee's decision or of written receipt of the decision. The Superintendent shall present the original complaint and the committee's decision along with the summary of its reasons for its position plus a recommendation of the administration, if so desired, to the Board within 15 days of the committee's decision. The Board shall review the material submitted to them by the Superintendent and make a decision within thirty (30) days of receipt of the information. The Board's decision is final.

Legal Reference: A.C.A. § 6-25-101 et seq.

Date Adopted: 4-15-19

Last Revised:





## 5.8—USE OF COPYRIGHTED MATERIALS

### Use of Copyrighted Work in Face-to-Face Classroom

The Board of Education encourages the enrichment of the instructional program through the proper use of supplementary materials. To help ensure the appropriate use of copyrighted materials, the Superintendent, or designee, will provide district personnel with information regarding the “fair use” doctrine of the U.S. Copyright Code as detailed in the “Agreement on Guidelines for Classroom Copying in Not-for-Profit Educational Institutions with Respect to Books and Periodicals” and “Guidelines for Educational Uses of Music.”<sup>1</sup>

### Use of Copyrighted Works in Digital Transmissions

#### Definitions

“Class session” means the length of time provided for students to access the materials necessary for the completion of course assignments and tests. Depending on the copyrighted work’s overall importance to the course, which can vary from a single assignment to an entire course focusing on the copyrighted work, the class session will end on:

- The date set by the teacher for an assignment to be submitted; or
- The date on the school calendar for the end of classes.

“Course packs” are premade compilations of book excerpts; newspaper, magazine, and journal articles; and instructor-authored materials.

“Mediated Instructional activities” includes textbooks, workbooks, and course packs.

“Transmission” is the remote accessing, whether on or off campus, by students of a copyrighted work by means of a closed circuit television, an educational television channel, or in a digital format on a password protected secure webpage.

The District recognizes that advances in technology have resulted in the need for guidelines for the use of copyrighted materials that are transmitted to students through a digital network. While the requirements to use a copyrighted work in a digital transmission have many similarities to those required to use a copyrighted work in a face-to-face classroom, Federal law places several additional requirements on the District’s teachers, IT staff, and librarians for the use of a digitally transmitted copyrighted work. The District is dedicated to providing the tools necessary for teachers, IT staff, and librarians to meet these additional Federal requirements.

The District shall make sure the server where materials are stored is secured, whether the server is located locally or remotely.

The District’s Informational Technologies staff shall develop the proper protocols and train teachers on their use in order to ensure:

1. The transmission of the copyrighted work is limited to only the students enrolled in the course;
  - Each student shall have a unique ID and password for accessing digital courses/materials; or
  - Each course shall have a unique password to access course materials; and
  - The password to access the course materials shall be changed immediately following the close of the course.



2. To prevent students from retaining or further disseminating the copyrighted work for more than one class session;
  - The print function will be disabled;
  - A transparency shall be placed over any literary work, sheet music, or photograph;
  - Audio and video transmissions will be set to be streamed; and
  - The link to the webpage with a copyrighted work shall be deactivated at the end of the applicable class session.

Teachers who wish to provide copyrighted works to students through a digital transmission as part of a digital course as well as teachers wishing to supplement a face-to-face classroom course with a digital transmission must meet applicable copyright statutes and policy 5.11—DIGITAL LEARNING COURSES as well as the following requirements in order to use a copyrighted work:

- A. The use of the copyrighted work(s), whether in whole or in part, must be a part of regular classroom instruction and must be directly related and of material assistance to the course content;
- B. The extent of a copyrighted work that is used must comply with one or more of the following criteria:
  - The entirety of a non dramatic literary or musical work may be used. A non dramatic literary work includes poems and short stories. A non dramatic musical work covers all music that is not part of an opera or musical and does not cover the use of the music video format of a song.
  - Dramatic literary and musical works as well as videos may only be used in limited portions. Dramatic literary and musical works may only be used in the same amount as set forth in the requirements for a face-to-face classroom while videos, including music videos, may only have the portion used that is directly related to the subject of the class session and may not be transmitted in their entirety.
  - Still images or slides that a teacher would have used in the ordinary course of a face-to-face classroom session on a projector or a transparency may be used in a transmission.
  - Works primarily produced or marketed for use in the digital education market may not be transmitted.
  - Works the teacher had knowledge or reasonably believes to be unlawfully made or acquired may not be used.
  - Mediated Instructional activities may not be transmitted.
- C. A statement that works may be subject to copyright shall be placed in at least one of the following areas to provide notice to students of copyright status:
  - Course syllabus;
  - Home webpage for the course;
  - Webpage for the particular class session; and/or
  - webpage with the copyrighted work.

The teacher and the District librarian shall work together when making digital copies of copyrighted work from physical or analog versions and shall fulfill the following requirements:

- I. The amount converted is only the amount allowed by law; **and**
- II. The District has no digital copy of the copyrighted work available; **or**
- III. The District's digital copy of the copyrighted work that is available has technological protections that prevent the use of the copyrighted work in the manner prescribed by law.

The District will not be responsible for any employee violations of the use of copyrighted materials.



Cross Reference: 5.11—DIGITAL LEARNING COURSES

Legal Reference: 17 USC § 101 to 1010 (Federal Copyright Law of 1976)

Date Adopted:4-15-19

Last Revised:



## 5.9—COMPUTER SOFTWARE COPYRIGHT

The District shall observe copyright laws governing computer software reproduction. Unless specifically allowed by the software purchase agreement, the Copyright Act allows the purchaser of software to:

1. Make one copy of software for archival purposes in case the original is destroyed or damaged through mechanical failure of a computer. However, if the original is sold or given away, the archival copy must be destroyed;
2. Make necessary adaptations to use the program; and/or
3. Add features to the program for specific applications. These improvements may not be sold or given away without the copyright owner's permission.

The District shall abide by applicable licensing agreements before using computer software on local-area or wide-area networks.

Legal Reference: 17 USC § 117 Amended Dec. 12, 1980

Date Adopted:4-15-19

Last Revised:



## 5.10—RELIGION IN THE SCHOOLS

The First Amendment of the Constitution states that “Congress shall make no law respecting the establishment of religion, or prohibiting the free exercise thereof. . .” As the Supreme Court has stated (*Abington School District v. Schempp*, 374 U.S. 203) the Amendment thus, “embraces two concepts—freedom to believe and freedom to act. The first is absolute but, in the nature of things, the second cannot be.” Therefore, it is the Board’s policy that the school system, as an agency of the government, shall be neutral in matters regarding religion and will not engage in any activity that either advocates or disparages religion. The District shall assume no role or responsibility for the religious training of any student.

The need for neutrality does not diminish our school system’s educational responsibility to address the historical role of religion in the development of our culture. Since we live in a diverse society, the District’s goal shall be to address the subject of religion objectively in such a way that it promotes an understanding of, and tolerance for, each other’s religious or non-religious views.

Discussions concerning religious concepts, practices, or disciplines are permissible when presented in a secular context in their relation to an inclusive study of religion or to the study of a particular region or country. The discussions shall be such that they are objective and academically informational and do not advocate nor denigrate any particular form of religious practice

Accommodation will be considered for those portions of instructional activities in the schools that unduly burden a student's sincere religious belief provided such accommodation doesn't amount to a significant change in curriculum, program, or course of instruction and when it is possible that a substitution of equally rigorous material that advances the same instructional goals can be arranged. Parents and students are advised that such accommodations are easier to grant when the objection is to non-state mandated Framework material than if the material is required by the Frameworks.

A student or the student's parent can request the student's teacher accommodate the student's objection based on a religious belief to an instructional activity. Any such request must be made at least 5 school days prior to the assignment's due date. In the event of an appeal, the student will be given additional time to complete the original or alternative assignment, if offered, with no loss of credit or penalty for late work, at the conclusion of the appeal process. Any objection must be raised in accordance with this policy's requirements or it will not be considered.

Upon receiving such a request, the student's teacher shall determine within five (5) work days if an accommodation is possible under the provisions of this policy. If the teacher decides an accommodation cannot be made or if the student or the student's parent believes the accommodation to be unreasonable, the student or the student's parent may request a conference with the teacher and the teacher's principal. A requested conference will occur at a time of mutual convenience, but no later than five (5) working days following the request. The principal shall have five (5) working days in which to make a decision on the appeal. If the student, the student’s parent, or the teacher is unsatisfied with the principal's decision, it may be appealed to the District Superintendent who shall convene a conference between the student, the parent and the teacher. The requested conference will occur at a time of mutual convenience, but no later than five (5) working days following the request. The Superintendent shall have five (5) working days in which to make a decision on the appeal which shall be final with no further right of appeal.





The teacher in charge of each classroom may, at the opening of school each day, conduct a brief period of silence with the participation of all students in the classroom who desire to participate.

Students and employees may engage in personal religious practices, such as prayer, at any time, and shall do so in a manner and at a time so that the educational process is not disrupted.

Legal Reference:       A.C.A. § 6-10-115

Date Adopted:4-15-19

Last Revised:



## 5.11—DIGITAL LEARNING COURSES

### Definitions

For the purposes of this policy:

“Blended Learning” is education in which instruction and content are delivered through supervised instruction in a classroom and online delivery of instruction with some element of student control over time, place, path, or pace.

“Digital Learning” means a digital technology or internet-based educational delivery model that does not rely exclusively on compressed interactive video (CIV). Digital learning includes online and blended learning.

“Instructional Materials” means:

1. Traditional books, textbooks, and trade books in printed and bound form;
2. Activity-oriented programs that may include:
  - a. Manipulatives;
  - b. Hand-held calculators;
  - c. Other hands-on materials; and
3. Technology-based materials that require the use of electronic equipment in order to be used in the learning process.

“Online Learning” is education in which instruction and content are delivered primarily over the Internet. The term does not include print-based correspondence education, broadcast television or radio, videocassettes, compact disks and stand-alone educational software programs that do not have a significant Internet-based instructional component.

“Public School Student Accessing Courses at a Distance” means a student who is scheduled for a full course load through the District and attends all classes virtually.

### Digital Course Offerings

The District shall offer one or more digital learning course(s) through one or more District approved provider(s) as either a primary or supplementary method of instruction. The courses may be in a blended learning, online-based, or other technology-based format and shall be tailored to meet the needs of each student.

All digitally offered courses shall meet or exceed the State Board of Education's curriculum standards and requirements and be capable of being assessed and measured through standardized or local assessments. Additionally, the District shall ensure there is sufficient infrastructure to handle and facilitate a quality digital learning environment.

As an approved digital learning provider, the District shall annually determine what District created digital learning courses it will provide to our students. The District may also choose to provide digital learning courses by contracting with outside providers of such courses, who have been pre-approved by the Division of Elementary and Secondary Education (DESE). The School Board shall determine the provider method or combination of methods for the District. The Superintendent shall ensure that all digital learning courses provided to District students, regardless of the source of the course, have been approved by DESE.



District created digital courses and any digital courses the district purchases from outside providers shall adhere to the guidelines for the use of digitally transmitted copyrighted materials set forth in Policy 5.8—USE OF COPYRIGHTED MATERIALS as well as applicable statutory requirements.

The District shall require all outside providers to incorporate Policy 5.8 as a condition of the service contract. Failure of the outside provider to abide by Policy 5.8 shall constitute a breach of contract and the outside provider shall be responsible for any costs resulting from such breach.

A student may elect to take any or all of his/her scheduled courses digitally. The student's attendance in his/her digital course(s) shall be determined by the online attendance and time the student is working on the course rather than the student's physical presence at school.

The District is responsible for providing all instructional materials for each student who enrolls in a District approved digital learning course.

Regardless of any other provisions of this policy, the District may restrict a student's access to digital courses when the student's building principal determines the student's participation in such a course would not be academically appropriate based on the student's past performance in digital courses. Furthermore, the student's building principal may revoke a student's eligibility to continue taking a digital learning course if the student's performance during the semester indicates the student is not succeeding in the course.

Cross References:       4.7—ABSENCES  
                                  4.45—SMART CORE CURRICULUM AND GRADUATION REQUIREMENTS  
                                  5.8—USE OF COPYRIGHTED MATERIALS

Legal References:       A.C.A. § 6-16-1401 et seq.  
                                  DESE RULES GOVERNING DISTANCE AND DIGITAL LEARNING

Date Adopted:4-15-19  
Last Revised:



## 5.12—COMPUTER SCIENCE INTERNSHIPS AND INDEPENDENT STUDIES

### Internships

The Board of Directors believes that students who intend to begin careers immediately upon high school graduation or intend to complete post-secondary training prior to starting a career can benefit from an internship experience. The desired outcomes of the District's internship program include students advancing computer science skills, sharpening soft-skills, and learning new skills while in a workplace environment. The internship program provides intense, competency-based worksite immersion in advanced computer science concepts while linking the internship participants to current resources, information, and guidance from computing professionals.

Students who wish to participate in the internship program shall submit an application to the High School Principal. In order for a student to be eligible to participate in the internship program, the student must have:

1. Received enough credits to qualify as a junior;
2. Either:
  - Have at least one (1) credit from a Division of Elementary and Secondary Education (DESE) approved computer science course; or
  - Submit computer science work product that satisfactorily demonstrates the competencies expected within the DESE Computer Science Standards to High School Principal; and
3. At least a 3.0 GPA.

The student participating in an internship program is responsible for making sure High School Principal receives documentation authenticated by the student's supervisor of the hours worked by the student, proof of the student having completed projects, and regular evaluations of the student's work by the student's internship supervisor.

A student who completes a computer science internship shall receive credit for the internship as a Computer Science Flex Credit<sup>4</sup> based on the amount of documented on-the-job work hours as follows:

- a. Half (1/2) credit for completing sixty (60) on-the-job work hours; or
- b. One (1) credit for completing one hundred twenty (120) on-the-job work hours.

### Independent Studies

A Computer Science Independent Study Program shall be designed to enrich the student's computer science educational experience. A student who desires to complete an independent study shall:

1. Either:
  - Have at least one (1) credit from a DESE approved computer science course; or
  - Submit computer science work product that satisfactorily demonstrates the competencies expected within the DESE Computer Science Standards to a local advisor<sup>5</sup>;
2. Develop an educational plan that is tied directly to extending the computer science concepts found within:
  - The most current revision of the Arkansas High School Computer Science Standards;
  - College Board AP Computer Science Principles or A; and/or
  - IB Computer Science SL or HL;
3. Submit the study plan to a local advisor<sup>5</sup> for approval;
4. Have at least a 3.5 GPA; and
5. Produce a final product for presentation.



The advisor<sup>5</sup> is responsible for reviewing, monitoring, and approving the student's study plan. The study plan should include anticipated objectives that allow the advisor to evaluate the student's study progress. The student is responsible for submitting regular written reports to the advisor<sup>5</sup> concerning the student's progress towards the student's independent study goals.

The student's hours of study shall be documented by the most appropriate of the following methods:

- Being assigned a class period during the instructional day that is dedicated to the student's independent study;
- Using the District's system to track student time for digital courses if the student's attendance and assignments are through a digital classroom; and
- Using another hour tracking system approved by the district Superintendent that provides for accurate tracking of hours and provides safeguards against improper reporting by the student.

A student who completes a computer science independent study shall receive credit for the independent study as a Computer Science Flex Credit<sup>4</sup> based on the amount of documented study hours as follows:

- a. Half (1/2) credit for completing sixty (60) study hours; or
- b. One (1) credit for completing one hundred twenty (120) study hours.

Legal References:       Arkansas Computer Science Standards for Grades 9-12 Internship Program  
                                  Arkansas Computer Science Standards for Grades 9-12 Independent Study

Date Adopted:4-15-19  
Last Revised:



## **5.13—STUDENT INTERVENTION SERVICES AND SUMMER SCHOOL**

### **School Year Student Intervention Services**

The Gentry School District shall offer intervention programs during the school year to those students in kindergarten through third grade (K-3) not performing at grade level.

Legal References:      A.C.A. § 6-16-704  
                                  A.C.A. § 6-16-705  
                                  A.C.A. § 6-16-706

Date Adopted:  
Last Revised:



## **5.14—HOMEWORK**

Homework is considered to be part of the educational program of the District. Assignments shall be an extension of the teaching/learning experience that promotes the student's educational development. As an extension of the classroom, homework must be planned and organized and should be viewed by the students as purposeful.

Teachers should be aware of the potential problem students may have completing assignments from multiple teachers and vary the amount of homework they give from day to day.

Parents shall be notified of this policy at the beginning of each school year.

Date Adopted:4-15-19

Last Revised:



## 5.15—GRADING

Parents, legal guardians, persons having lawful control of a student, or persons standing in loco parentis shall be kept informed concerning the progress of their student. Parent-teacher conferences are encouraged and may be requested by parents, guardians, persons having lawful control of a student, persons standing in loco parentis, or teachers. If the progress of a student is unsatisfactory in a subject, the teacher shall attempt to schedule a parent-teacher conference. In the conference, the teacher shall explain the reasons for difficulties and shall develop, cooperatively with the parents, a plan for remediation, which may enhance the probability of the student succeeding. The school shall also send timely progress reports and issue grades for each nine (9) week grading period to keep parents/guardians informed of their student's progress.

The evaluation of each student's performance on a regular basis serves to give the parents/guardians, students, and the school necessary information to help effect academic improvement. Students' grades shall reflect only the extent to which a student has achieved the expressed educational objectives of the course.

The grades of a child in foster care shall not be lowered due to an absence from school due to:

1. A change in the child's school enrollment;
2. The child's attendance at a dependency-neglect court proceeding; or
3. The child's attendance at court-ordered counseling or treatment.

The grading scale for all schools in the district shall be as follows:

A = 100 – 90

B = 89 – 80

C = 79 – 70

D = 69 – 60

F = 59 and below

For the purpose of determining grade point averages, the numeric value of each letter grade shall be:

A = 4 points

B = 3 points

C = 2 points

D = 1 point

F = 0 points

The grade point values for Advanced Placement (AP), approved courses for weighted credit, International Baccalaureate (IB), and approved honor courses shall be one (1) point greater than for regular courses with the exception that an F shall still be worth zero (0) points.

The final grades of students who transfer in for part of a semester will be determined by blending the grades earned in the district with those earned outside the district. Each final grade will be the sum of the percentage of days in the grading period transferred from outside the district times the transferred grade from outside the district plus the percentage of days in the grading period while in the district times the grade earned in the district.

For example: The grading period had forty (40) days. A student transferred in with a grade of eighty-three percent (83%) earned in ten (10) days at the previous school. The student had a grade of seventy-five percent (75%) in our district's school earned in the remaining thirty (30) days of the grading period. Ten (10) days is





twenty-five percent (25%) of forty (40) days while thirty (30) days is seventy-five percent (75%) of forty (40) days. Thus the final grade would be  $(0.25 \times 83) + (0.75 \times 75) = 77\%$ .

Legal References:      A.C.A. § 6-15-902  
                                 A.C.A. § 9-28-113(f)  
                                 Standards For Accreditation 5-A.1  
                                 Division of Elementary and Secondary Education Rules Governing Grading and  
                                 Course Credit

Date Adopted: 6-13-20

Last Revised:



**Descriptor Term:**  
GRADING REQUIREMENTS

**Descriptor Code:**  
GAMB

**Issue Date:**  
6-30-92

**Revised**  
7-1-93, 8-15-94  
9-19-94, 3-16-95  
10-21-96, 1-20-97  
5-17-99, 01-20-02  
1-21-03, 5/9/07, 12-17-07  
April 25, 2016  
October 15, 2018 June 13, 2019

A. Number of grades

Teachers are required to have proof of the student's grades; therefore, at least twelve (12) grades, equitably disbursed throughout the grading period, should be assigned each student during a nine-week period. The building principal must approve exceptions to this rule in advance and students must be notified in writing at the beginning of the grading period.

**Examination**

In grades 6-8, the giving of a nine week or semester exams is left to the discretion of the individual teacher. In grades 6-8, if a semester test is not given, the semester grade is an average of the first and second nine-weeks grades.

In grades 9 - 12, a comprehensive exam will be given at the end of each semester. In grades 9 - 12, nine-week grades will count 2/5 each and semester exams will count 1/5 toward the final grade

C. Test Exemption

Students in high school are exempt from the second semester final exam if they have met the following grade requirements.

If a student has an A or B in the second semester, they will be exempt from 2nd Semester Exams.

Students who are suspended to ISS or OSS during the second semester for any reason will not be exempt from any of his/her exams.

D. Grading scale

Each teacher will give marks as to accomplishment and skill in his/her practical field. All courses, except advanced placement, will be graded by the following scale according to Arkansas Code Annotated 6-15-902.

90 - 100 - A	70 - 79 - C	Below 60 - F
80 - 89 - B	60 - 69 - D	Incomplete - I

An incomplete (I) may be given when the student is given an extension of time to complete course requirements. Incomplete grades are the responsibility of the student and the student must make arrangements for completing the work necessary for a permanent grade. An incomplete grade will automatically become an "F" ten (10) school days after the end of the grading period unless the student has received an extension of time from the teacher.

E. Grades K – 5 Electives

Letter grades for K-5 grade electives shall be optional.

F. Grade recording

1. When posting grades, the teacher will record total points earned out of total points possible.



2. At the end of each grading period (nine weeks), the teacher will:
  - a. Put both a percentage and letter grade on the teacher grade sheet; (High School only)
  - b. Put grades on report cards.

Gentry High School Conversion Charter Provisions

The Gentry High School was awarded Conversion Charter status by the Arkansas State Board of Education to become effective July 1, 2016. In such, without regard to the conditions stated in this policy, the conditions and requirements of the Charter shall take precedent regarding Grading Requirements.

**Standards Based Grading**

If standards based grading and/or standards based report card is used there will be no letter grades given. The focus will be on mastery.

For example:

Needs Improvement 1

Developing 2

Mastered 3



**5.16—Removed**

**5.17—Removed**



## **5.18—HEALTH SERVICES**

The Board believes that healthy children promote a better learning environment, are more capable of high student achievement, and will result in healthier, more productive adults. Therefore, the goal of the District's health services is to promote a healthy student body. This requires both the education of students concerning healthy behaviors, as well as providing health care services to pupils.

While the school nurse is under the supervision of the school principal, the delegation of health care duties shall be in accordance with the Arkansas Nurse Practice Act and the Arkansas State Board of Nursing Rules Chapter Five: Delegation of Nursing Care.

Date Adopted:4-15-19

Last Revised:



**5.19– Policy Deleted –**



## 5.20—DISTRICT WEBSITE

The Gentry School District shall maintain a web page to provide information about its schools, students, and activities to the community. This policy is adopted to promote continuity between the different pages on the district website by establishing guidelines for their construction and operation.

The Gentry School District website shall be used for educational purposes only. It shall not create either a public or a limited public forum. Any link from any page on the District's site may only be to another educational site. The website shall not use "cookies" to collect or retain identifying information about visitors to its website nor shall any such information be given to "third parties." Any data collected shall be used solely for the purpose of monitoring site activity to help the district improve the usefulness of the site to its visitors.

Each school's web page shall be under the supervision of the school's Web Master and the District's website shall be under the supervision of the District's Web Master. They shall have the responsibility for ensuring that web pages meet appropriate levels of academic standards and are in compliance with these guidelines and any additional administrative regulations. To this end, the District and School Web Masters shall have the authority to review and edit any proposed changes to web pages to ensure their compliance with this policy. All such editing shall be viewpoint neutral.

District and school web pages shall also conform to the following guidelines:

- H. All pages on the District's website may contain advertising and links only to educational sources.
- I. The District's home page shall contain links to existing individual school's web pages and the school home pages shall link back to the District's home page. The District's home page may also include links to educational extracurricular organization's web pages, which shall also link back to the District's home page.
- J. Photos along with the student's name shall only be posted on web pages after receiving written permission from the student's parents or the student if the student is over the age of eighteen (18).
- K. The District's web server shall host the Gentry District's website.
- L. No web page on the District website may contain public message boards or chat rooms.
- M. All web pages on the District website shall be constructed to download in a reasonable length of time.
- N. The District's home page shall contain a link to a privacy policy notice, which must be placed in a clear and prominent place and manner.<sup>5</sup>
- O. With the exception of students who may retain the copyright of material they have created that is displayed on a District web page, all materials displayed on the District web site are owned by School District.
- P. The District shall include the following information on its website through a link located on the District's homepage titled "State Required Information":
  - a. Local and state revenue sources;
  - b. Administrator and teacher salary and benefit expenditure data;
  - c. District balances, including legal balances and building fund balances;
  - d. Minutes of regular and special meetings of the school board;
  - e. The district's budget for the ensuing year;
  - f. A financial breakdown of monthly expenditures of the district;
  - g. The salary schedule for all employees including extended contract and supplementary pay amounts;
  - h. Current contract information (not including social security numbers, telephone numbers, personal addresses or signatures) for all district employees;
  - i. The district's annual budget;



- j. The annual statistical report of the district;
- k. The district's personnel policies;
- l. The annual School Performance Report;
- m. School-Level Improvement Plans;
- n. The School District Support Plan;
- o. Student discipline policies;
- p. Comprehensive School Counseling Plan;
- q. The District financial policies;
- r. Student handbooks;
- s. The Annual Report to the Public;
- t. The parent, family, and community engagement plan;
- u. The Immunization waiver report from Policy 4.57—IMMUNIZATIONS;
- v. School District Calendar;
- w. List of statutory, rule, or Standards for Accreditation waivers the District has received under A.C.A. § 6-15-103;

The information and data required for items A through K in 9 above shall be the actual data for the previous two (2) school-years and the projected data for the current school-year.

Before July 15 of each year, the District shall post on its website the following information:

- The dyslexia intervention programs used during the previous school year that were specifically responsive to assisting students with dyslexia;
- The number of students during the previous school year who received dyslexia intervention; and
- The total number of students identified with dyslexia during the previous school year.

The District shall include the following information on its website that may be accessed through a link located on the District's homepage titled "Title IX/Sex Discrimination":

- Contact information for the District's Title IX Coordinator;
- A statement that any person may report sex discrimination, including sexual harassment, to the Title IX Coordinator in person or by using the mailing address, telephone number, or email address provided. A report may be made at any time, including during non-business hours, and may be on the individual's own behalf or on behalf of another individual who is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment;
- Copies of the District's sexual harassment policies;
- Copies of the District's Procedures governing the grievance and appeal process;
- The process for filing a formal complaint of sexual harassment; and
- Direct links to or copies of the materials used to train the District's Title IX Coordinators, investigators, and decision-makers.

The District and school webmasters are responsible for ensuring all District webpages meet required standards to be accessible to individuals with disabilities.

Cross References:      3.26—LICENSED PERSONNEL SEXUAL HARASSMENT  
                                  4.27—STUDENT SEXUAL HARASSMENT  
                                  4.57—IMMUNIZATIONS  
                                  5.2—PLANNING FOR EDUCATIONAL IMPROVEMENT

Gentry Public School District Board Policies  
 Effective As Of July 1, 2020



The mission of the Gentry School District is to work with the community in providing safe and successful experiences for each student.





## 8.20—CLASSIFIED PERSONNEL SEXUAL HARASSMENT

### Legal References:

A.C.A. § 6-11-129  
A.C.A. § 6-15-1402  
A.C.A. § 6-15-2006  
A.C.A. § 6-15-2101  
A.C.A. § 6-15-2914  
A.C.A. § 6-18-702  
A.C.A. § 6-18-2001 et seq.  
A.C.A. § 6-41-606  
A.C.A. § 6-41-611  
DESE Rules Governing How to Meet the Needs of Children With Dyslexia  
DESE Rules Governing the Arkansas Educational Support and Accountability Act  
DESE Rules Governing Act 1240 Waivers  
DESE Rules Governing Documents Posted to School District and Education Service  
Cooperative Websites  
Standards For Accreditation 12.02.1, 1-B.2, 2-B.1, 2-H.2, 3-A.1, 3-A.2, 3-A.9, 3-B.1,  
3-B.2.1, 5-A.1  
20 U.S.C. § 1232 g  
15 U.S.C. § 6501 (COPPA)  
34 C.F.R. § 106.8  
34 C.F.R. § 106.45

Date Adopted:4-15-19

Last Revised:



## 5.20 F1—PERMISSION TO DISPLAY PHOTO OF STUDENT ON WEB SITE

I hereby grant permission to the Gentry School District to display the photograph or video clip of me/my student (if student is under the age of eighteen {18}) on the District's web site, including any page on the site, or in other District publications without further notice. I also grant the Gentry School District the right to edit the photograph or video clip at its discretion.

The student's name may be used in conjunction with the photograph or video clip. It is understood, however, that once the photograph or video clip is displayed on a web site, the District has no control over how the photograph or video clip is used or misused by persons with computers accessing the District's web site.

---

Name of student (Printed)

---

Signature of student (only necessary if student is over 18)

---

Signature of parent (required if student is under 18)

---

Date



## 5.20.1—WEBSITE PRIVACY POLICY\*

The Gentry School District operates and maintains a website for the purpose of informing the citizens of the district about its activities. The website does not use “cookies” or ISP addresses to collect or retain personally identifying information about visitors to its website nor is any such information given to “third parties.” Any data collected is used solely for the purpose of monitoring site activity to help the district improve the usefulness of the site to its visitors.

The site serves no commercial purpose and does not collect any information from individuals for such purpose.

Photographs of students, when associated with the student’s name, shall not be displayed on any page of the district’s website without the prior written consent of the parent (or the student if 18 or older).

Legal Reference: 15 U.S.C. § 6501 (COPPA)

Date Adopted:4-15-19

Last Revised:



**5.21—Removed**

**5.22—Removed**

**Gentry Public School District Board Policies  
Effective As Of July 1, 2020**



The mission of the Gentry School District is to work with the community in providing safe and successful experiences for each student.



## 5.23—EQUIVALENCE BETWEEN SCHOOLS #1\*

The Gentry School District is committed to providing a quality education for all students in each of the district's schools. The equitable distribution of district resources is one means the district shall use to ensure all of its students receive a quality education. The Board directs that services in Title I schools, when taken as a whole, be at least comparable to services in schools that are not receiving Title I funds. Curriculum materials, instructional supplies, and the percentages of qualified personnel shall be equivalent between all schools in the district when compared on a *school-by-school basis*. Specifically, the goal of the district is to have its students given an equitable opportunity to learn regardless of the school they attend within the district.

The Board understands that the equivalence between schools shall not be measured by such things as:

1. Changes in enrollment after the start of the school year;
2. Varying costs associated with providing services to children with disabilities,
3. Unexpected changes in personnel assignments occurring after the beginning of the school year;
4. Expenditures on language instruction education programs and;
5. Other expenditures from supplemental State or local funds consistent with the intent of Title I.

Legal Reference: 20 USC § 6321(a),(b), and (c)

Date Adopted:4-15-19

Last Revised:



## 5.24—STUDENT PARTICIPATION IN SURVEYS

Section One: No student shall be required to submit to a survey, analysis, or evaluation which is administered or distributed by a school, and is funded in whole or in part by any program administered by the U.S. Department of Education without the prior written consent of the parent/guardian that reveals information concerning the following:

1. Political affiliations;
2. Mental and psychological problems potentially embarrassing to the student or his/her family;
3. Sex behavior and attitudes;
4. Illegal, anti-social, self-incriminating, and demeaning behavior;
5. Critical appraisals of other individuals with whom respondents have close family relationships;
6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
7. Religious practices, affiliations, or beliefs of the student or student's parent; or
8. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

Section Two: No surveys shall be administered without the prior approval of the school principal. Any survey created by a third party, or funded, in whole or in part, as part of any US Department of Education administered program, containing one or more of the eight categories listed above shall be available to be inspected by a student's parent/guardian before the survey is administered or distributed by a school to a student. Parents/guardians shall have the right to deny permission for their child to participate in the taking of the survey. The school shall not penalize students whose parents/guardians exercise this option. The school shall take reasonable precautions to protect students' privacy during their participation in the administration of any survey, analysis, or evaluation containing one or more of the eight categories listed above.

Section Three: Parents or guardians wishing to inspect a survey, analysis, or evaluation shall be able to do so in the administrative office of the administering school where the surveys shall be available for inspection for a period of ten (10)\* days (regular school days when school is in session) after the notice of intent to administer the survey is sent. Included in the notice shall be information regarding how the survey or questionnaire will be administered; how it will be utilized; and the persons or entities that will have access to the results of the completed survey or questionnaire. Parents may refuse to allow their student to participate before or after reviewing the survey or questionnaire.

The requirements of sections one, two, and three of this policy do not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (IDEA).

Section Four: Prior written parental permission is required before any survey or questionnaire (not including tests mandated by state or Federal law or regulation and standardized scholastic achievement tests) is administered to a student the responses to which are to be provided to a person or entity other than another public school, school district, or any branch of the Federal Government and which requests or requires a student to provide any of the eight (8) categories of information listed above and/or the following;

1. A student's name;
2. The name of the student's parent or member of the student's family;
3. The address, telephone number, or email address of a student or a member of a student's family;
4. A personal identification number, such as a social security number, driver's license number, or student identification number of a student or a member of the student's family;



5. Any information, the disclosure of which is regulated, or prohibited by any other state or federal law or regulation.

The rights provided to parents under this policy transfer to the student when he/she turns 18 years old.

Legal References: 20 USC § 1232h (a), (b), (c) [NCLB Act of 2001, Part F, Section 1061 (c) (1)(A)(i)(ii)(B), (2)(A)(i)(ii)(B)(C)(ii), (5)(A)(ii)(B), (6)(C)(F)(G)]  
A.C.A. § 6-18-1301 et seq.

Date Adopted:4-15-19

Last Revised:



**5.24F1—OBJECTION TO PARTICIPATION IN SURVEYS, ANALYSIS, OR EVALUATIONS**

I, the undersigned, being a parent or guardian of a student, or a student eighteen (18) years of age or older, hereby note my objection to participation by the student named below in the following survey, analysis, or evaluation.

I choose not to have my student participate in the following survey, analysis, or evaluation.

Name of specific survey \_\_\_\_\_

\_\_\_\_ All surveys

\_\_\_\_\_  
Name of student (Printed)

\_\_\_\_\_  
Signature of parent (or student, if 18 or older)

\_\_\_\_\_  
Date form was filed (To be filled in by office personnel)





**5.24F2—PERMISSION TO PARTICIPATE IN A SURVEY, ANALYSIS, OR EVALUATION**

I, the undersigned, being a parent or guardian of a student, or a student eighteen (18) years of age or older, hereby grant my permission for the student named below to participate in the following survey, analysis, or evaluation.

Name of survey \_\_\_\_\_

\_\_\_\_\_  
Name of student (Printed)

\_\_\_\_\_  
Signature of parent (or student, if 18 or older)

\_\_\_\_\_  
Date form was filed (To be filled in by office personnel)



## 5.25—MARKETING OF PERSONAL INFORMATION

The Gentry School District shall not collect, disclose, or use personal information for the purpose of marketing or for selling that information or to otherwise provide that information to others for that purpose.

Personal information is defined, **for the purposes of this policy only**, as individually identifiable information including:

1. A student or parent's first and last name,
2. A home or other physical address (including street name and the name of the city or town),
3. Telephone number, and
4. Social security identification number.

The district may collect, disclose, or use personal information that is collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions such as the following:

- c. College or other postsecondary education recruitment, or military recruitment;
- d. Book clubs, magazines, and programs providing access to low cost literary products;
- e. Curriculum and instructional materials used by elementary schools and secondary schools;
- f. Tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments;
- g. The sale by students of products or services to raise funds for school related or education related activities; and
- h. Student recognition programs.

Legal Reference: 20 USC § 1232h(c)

Date Adopted:4-15-19

Last Revised:



## 5.26—ALTERNATIVE LEARNING ENVIRONMENTS

The District shall provide an eligible alternative learning environment (ALE) for each eligible ALE student enrolled in a District school. The ALE shall be part of an intervention program designed to provide guidance, counseling, and academic support to students who are experiencing emotional, social, or academic problems. Placement of a student in an ALE shall not be punitive in nature.

The superintendent or designee shall appoint an Alternative Education Placement Team which shall have the responsibility of determining student placement in the ALE. A student may be enrolled in an ALE only on the referral of the Alternative Education Placement Team. The team's placement decision is final and may not be appealed.

The team is to be comprised of the following:

- a school counselor from the referring school;
- the ALE administrator and/or ALE teacher;
- the building principal or assistant principal from the referring school;
- a parent, legal guardian, person having lawful control of the student, or person standing in loco parentis (if they choose to participate);
  - The District shall document its efforts to contact the student's parent, legal guardian, person having lawful control of the student, or person standing in loco parentis to schedule a meeting or a phone call for a placement meeting at the convenience of the parent, legal guardian, person having lawful control of the student, or person standing in loco parentis, and maintain such documentation in the student's Student Action Plan (SAP).
- LEA special education/504 representative (if applicable);
- at least one (1) of the student's regular classroom teacher(s); and
- if the District so chooses, the student.

Students who are placed in the ALE shall exhibit at least two (2) of the characteristics from items a through l below:

- a. Disruptive behavior;
- b. Dropping out from school;
- c. Personal or family problems or situations;
- d. Recurring absenteeism;

For the purposes of the ALE, personal or family problems or situations are conditions that negatively affect the student's academic and social progress. These may include, but are not limited to:

- e. Ongoing, persistent lack of attaining proficiency levels in literacy and mathematics
- f. Abuse: physical, mental, or sexual;
- g. Frequent relocation of residency;
- h. Homelessness;
- i. Inadequate emotional support;
- j. Mental/physical health problems;
- k. Pregnancy; or
- l. Single parenting.

No later than five (5) school days after a student begins alternative education interventions, the Alternative Education Placement Team shall develop a signed agreement between the ALE; the parent, legal guardian,



person having lawful control of the student, or person standing in loco parentis (if they choose to participate); and the student, outlining the responsibility of the ALE; parent, legal guardian, person having lawful control of the student, or person standing in loco parentis; and the student to provide assurance that the plan for each student is successful.

No later than one (1) week after a student begins alternative education interventions, the Alternative Education Placement Team shall assess the student's current functioning abilities and all relevant social, emotional, academic, career, and behavioral information and develop an SAP outlining the intervention services to be provided to the student that is in compliance with the Division of Elementary and Secondary Education (DESE) Rules. The SAP may be revised from time to time by the ALE placement team and a positive behavior or transitional plan shall be developed and added to the SAP prior to a student's return to the regular educational environment.

The district's ALE program shall follow class size, staffing, curriculum, and expenditure requirements identified in the DESE Rules.

Legal References:       A.C.A. § 6-20-2305(b)(2)  
                                  A.C.A. § 6-48-101 et seq.  
                                  DESE Rules Governing Student Special Needs Funding – 3.01, 4.00, and 8.0  
                                  DESE Rules Governing Student Discipline and School Safety

Date Adopted:4-15-19  
Last Revised:



## **5.26.1—ALE PROGRAM EVALUATION**

The ALE program shall be evaluated at least annually to determine its overall effectiveness. The evaluation shall specifically address how the use of ALE funds is in alignment with the district's school district support plan in addressing identified achievement gaps and student performance deficiencies.

Legal Reference:       A.C.A. § 6-15-2914

Date Adopted:4-15-19

Last Revised:



## 5.27—ENGLISH LANGUAGE LEARNERS

The district shall utilize the special needs funding it receives for identified English Language Learners (ELL) on activities, and materials listed in the DESE Rules Governing of Student Special Needs Funding.

The expenditures of ELL supplemental funding shall be evaluated at least annually to determine their overall effectiveness. The evaluation shall specifically address how the use of ELL funds is in alignment with the district's school district support plan in addressing identified achievement gaps and student performance deficiencies.

Legal References:       A.C.A. § 6-15-2914  
                              A.C.A. § 6-20-2305(b)(3)  
                              DESE Rules Governing Student Special Needs Funding – 3.09, 5.00, and 8.00  
                              Standards For Accreditation 2-J.2

Date Adopted:4-15-19  
Last Revised:5/17/2021



## **5.28—ENHANCED STUDENT ACHIEVEMENT FUNDING EXPENDITURES**

Funding received from the state based on the number of students eligible for free and reduced-priced meals under the National Student Lunch Act shall be expended in accordance with guidelines outlined in the Division of Elementary and Secondary Education Rules Governing of Student Special Needs Funding

The district shall at least annually evaluate programs supported by Enhanced Student Achievement funds to determine the effectiveness of the programs and to ensure they are providing intervention/prevention services designed to increase student achievement that are in alignment with the district's school district support plan.

Legal References:       A.C.A. § 6-15-2914  
                                  A.C.A. § 6-20-2305(b)(4)  
                                  DESE Rules Governing Student Special Needs Funding 3.12, 3.17, 3.18, 6.00, and  
                                  8.00

Date Adopted:4-15-19  
Last Revised:5/17/2021



## 5.29—WELLNESS POLICY

The health and physical well-being of students directly affects their ability to learn. Childhood obesity increases the incidence of adult diseases occurring in children and adolescents such as heart disease, high blood pressure and diabetes. The increased risk carries forward into their adulthood. Research indicates that a healthy diet and regular physical activity can help prevent obesity and the diseases resulting from it. It is understood that the eating habits and exercise patterns of students cannot be magically changed overnight, but at the same time, the Board of Directors believes it is necessary to strive to create a culture in our schools that consistently promotes good nutrition and physical activity.

The problem of obesity and inactivity is a public health issue. The Board of Directors is keenly aware that it has taken years for this problem to reach its present level and will similarly take years to correct. The responsibility for addressing the problem lies not only with the schools and the Division of Elementary and Secondary Education (DESE), but with the community and its residents, organizations and agencies. Therefore, the District shall enlist the support of the larger community to find solutions that improve the health and physical activity of our students.

### Wellness Committee

To enhance the district's efforts to improve the health of our students, a School Nutrition and Physical Activity Advisory Committee (SNPAAC) shall be formed. It shall be structured in a way to ensure age-appropriate recommendations are made that correlate to the District's grade configurations. The SNPAAC shall have the powers and responsibilities delegated to it by statute and Rule and are incorporated into this policy by reference. The overarching goal of the committee shall be to promote student wellness by monitoring how well the District is doing at implementing this policy. The SNPAAC shall use modules 1, 2, 3, 4, 10, and 11 of the Centers For Disease Control' (CDC) School Health Index as a basis for annually assessing each school's progress toward meeting the requirements of this policy. The results of the annual assessment shall be included in the school district's support plan (SDSP), provided to each school's principal, and reported to the board. Goals and objectives for nutrition and physical activity shall also be included in the SDSP.

The SNPAAC shall be made up of Individuals from the following groups to the extent interested persons from each group desire to be included in the development, implementation, and periodic review of the District's wellness policy:

- Members of the District's Board of Directors;
- School administrators;
- School nutrition personnel;
- Teacher organizations;
- Teachers of physical education;
- Parents;
- Students;
- Professional groups (such as nurses);
- School health professionals (such as school nurses, school counselors, and social workers); and
- Community members.

The SNPAAC shall provide written recommendations to the District's Child Nutrition Director concerning menus and other foods sold in the school cafeteria. Such recommendations shall be based, at least in part, on the information the Committee receives from the District on the requirements and standards of the National School





Lunch Program and from menus for the National School Lunch Program and other food sold in the school cafeteria on a quarterly basis.

The SNPAAC will meet at least quarterly. Meeting dates for the SNPAAC will be placed on the District's calendar.

### **School Health Coordinator**

To assist the SNPAAC in ensuring that the District fulfills the requirements of this policy, a District level School Health Coordinator (Designated District Official) shall be appointed. In addition, a school level School Health Coordinator shall be appointed who shall be responsible for assisting the District level School Health Coordinator in ensuring that each school fulfills the requirements of this policy.

### **Goals**

In its efforts to improve the school nutrition environment, promote student health, and reduce childhood obesity, the District will adhere to the DESE Rules Governing Nutrition and Physical Activity Standards And Body Mass Index For Age Assessment Protocols. To promote nutrition, physical activity, and other school based activities that will improve student wellness, the District, working with the SNPAAC, has established the following goals:

1. Implement a grade appropriate nutrition education program that will develop an awareness of and appreciation for nutrition and physical activity throughout the curriculum;
2. Enforce existing physical education requirements and engage students in healthy levels of vigorous physical activity;
3. Strive to improve the quality of physical education curricula and increase the training of physical education teachers;
4. Follow the Arkansas Physical Education and Health Education Frameworks in grades K-12;
5. Not use food or beverages as rewards for academic, classroom, or sports performances;
6. Establish class schedules and bus routes that do not directly or indirectly restrict meal access;
7. Provide students with ample time to eat their meals in pleasant cafeteria and dining areas;
8. Abide by the current allowable food and beverage portion standards;
9. Meet or exceed the more stringent of Arkansas' or the U.S. Department of Agriculture's (USDA) Nutrition Standards for reimbursable meals and a la' carte foods served in the cafeteria;
10. Restrict access to competitive foods as required by law and Rule;
11. Conform new and/or renewed vending contracts to the content restrictions contained in the Rules and reduce district dependence on profits from the sale of competitive foods.
12. Provide professional development to all district staff on the topics of nutrition and/or physical activity;
13. Utilize the School Health Index available from the CDC to assess how well the district is doing at implementing this wellness policy and at promoting a healthy environment for its students.

### **Food and Beverages Outside of the District's Food Service Programs**

The District will insure that drinking water is available without charge to all students throughout the school including, but not limited to, in the District's food service areas.

All food and beverages sold to students on school campus during the school day by school administrators or school non-licensed or licensed staff (principals, coaches, teachers, club sponsors, etc.); students or student groups; parents or parent groups; or another person, company, or organization associated with the school shall meet the Federal Smart Snacks requirements and Arkansas Nutrition Standards at a minimum. These



restrictions include, but are not limited to, food and beverages sold in vending venues (machines, ice chests, cabinets) in school stores or as part of school fundraisers.

All food and beverages provided, but not sold, to students on the school campus during the school day by school administrators or school non-licensed or licensed staff (principals, coaches, teachers, club sponsors, etc.); students or student groups; parents or parent groups; or another person, company, or organization associated with the school shall meet the Federal Smart Snacks requirements and Arkansas Nutrition Standards at a minimum.<sup>9</sup> These restrictions include, but are not limited to, food and beverages provided in vending venues (machines, ice chests, cabinets) in school stores or as part of school fundraisers.

Up to a maximum of five (5) times per school year, school administration may schedule school wide events where food and beverages provided to students are not required to meet the Federal Smart Snacks standards during the scheduled time. The schedule of the events shall be by school, approved by the principal, and shall be part of the annual school calendar.

Food and beverages outside of the District's food service programs may not be sold, served, or provided to students in the District's food service areas during meal times.

Elementary students shall not have in-school access to vending machines.

The District does not place nutrition restrictions on food or beverages brought from home that are intended for personal consumption only.

### **Advertising**

In accordance with the USDA regulations, oral, written, or graphic statements made for the purpose of promoting the sale of a food or beverage product that are made by the producer, manufacturer, seller, or any other entity with a commercial interest in the product shall only be permitted on school campus during the school day if they meet or exceed the Federal Smart Snacks standards. This restriction does not apply to:

- Materials used for educational purposes in the classroom, including, but not limited to:
  - The use of advertisements as a media education tool; or
  - Designing and implementing the health or nutrition curriculum;
- Clothing, apparel, or other personal items used by students and staff;
- The packaging of products brought from home for personal consumption; and
- Currently existing advertisements on school property, including but not limited to, the exterior of vending machines, posters, menu boards, coolers, trash cans, cups used for beverage dispensing, and other food service equipment; however, all future contracts and replacement items shall meet the Federal Smart Snacks standards.

### **Community Engagement**

The District will work with the SNPAAC to:

- a. Encourage participation in extracurricular programs that support physical activity, such as walk-to-school programs, biking clubs, after-school walking etc.;
- b. Encourage the implementation of developmentally appropriate physical activity in after-school childcare programs for participating children;
- c. Promote the reduction of time youth spend engaged in sedentary activities such as watching television and playing video games; and



- d. Encourage the development of and participation in family-oriented community-based physical activity programs.

The District will annually inform the public:

- Of the web address where the policy is located;
- Of any changes made to this policy since the previous year;
- Of the health and wellness priority goals in the District's SDSP;
- That a printed copy of the policy may be picked up at the District's central office; and
- The amounts and specific sources of funds received and expenditures made from competitive food and beverage contracts.

### **Assessment of District's Wellness Policy**

At least once every three years, with input from the SNPACC, the District shall assess both the District as a whole and individual schools' status in regards to the implementation and compliance of the goals of this policy, including the health and wellness goals in the District's SDSP. The assessment shall be based, at least in part, on:

- The extent to which District schools are in compliance with this policy;
- The extent to which this policy compares to other model local school wellness policies;
- The annual reviews of this policy based on modules 1, 2, 3, 4, 10, and 11 of the CDC's School Health Index; and
- A description of the progress made in attaining the goals of this policy.

On the years the assessment occurs, the assessment results shall be reported to the public, including parents, students, and other members of the community as part of the District's annual report to the public.

The District will update the wellness policy based on the results from the three (3) year assessment.

### **District Website**

The District will place on its website:

- The name, District phone number, and District email address for the District Level School Health Coordinator;
- The names, district phone numbers, and district email addresses for the School Level School Health Coordinators;
- The names of the members of the SNPAAC;
- Meeting dates for the SNPAAC;
- Information on how community members may get involved with the SNPAAC;
- A copy of this policy;
- A copy of the annual review of this policy based on modules 1, 2, 3, 4, 10, and 11 of the CDC's School Health Index; and
- A copy of the most recent three (3) year assessment of this policy.

Additional information on requirements and suggestions for local wellness policies are available from the USDA at <http://healthymeals.nal.usda.gov/school-wellness-resources>. Commissioner's Memos CNU-17-010, CNU-17-013, and CNU-17-016 have several additional resources.

8.01.2 of the DESE Rules Governing Nutrition and Physical Activity Standards And Body Mass Index allows a school to serve or provide to students during the school day, outside of the meal period, a



serving of food and beverages that complies with the Federal Smart Snacks requirements as demonstrated by using the Alliance for a Healthier Generation Smart Snacks Calculator, including a copy of the Smart Snacks Calculator product compliance screen and a copy of the nutrition fact label of the product. This is a local control issue and does not have to be included in the policy, but you should be aware that it is an option and is on the DESE Wellness Policy Review Checklist.

As part of the Federal review, districts will be required to provide records demonstrating compliance with the regulations that include, but are not limited to:

- A copy of the wellness policy;
- Documentation demonstrating compliance with community involvement requirements, including requirements to make the local school wellness policy and triennial assessments available to the public, which may include, but are not limited to: a copy of the district/school Web page where the local school wellness policy has been posted or a copy of the school newsletter/local newspaper;
- Documentation of the three (3) year assessment for each school; and
- Documentation to demonstrate compliance with the public notification requirements.

Legal References: Richard B. Russell National School Lunch Act 42 U.S.C. § 1751 et seq. as amended by PL 111-296 (Section 204) of 2010. (Section 204 is codified at 42 U.S.C. § 1758(b))  
Child Nutrition Act of 1966 42 U.S.C. § 1771 et seq.  
7 C.F.R. § 210.18  
7 C.F.R. § 210.31  
A.C.A. § 6-20-709  
A.C.A. §§ 20-7-133, 134, and 135  
DESE Rules Governing Nutrition and Physical Activity Standards And Body Mass Index For Age Assessment Protocols  
Allowable Competitive Foods/Beverages - Maximum Portion Size List for Middle, Junior High, and High School  
Commissioner’s Memo CNU-17-010  
Commissioner’s Memo CNU-17-013  
Commissioner’s Memo CNU-17-016  
Nutrition Standards for Arkansas Public Schools

Date Adopted:4-15-19

Last Revised:



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# **SCHOOL, HOME, AND COMMUNITY RELATIONS**

## 6.1—COMMUNICATION GOALS

The single most significant factor in student achievement is the teacher. The teacher’s effectiveness is greatly enhanced when supported by the school community as a whole, the student’s home, and the community at large. The Arkansas General Assembly and the Division of Elementary and Secondary Education have demonstrated their understanding of the importance of involving such groups by repeatedly mandating their inclusion in the educational system and process. Communication with staff, parents, grandparents, legal guardians, business, and community members is fundamental to increasing their concern for, and involvement in, raising student achievement.

Communication should be two-way between the District and the public. The communications program shall strive to:

1. Increase mutual understanding, trust, and support between the District and parents, business, and the community as a whole;
2. Keep District staff regularly informed of upcoming District programs and events as well as noteworthy staff and student accomplishments to enable all the staff to help promote positive public relations;
3. Create and disseminate brochures, flyers, and fact sheets that will help parents and community members better understand school policies and procedures and acquaint them with areas where their volunteer services are most needed;
4. Inform legislators of the accomplishments of the District’s students and staff, as well as how proposed legislation could affect the district;
5. Maintain good relations with the news media and provide the media with pertinent news releases; and
6. Increase the participation of parents, grandparents, legal guardians, business, and community members in school activities and programs.

The Board will appoint committees, when appropriate, to help the District examine issues facing it. Such committees may include members of the public, students, parents, and school employees, as well as members of the Board. Members may serve until the committee makes its non-binding recommendations to the Board.

Any committee, which includes among its members a member of the School Board, shall operate according to the requirements of the Arkansas Freedom of Information Act.

The District’s Board of Directors shall hold a meeting by October 15 of each year to provide a report that systematically explains the District’s policies, programs, and goals to the community. The District’s report shall detail the progress of the District and the District’s schools toward accomplishing program goals, accreditation standards, and proposals to correct any deficiencies. The report shall be made available to the public, including by posting a copy on the District’s website under State-Required Information no later than ten (10) days following the meeting. The meeting shall provide parents and other members of the community the opportunity to ask questions and make suggestions concerning the District’s program.

Legal References: A.C.A. § 6-15-1005(c), (f)(1)(2), A.C.A. § 6-16-603 (a) (3), A.C.A. § 6-18-2003, A.C.A. § 25-19-106, Standards for Accreditation 3-B.1, 3-B.2, 3-B.2.1, 5-A.1  
Division of Elementary and Secondary Education Rules Governing Gifted and Talented Program Approval Standards 4.0; 10.03

Date Adopted: 7.1.20

Last Revised:

## **6.2—RELATIONS WITH SCHOOL SUPPORT ORGANIZATIONS**

The Board recognizes and values the many contributions support organizations make to the District's schools. Parent/teacher organizations and booster clubs work to augment and strengthen the District's educational and extracurricular objectives through the goods and services they provide.

Groups wishing to be recognized as a support organization must have open membership and have their by-laws approved by the school principal, the Superintendent, and the Board. School personnel shall assist approved booster organizations in their efforts to the extent practicable. Meetings of such organizations, cleared through the principal, shall not be subject to school use fees. School staff members are encouraged to attend and participate.

Fund-raising activities are to be approved in advance by the principal or his/her designee. Prior to the donation of equipment and/or supplies to the school, the organization should seek the advice of the principal to help ensure the compatibility of the donation with present school equipment. All equipment donated to the District becomes the property of the District.

Date Adopted:7.1.20

Last Revised:



### **6.3—PUBLIC GIFTS AND DONATIONS TO THE SCHOOLS**

The District and the Board of Education may receive monetary gifts or donations of goods or services that serve to improve or enhance the goals of the District. Any gifts to the District become the property of the District and are subject to the same regulations as any other District owned property.

It is a breach of ethical standards and a violation of Arkansas law for any Board member, administrator, or District employee to receive a gift of any kind in return for employment with the District or to influence the award of any contract or transaction with the District. All personnel shall examine the “reasonableness” of any gift or donation against its potential for real or perceived violation of the aforementioned ethical standards before accepting any gift or donation in the name of a school or the District.

The Board reserves the right to not accept any gift or donation that would not contribute to the attainment of District goals or that would obligate the District to unacceptable outlays of District resources. The administration shall present for Board consideration and approval any gifts or donations the administration deems could so obligate the District.

The Board will strive to honor the donor’s intent regarding gifts earmarked for a specific purpose; however, laws and District’s needs change with time and the District reserves the right to adjust the use of any gift to meet current needs of the educational program.

The Board authorizes the superintendent, or the superintendent’s designee, to act as the District’s official representative for all school-affiliated online fund raisers.

Legal References:       A.C.A. § 6-24-110  
                                  A.C.A. § 6-24-112

Date Adopted:7.1.20  
Last Revised:

## 6.4—VOLUNTEERS

Enlisting the support of volunteers is a way the District can expand the scope of resources and knowledge available to enrich the students' educational experiences, while strengthening the relationship between the school and the community. Volunteers can also perform non-instructional tasks that allow licensed personnel more time to devote to instruction.

The Superintendent shall be responsible for establishing and maintaining a program to coordinate the services volunteers are willing and able to contribute with the needs of District personnel. The program shall establish guidelines to ensure volunteers are aware of pertinent District policies and rules. Volunteers who violate school policies or rules, or knowingly allow students to violate school rules, may be asked to leave the school campus. The guidelines should also include provision for evaluation of the volunteer program and a method for soliciting suggestions from both the volunteers and staff for its improvement.

All volunteers who intend to act as head coaches or assistant coaches must:

1. Be at least twenty-two (22) years of age; and
2. Meet the requirements adopted by the Arkansas Activities Association (AAA) to volunteer for any athletics program for grades seven (7) through twelve (12).

A member of the board of directors of the District or the spouse of a member of the board of directors of the District may not be a registered volunteer for the District unless a majority of the disinterested members of the Board of Directors approves a resolution for the board member or board member's spouse to be a registered volunteer. The resolution approving the board member or board member's spouse to be a registered volunteer shall be effective for only one (1) school year.

A volunteer may act as a head coach in all varsity junior and senior high sports administered by the AAA except in the following sports:

- Football;
- Basketball; and
- Track and field.

### **Background Checks for Volunteers**

For the purposes of this policy, "clear background check" means that:

- A background check was performed on the potential school volunteer in accordance with A.C.A. §§ 12-12-1601 et seq.;
- The potential school volunteer has not committed any of the crimes or offenses contained in A.C.A. §§ 6-17-410, 6-17-411 or 6-17-414 according to both the National and Arkansas background checks;
- The potential school volunteer's name was not found on the Child Abuse Central Registry; and
- The Arkansas Educator Licensure System does not indicate the potential volunteer to:
  - Have a currently suspended or revoked educator's license; or
  - Be the recipient of a current Level 3 or Level 4 public notification of ethics violation.

A person wishing to volunteer in a capacity that requires a background check may not perform volunteer services requiring a background check until a clear background check is received by the District. Once received, a clear background check is good for 5 years; a background check renewal must be applied for and a clear background check received prior to the time of renewal or an interruption of permitted volunteer service could

occur. A clear background check will be accepted of any individual wishing to volunteer provided it was conducted within the timeframe provided for in this policy.

A person who failed a previous background check may petition the Board for a waiver from this policy's requirement. The petition shall be accompanied by a signed authorization for disclosure of his or her entire criminal and child abuse registry history. In deciding whether to grant a waiver, the board may take into consideration: the circumstance or circumstances surrounding the act or omission that lead to the conviction, Child Abuse Registry true finding, or the receipt of the Level 3 or Level 4 Public Notification of Ethics Violation; the age of the person at the time of the act or omission; the length of time that has passed without reoffending; and other relevant circumstances. If the Superintendent recommends a waiver be granted, the Board may adopt a resolution by majority vote providing an exception to this policy's requirement for a time period not to exceed five (5) years. The board must consider this matter in open session, and may not confer or deliberate in closed or executive session.

The board shall not have the authority to waive the application of this policy to any potential volunteer who is a Registered Sex Offender or whose educator license has been revoked or is currently suspended.

Clear background checks for school volunteers are required for those individuals who are required to be or who seek to become Registered Volunteers, as defined in A.C.A. § 6-22-102 et seq.

Clear background checks for school volunteers are required prior to any volunteer service to the school district, school, teacher, or classroom, and all clear check volunteers will be issued special volunteer identification to wear prominently when performing their volunteer duties; no person may serve as a volunteer without wearing the provided identification.

No information relating to the application for or receipt of a criminal background check, including that a background check has or has not been applied for, shall be subject to disclosure under the Arkansas Freedom of Information Act, as provided by A.C.A. §§ 12-12-1601 et seq. Requests for background checks and reports on background checks obtained under this policy shall be retained by the district for a minimum of three (3) years.

The District shall maintain the following information on volunteers:

- a. The total number, location, and duties of all volunteers;
- b. The total number of annual hours of service provided by volunteers; and
- c. Any reimbursements made to volunteers for expenses, transportation, or other costs incurred in connection with volunteer services.

Notes: A model resolution to permit a board member or a board member's spouse to act as a registered volunteer may be found on our Policy Resources Page at <https://arsba.org/policy-resources>.

Legal References:       A.C.A. §§ 6-17-301  
                              A.C.A. § 6-17-410  
                              A.C.A. § 6-17-411  
                              A.C.A. 6-17-414  
                              A.C.A. § 6-17-428

A.C.A. § 6-18-110  
A.C.A. § 6-22-101 et seq.  
A.C.A. §§ 12-12-1601 et seq.  
A.C.A. § 12-18-402  
A.C.A. § 12-18-909(g)(21)  
A.C.A. § 21-13-101 et seq.  
Division of Elementary and Secondary Education Rules Governing Background  
Checks  
Division of Elementary and Secondary Education Rules Governing the Code of Ethics  
for Arkansas Educators

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Last Revised:

## 6.5—VISITORS TO THE SCHOOLS

Parents, grandparents, legal guardians, business, and community members are welcome and encouraged to visit District schools. To minimize the potential for disruption of the learning environment, visitors, for a purpose other than to attend an activity open to the general public, are required to first report to the school's main office. No one shall be exempt from this requirement. Visitors who are Level 3 or Level 4 sex offenders may only enter a school campus under the provisions listed in Policy 6.10.

Parents and legal guardians are encouraged to participate in regularly scheduled visitation events such as school open houses and parent/teacher conferences. Additional conferences are best when scheduled in advance. Conferences shall be scheduled at a time and place to accommodate those participating in the conference. Visits to individual classrooms during class time are permitted on a limited basis with the principal's prior approval and the teacher's knowledge.

Visitors, including parents, wishing to speak with students during the school day shall register first with the office.

The District has the right to ask disruptive visitors to leave its school campuses. Principals are authorized to seek the assistance of law enforcement officers in removing any disruptive visitors who refuse to leave school property when requested to do so.

Cross References:       For non-adult visitors see Policy 4.16—STUDENT VISITORS  
                                  For Level 3 and Level 4 sex offenders see Policy 6.10—SEX OFFENDERS ON  
                                  CAMPUS (MEGAN'S LAW)

Legal References:       A.C.A. § 6-21-606  
                                  A.C.A. § 6-21-607

Date Adopted:7/1/2020  
Last Revised:

## **6.6—FUND RAISING**

All fund raising activities held in the District or in the name of the District must be pre-approved in writing by the Superintendent and affected school principal. Approval will be predicated on the potential for return relative to the time and energy to be invested in the fund raising. Fund raising that conflicts excessively with and/or detracts from student or teacher instructional time in either the planning or the execution of the activity will not be approved.

Neither an individual school nor the District shall be liable for any contract between clubs or organizations and third parties.

Student participation in any fund raising activity shall:

1. Be voluntary. Students who choose not to participate shall not forfeit any school privileges. It shall not be considered discriminatory to reward those who participate; and
2. Not influence or affect the student's grade.

For purposes of this policy, "Door-to-door sales" means the selling of merchandise outside of the child's home and off the school grounds.

### **Secondary Schools**

Fund raising in the secondary schools may only be done by officially sanctioned student clubs, spirit groups, school PTAs, or parent booster clubs. Student clubs and spirit groups must receive written approval from their sponsor and the school principal before submitting the fund raising proposal to the Superintendent.

Door to door fundraising activities are not allowed.

### **Elementary Schools (K-6)**

Fund raising in the elementary schools may only be done by the school or a school sponsored organization. Door to door fundraising activities are generally discouraged, but there shall be no more than one (1) such activity per school per school year.

Schools must provide written notification of the following to parents or legal guardians of elementary students who participate in fund raising programs:

1. Student participation in fund raising programs is voluntary;
2. Students who do not participate will not forfeit any school privileges;
3. Students may not participate in fund raising programs without written parental permission returned to school authorities;
4. An elementary student who sells fund raising merchandise door to door must be accompanied by a parent or an adult; and
5. Unless the school provides supervision, parents must accept responsibility for appropriate adult supervision.

### **Online Fund Raisers**

All school-affiliated online fund raisers must be approved by the superintendent, or the superintendent's designee. The superintendent, or the superintendent's designee, shall act as the point of contact for all school-affiliated online fund raisers. An employee may be disciplined, up to and including termination, if the employee establishes:

- a. A school-affiliated online fund raiser without the permission of the superintendent, or the superintendent's designee; or
- b. The employee as the point of contact for a school-affiliated fund raiser instead of the superintendent, or the superintendent's designee.

For purposes of this policy, a "school-affiliated online fund raiser" includes, but is not limited to, a fund raiser intended to raise funds for a particular teacher's classroom, grade, student club or organization, or athletic team.

Legal References:      A.C.A. § 6-18-1102  
                                  A.C.A. § 6-18-1104

Date Adopted:7/1/2020  
Last Revised:

## 6.7—COMPLAINTS

It is a goal of the Board and the District to be responsive to the community it serves and to continuously improve the educational program offered in its schools. The Board or the District welcomes constructive criticism when it is offered with the intent of improving the quality of the system's educational program or the delivery of the District's services.

The Board formulates and adopts policies to achieve the District's vision and elects a Superintendent to implement its policies. The administrative functions of the District are delegated to the Superintendent, who is responsible for the effective administration and supervision of the District. Individuals with complaints concerning personnel, curriculum, discipline (including specific discipline policies), coaching, or the day to day management of the schools need to address those complaints according to the following sequence:

6. Teacher, coach, or other staff member against whom the complaint is directed
7. Principal
8. Superintendent

Other than in the few instances where statutorily allowed or required, student discipline and personnel matters may not be discussed in Board meetings. Individuals with complaints regarding such matters need to follow the sequence outlined above.

Unless authorized by the Board as a whole for a specific purpose, no individual Board member has any authority when acting alone. District constituents are reminded that the Board serves as a finder of fact, not unlike a jury, in matters such as student suspensions initiated by the Superintendent, expulsions, and personnel discipline. For this reason, the board may not be involved or informed prior to a board hearing on particular disciplinary matters.

Complaints that are related to district use or administration of federal funds generated through specific programs identified by the Division of Elementary and Secondary Education (DESE) and authorized in the Elementary and Secondary Education Act may be taken directly from a patron or by referral from DESE. If taken directly from a patron, the complaint may be submitted by either a signed statement or by a certified, recorded deposition or statement in which the complainant is identified. The complaints shall be addressed in the following manner:

1. The complaint shall be referred to the federal programs director, who shall assemble a team of at least two (2) people to investigate the complaint.
2. Throughout the investigation, sufficient notes and records will be taken and maintained to substantiate the position of the findings of the investigation.
3. The team will interview the complainant and others as necessary to enable the team to make a determination of the validity of the complaint. The team may consult with individuals with knowledge or expertise in the matter which is the subject of the complaint, including legal counsel.
4. The investigation of complaints referred by the DESE shall be completed within thirty (30) calendar days of receipt of the complaint, unless a longer time period has been approved by the DESE.
5. The investigation of complaints made directly to the district shall be completed within forty (40) calendar days unless there are extenuating circumstances; in such a case, a preliminary report shall be made within forty (40) calendar days of receipt of the complaint, which shall include an explanation of the unusual circumstances requiring additional time to complete the investigation.



6. The report of the conclusions of the investigation shall be given to the complainant. It shall contain:
  - a. A summary of the allegations of the complaint;
  - b. A summary of the investigative actions taken by the team;
  - c. A summary of the findings concerning each alleged violation or implied violation; and
  - d. A statement of corrective actions needed to resolve the issues involved in each allegation and finding of the complaint.

Legal Reference: DESE Rules Governing Federal Program Complaint Resolution

Date Adopted: 7.1.2020

Last Revised:

## **6.8—DISTRIBUTION OF PRINTED MATERIALS**

The District shall devise and maintain a system for distributing District communications and other printed materials between the Administration and the schools. Use of the system by employees or employee organizations shall be with prior approval of the Superintendent or his/her designee.

Distribution of printed materials, flyers, photographs, or other visual or auditory materials not originating within District schools to students or staff shall have prior approval of the Superintendent or his/her designee.

Date Adopted:7.1.2020

Last Revised:

## **6.9—MEDIA RELATIONS AND NEWS RELEASES**

It is important that the District maintain good relations with the media. The Superintendent or his/her designee shall devise and implement a plan for the release of pertinent information to the media regarding educational programs, awards, or other student and staff achievements, and special events. The plan shall not require schools to clear the release of public service announcements through the District Administration prior to their release, but may require schools to obtain the approval of the Superintendent prior to the release of any statistical type data.

The District shall attempt, within reason, to accommodate media requests for interviews and shall endeavor to be fair and impartial in its treatment of media representatives.

The release of information to the media shall be done in a timely manner, either by written releases or by telephone interviews, to keep patrons abreast of newsworthy District achievements and shall strive to be factual and objective with personal opinions duly noted.

The Board encourages students and staff to participate in academic competitions and programs. Awards earned in such endeavors shall be communicated to the media. Award recipients may also be recognized at Board meetings.

Date Adopted:7.1.20

Last Revised:

## 6.10—SEX OFFENDERS ON CAMPUS (MEGAN’S LAW)

The Gentry School District shall work with area law enforcement in a manner consistent with applicable state law and Division of Elementary and Secondary Education Rules to communicate the presence of a sexual offender. When necessary, law enforcement may contact building principals to provide information concerning registered sex offenders. The decision regarding the school principals to be notified rests solely with law enforcement officials; law enforcement officials use a rating system to determine who needs to be notified, which is according to the sex offender’s dangerousness to the community.

In turn, building principals should notify any employee who is regularly in a position to observe unauthorized persons on or near the school’s property in the ordinary course of their employment. Employees notified could include any of the following: aides, bus drivers, coaches, maintenance staff, professional support staff, school level administrative staff, security personnel, teachers’ assistants, and teachers.

It is important that school personnel who receive sex offender notifications understand that they are receiving the sex offender notifications in their official capacity and are **not** to disseminate information about an offender to anyone outside the school. If school personnel are asked about notification information by an organization using school facilities, the organization should be referred to the area law enforcement agency that issued the notice.

Persons **not** to be notified, except at the specific discretion of area law enforcement officials, include: members of parent-teacher organizations, other schools, organizations using school facilities, students, parents or guardians of students, and the press. District personnel may inform the press about procedures that have been put in place and other general topics, but may not reveal the name or any other specifics regarding an offender.

A parent or guardian who is a Level 1 or Level 2 sex offender shall be allowed to enter the school campus to attend parent-teacher conferences or any other activity that is appropriate for a parent, guardian, or community member.

Level 3 and Level 4 sex offenders may only enter the school campus in the following instances:

1. The offender is a student attending school in the district;
2. To attend a graduation or baccalaureate ceremony;
3. It is a non-student contact day according to the school calendar or no school-sponsored event is taking place on campus;
4. The offender is a parent or guardian of a student enrolled in the district and goes directly to the school office to have school personnel deliver medicine, food, or personal items for the student;
5. The offender is a parent or guardian of a student and enters the school campus where the student is enrolled to attend a scheduled parent-teacher conference **and** the offender is escorted to and from the conference by a designated school official or employee.

A Level 3, but not a Level 4, sex offender may attend a school sponsored event for which an admission fee is charged or tickets are sold or distributed if the sex offender:

- Is the parent, guardian, great-grandparent, or is related by blood or marriage within the second (2nd) degree of consanguinity<sup>1</sup> to a student enrolled in the public school;<sup>2</sup> and
- Notifies the administration of the school in writing at least twenty-four (24) hours before the start of the event that he or she will be attending the event.

A Level 3 and Level 4 sex offender who is the parent or guardian of a child enrolled in the district and who wishes to enter the school campus in which the student is enrolled for any other purpose than those listed above, must give reasonable notice to the school principal or his/her designee. The principal or designee may allow the sex offender to enter upon the campus provided there is a designated school official or employee to escort and supervise the sex offender while they remain on campus. The sex offender shall not enter upon the school campus until such time as a designated school official or employee is available.

Copies of the notification from law enforcement should be kept in a secure place accessible to teachers and staff, but should not be posted on school bulletin boards or made available to students or members of the community at large.

Notes: <sup>1</sup> The method to determine the degree of consanguinity may be found in A.C.A. § 28-9-212 and a consanguinity diagram has been posted at <https://arsba.org/policy-resources>.

<sup>2</sup> Our interpretation is that for a Level 3 sex offender to be admitted to a ticketed event that the Level 3 sex offender must be related to a student enrolled in the public school where the event is being hosted rather than related to a student enrolled in the visiting school.

Legal References:        Division of Elementary and Secondary Education Guidelines for “Megan’s Law”  
                                  A.C.A. § 5-14-132  
                                  A.C.A. § 12-12-913 (g)(3)  
                                  A.C.A. § 28-9-212

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## **6.11—PARENT, FAMILY, AND COMMUNITY ENGAGEMENT - DISTRICT**

The Gentry School District understands the importance of involving parents, families, and the community as a whole in promoting higher student achievement and general good will between the district and those it serves. Therefore, the district shall strive to develop and maintain the capacity for meaningful and productive parent, family, and community engagement that will result in partnerships that are mutually beneficial to the school, students, parents, families, and the community. To achieve such ends, the district shall work to:

- Involve parents, families, and the community in the development of the long range planning of the district;
- Give the schools in the district the support necessary to enable them to plan and implement effective parent, family, and community engagement activities;
- Have a coordinated engagement program where the engagement activities of the district enhance the involvement strategies of other programs such as Head Start, HIPPIY, Parents as Partners, Parents as Teachers, ABC, ABC for School Success, area Pre-K programs, and Even Start;
- Explain to parents, families, and the community the State’s academic and achievement standards, State and local student assessments and how the district’s curriculum is aligned with the state’s academic standards and assessments and how parents, families, and the community can work with the district to improve students’ academic achievement;
- Provide parents and families with the materials and training they need to be better able to help their child achieve. The district may use parent resource centers or other community based organizations to foster parental involvement and provide literacy and technology training to parents.
- Educate district staff, with the assistance of parents, in ways to work and communicate with parents and to know how to implement parent, family, and community engagement programs that will promote positive partnerships between the school and parents, families, and the community;
- Keep parents, families, and the community informed about parent, family, and community engagement programs, meetings, and other activities they could be involved in. Such communication shall be, to the extent practicable, in a language the parents and families can understand;
- Find ways to eliminate barriers that work to keep parents and families from being involved in their child’s education. This may include providing transportation and child care to enable parents to participate, arranging meetings at a variety of times, and being creative with parent/teacher conferences;
- Find and modify other successful parent, family, and community engagement programs to suit the needs of our district;
- Train parents, families, and the community to enhance and promote the involvement of other parents, families, and members of the community;
- Provide reasonable support for other parent, family, and community engagement activities as parents, families, and the community may reasonably request.

To ensure the continued improvement of the district’s parent, family, and community engagement program, the district will conduct an annual review of its parental involvement policies to examine their affect on promoting higher student achievement. The review shall be done by a committee consisting of parents and other community members, certified and classified staff, and member(s) of the administration.

This policy shall be part of the school’s Title I plan and shall be distributed to parents of the district’s students and provided, to the extent practicable, in a language the parents can understand.

Legal References: 20 U.S.C. § 6318  
A.C.A. § 6-15-1702  
A.C.A. § 6-15-1703  
A.C.A. § 6-15-1704  
Division of Elementary and Secondary Education Rules Governing Parental  
Involvement Plans and Family and Community Engagement  
Commissioner’s Memo COM-20-021

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Last Revised:

## **6.12—PARENT, FAMILY, AND COMMUNITY ENGAGEMENT - SCHOOL**

Gentry School understands the importance of involving parents, families, and the community as a whole in promoting higher student achievement and general good will between the school and those it serves. Therefore, Gentry School shall strive to develop and maintain the capacity for meaningful and productive parent, family, and community engagement that will result in partnerships that are mutually beneficial to the school, students, parents, families, and the community. To achieve such ends, the school shall work to:

1. Involve parents, families, and the community in the development and improvement of Title I programs for the school;
2. Have a coordinated engagement program where the engagement activities of the school enhance the involvement strategies of other programs such as Head Start, HIPPIY, Parents as Partners, Parents as Teachers, ABC, ABC for School Success, area Pre-K programs, and Even Start;
3. Explain to parents, families, and the community the State’s academic and achievement standards; State and local student assessments; and how the school’s curriculum is aligned with the state’s academic standards and assessments; and how parents, families, and the community can work with the school to improve students’ academic achievement;
4. Provide parents and families with the materials and training they need to be better able to help their child achieve. The school may use parent resource centers or other community based organizations to foster parental involvement and provide literacy and technology training to parents.
5. Educate school staff, with the assistance of parents, in ways to work and communicate with parents and to know how to implement parent, family, and community engagement programs that will promote positive partnerships between the school and parents, families, and the community;
6. Keep parents, families, and the community informed about parent, family, and community engagement programs, meetings, and other activities they could be involved in. Such communication shall be, to the extent practicable, in a language the parents and families can understand;
7. Find ways to eliminate barriers that work to keep parents and families from being involved in their child’s education. This may include providing transportation and child care to enable parents to participate, arranging meetings at a variety of times, and being creative with parent/teacher conferences;
8. Find and modify other successful parent, family, and community engagement programs to suit the needs of our school;
9. Train parents, families, and the community to enhance and promote the involvement of other parents, families, and members of the community;
10. Provide reasonable support for other parent, family, and community engagement activities as parents, families, and the community may reasonably request.

To help promote an understanding of each party’s role in improving student learning, Gentry School shall develop a compact that outlines the responsibilities of parents, students, and the school staff in raising student academic achievement and in building the partnerships that will enable students to meet the State’s academic standards.

Gentry School shall convene an annual meeting, or several meetings at varying times if necessary to adequately reach parents and families of participating students, to inform parents and families of the school’s participation in Title I, its requirements regarding parent, family, and community engagement, and the parents right to be involved in the education of their child.



Gentry School shall, at least annually, involve parents, families, and the community in reviewing the school's Title I program and parent, family, and community engagement policy in order to help ensure their continued improvement.

This policy shall be part of the school's Title I plan and shall be distributed to parents of the district's students and provided, to the extent practicable, in a language the parents can understand.

Legal References:       20 U.S.C. § 6318  
                              A.C.A. § 6-15-1702  
                              A.C.A. § 6-15-1703  
                              A.C.A. § 6-15-1704  
                              Division of Elementary and Secondary Education Rules Governing Parental  
                              Involvement Plans and Family and Community Engagement  
                              Commissioner's Memo COM-20-021

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# **BUSINESS and FINANCIAL MANAGEMENT**

## **7.1—FISCAL YEAR**

The District’s fiscal year shall begin July 1 and end on the following June 30.

Legal Reference:       A.C.A. § 6-20-410

Date Adopted:7.1.20

Last Revised:



## 7.2—ANNUAL OPERATING BUDGET

The Superintendent shall be responsible for the preparation of the annual operating budget for the District. The Superintendent shall present the budget to the Board for its review, modification, and approval.

The budget shall be prepared in the electronic format as prescribed by the State Board of Education and filed with the Division of Elementary and Secondary Education no later than September 30 of each year.

The approved budget shall provide for expenditures that are within anticipated revenues and reserves. The District Treasurer shall present monthly reconciliation reports and a statement on the general financial condition of the District monthly to the Board.

Any changes made to the budget shall be in accordance with District policy and state law.

Legal References:      A.C.A. § 6-13-701(e)(3)  
                                  A.C.A. § 6-20-2202

Date Adopted:7.1.20

Last Revised:



## 7.3—MILLAGE RATE

At least sixty (60) days in advance of the school election when the electors shall determine the annual ad valorem property tax for the District, the Board shall publish at least one time in some newspaper published or having a bona fide circulation in the county where the district's property lies the District's proposed budget, which shall include a millage rate sufficient to provide the funds necessary for the District's operation.

Legal References:       A.C.A. § 6-13-622  
Arkansas Constitution: Article 14 Section 3 (c) as amended by Amendment 74

Date Adopted:7.1.20  
Last Revised:



## **7.4—GRANTS AND SPECIAL FUNDING**

The Superintendent or his/her designee may apply for grants or special funding for the District. Any grants or special funding that require matching District resources shall receive Board approval prior to the filing of the grant's or special resource's application.

Date Adopted:7.1.20

Last Revised:





## 7.5—PURCHASES AND PROCUREMENT

Purchases shall be made in accordance with State laws and procurement procedures governing school purchases that are deemed to be in the best interest of the District and are the result of fair and open competition between qualified bidders and suppliers. No bids shall be taken for professional services.

### DEFINITIONS

“Commodities” are all supplies, goods, material, equipment, computers, software, machinery, facilities, personal property, and services, other than personal and professional services, purchased on behalf of the District.

“micro-purchases” are purchases with a value of less than ten thousand dollars (\$10,000) when purchased with Federal funds.

“Professional services” are legal, financial advisory, architectural, engineering, construction management, and land surveying professional consultant services.

“Specifications” means a technical description or other description of the physical and/or functional characteristics of a commodity.

### Commodities

The superintendent shall develop procedures for the procurement of micro-purchases that provide for the distribution of purchases between eligible vendors to the extent possible.

Purchases of commodities with a purchase price of more than \$21284 require prior Board approval; however, if an emergency exists, the Superintendent may waive this requirement.

The district shall notify in writing all actual or prospective bidders, offerors, or contractors who make a written request to the district for notification of opportunities to bid. The notification shall be made in sufficient time to allow actual or prospective bidders, offerors, or contractors to submit a bid or other appropriate response.<sup>4</sup> The board shall accept bids submitted electronically by email or fax for any and all district purchases, unless specified to be submitted by other means or methods, and except those bids which have been specified to have a designated date upon which the bids shall be opened. The superintendent shall be responsible for ensuring submitted bids, whether written, faxed, or emailed, are retained in accordance with policy 7.15—RECORD RETENTION AND DESTRUCTION.

The district will not solicit bids or otherwise contract for a sum greater than twenty-five thousand dollars (\$25,000) with vendors that are on the “excluded parties list” if the contract is to be paid from federal funds.<sup>5</sup>

All purchases for a Federal program with an estimated purchase price between ten thousand dollars (\$10,000) and twenty-one thousand two hundred eighty-four dollars (\$21,284) and all purchases of commodities with an estimated purchase price that equals or exceeds twenty-one thousand two hundred eighty-four dollars (\$21,284) shall be procured by soliciting bids.<sup>6</sup> Specifications shall be devised for all commodities to be bid that are specific enough to ensure uniformity of the bid and yet not so restrictive that it would prevent competitive



bidding. The bid specifications shall not include the name or identity of any specific vendor. The Board reserves the right to reject all bids and to purchase the commodity by negotiating a contract. In such an instance, each responsible bidder who submitted a bid shall be notified and given a reasonable opportunity to negotiate.<sup>7</sup>

Bids shall be awarded after careful examination of the details of the bid to determine the best overall value to the District. In instances where the low bid was not accepted, a statement of the reasons the low bid was not accepted shall be attached to the bid. Bidders submitting written bids shall be notified in writing of the bid award.

Whenever possible, a preference will be given to small and minority businesses; women's business enterprises; and labor surplus area firms.<sup>8</sup>

The District shall provide a preference to Arkansas residents whenever the District is accepting bids to purchase materials and equipment as part of a construction project if:

- a. One (1) or more Arkansas residents who submitted bids made written claim for a preference at the time they submitted a bid; and
- b. An Arkansas resident's bid does not exceed the lowest qualified bid from a nonresident by more than five percent (5%).

If the qualifications for the Arkansas resident preference are met, then the District shall take the lowest bid from an Arkansas resident regardless of whether the Arkansas resident was one of the individuals who requested the preference.

The following commodities may be purchased with State funds without soliciting bids provided that the purchasing official<sup>9</sup> determines in writing that it is not practicable to use other than the required or designated commodity or service, and a copy of the written determination is attached to the purchase order:

1. Commodities in instances of an unforeseen and unavoidable emergency;
2. Commodities available only from the federal government;
3. Utility services;
4. Used equipment and machinery;<sup>10</sup> and
5. Commodities available only from a single source.<sup>11</sup>

Commodity purchases with Federal funds may be purchased without soliciting bids only when one or more of the following circumstances apply:

1. The item is available only from a single source;
2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
3. The Federal awarding agency or appropriate unit of the Division of Elementary and Secondary Education expressly authorizes the noncompetitive purchase in response to a written request from the District; or
4. After solicitation of a number of sources, competition is determined inadequate.

The District may purchase a new motor vehicle, other than a school bus, without soliciting bids if, at the time of the purchase, the:

- a. Purchase is from a motor vehicle dealer licensed in Arkansas;



- b. Purchase price of the motor vehicle does not exceed the fleet price awarded by the Office of State Procurement; and
- c. Motor vehicle to be purchased is the same make and model motor vehicle as the make and model the fleet price was awarded for by the Office of State Procurement.

Prospective bidders, offerors, or contractors may appeal to the district’s superintendent if they believe the district failed to follow district bidding and purchasing policy or state law.

Any award of a contract shall be subject to revocation for ten (10) working days from:

- The initial awarding of the contract; or
- If an appeal is received, resolution of the appeal.

The intent is to provide prospective bidders, offerors, or contractors the opportunity to appeal the bid award if they believe the facts warrant an appeal. Any appeal shall be **in writing by certified mail** and received by the district office, “attention to the superintendent” within seven (7) calendar days following the initial and revocable award of the contract.

If the district receives an appeal of a bid award, they shall notify, in writing, those prospective bidders, offerors, or contractors who have made a written request to the district for notification of opportunities to bid that an appeal has been submitted. The notification shall state:

- that the contract award has been halted pending resolution of the appeal and could be revoked;
- the reasons for the appeal;
- that the recipient of the letter may respond to the protested issues identified in the appeal;
- the date the decision on the appeal will be made and notification sent;
- that if the appeal is upheld, the bidding process will be re-opened;
- that if the bidding is re-opened, changes will be made to the request for bids as necessary to satisfy the reasons for upholding the appeal.<sup>12</sup>

The sole authority to resolve any appeal made relating to this policy shall rest with the superintendent. The superintendent’s decision shall be final and conclusive. In the event the district upholds an appeal, the sole responsibility of the district to the aggrieved bidder(s) shall be the re-opening of the bidding process.

Except when prohibited by law<sup>13</sup>, the District reserves the right to extend or renew a contract that was previously awarded under the process governed by this policy and law, provided the extension or renewal meet the following criteria:

1. The equipment and services provided under the extended or renewed contract meets or exceeds the specifications of the original bid.
2. The extended or renewed contract agreement complies with the state of Arkansas’s documentation requirements.
3. The cost of the extended or renewed contract is the same or less than the original contract.
4. The extension or renewal is approved by the local school board.



## Professional Services

The District does not use a bidding process when procuring professional services. Instead, when the District needs to procure professional services, the District shall:

1. Select three (3) qualified firms;
2. Determine the most qualified firm by considering, at a minimum, the:
  - Specialized experience and technical competence of the firm with respect to the type of professional services required;
  - Capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project;
  - Past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines; and
  - Firm's proximity to and familiarity with the area in which the project is located;
3. Negotiate a contract for the project with the most qualified firm.

When negotiating a contract, the District and the selected firm shall jointly prepare a detailed, written description of the scope of the proposed services. If the District is unable to negotiate a satisfactory contract with the firm selected, negotiations with that firm shall be terminated and the District shall negotiate a contract with the next most qualified firm. In the event the District is unable to negotiate a contract with any of the original selected firms, the District shall reevaluate the necessary professional services, including the scope and reasonable fee requirements, and return to step one.

The District encourages firms who provide professional services to submit annual statements of qualifications and performance data to the District. The District shall request any additional information as needed for a particular public project.

Notes: <sup>1</sup> The definition of "professional service" contains the entire list of professional services in A.C.A. § 19-11-801 that are automatically removed from the bidding process. The board has the option to add additional professional services to this list with a two-thirds (2/3) vote for each service type to be added. Services that can be added to the list are services that require a firm or individual to hold a valid license specific to perform the type of service in question.

<sup>2</sup> Insert an amount less than ten thousand dollars (\$10,000) for Federal purchases and twenty-one thousand two hundred eighty-four dollars (\$21,284) for purchases without Federal funds if your board determines a lesser amount is appropriate.

<sup>3</sup> Your district may elect to employ a "designated agent of the district," if so, substitute it for "Board."

<sup>4</sup> ASBA strongly recommends that each district keep a record of all requests to be a "bidder."

<sup>5</sup> Names of vendors on the excluded parties list can be found at [www.sam.gov](http://www.sam.gov).

<sup>6</sup> For Federal purchases, be sure that your purchasing procedures include the different procedures for micropurchases, small purchase threshold purchases, and formal bids.



In accordance with A.C.A. § 15-4-3804 and 3805, your procedures will need to address how your district intends to ensure that the state goal of at least twenty percent (20%) of the purchases of food products by entities that receive at least twenty-five thousand dollars (\$25,000) of state funds and have a food service program is spent on local farm or food products. More information on what to include in your procedures may be found on page 38 of the USDA document found at [https://fns-prod.azureedge.net/sites/default/files/f2s/F2S\\_Procuring\\_Local\\_Foods\\_Child\\_Nutrition\\_Prog\\_Guide.pdf](https://fns-prod.azureedge.net/sites/default/files/f2s/F2S_Procuring_Local_Foods_Child_Nutrition_Prog_Guide.pdf).

<sup>7</sup> Any commodities purchased by the district through the TAPS program satisfies the state bidding requirements; however, for purchases with Federal funds, districts are required to demonstrate that an effort was made to determine that the taps purchase price is the best price. The verification effort may be demonstrated through an email, fax, letter, or written documentation of a telephone call.

Be aware that A.C.A. § 18-44-503 requires a district or education coop to receive a performance bond in the amount of the contract from a contractor for projects to repair, alter, or erect a public building, structure, or improvement that meets or exceeds the contract amount requiring the advertising of bids under A.C.A. § 22-9-203.

<sup>8</sup> This language is required by 2 C.F.R. § 200.321 and the process you will use to provide the preference should be clearly set forth in your purchasing procedures, which must include all of the following:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

<sup>9</sup> This is the school board if specified in this policy (see #<sup>3</sup> above) as the body to approve the purchase of commodities.

<sup>10</sup> Used school buses, over two years old as defined in A.C.A. § 6-21-306(a), are exempt from bidding requirements.

<sup>11</sup> A “sole source justification document” should be attached to the purchase order and maintained in the audit file for all commodities purchased as such. DESE stipulates the following seven (7) criteria that the justification must meet:



- Why the service or product is needed;
- The methods used to determine that a lack of responsible/responsive competition exists for the service or product;
- How it was determined that the provider possesses exclusive capabilities;
- Why the service or product is unique;
- Whether or not there are patent or property rights which make the required service or product unavailable from other sources;
- What the district would do if the provider/service product were no longer available;
- Any program considerations which make the use of a “sole source” critical to the successful completion of the district’s task.

<sup>12</sup> A.C.A. § 6-21-304 specifically states the parameters required within the appeal process. Your district could choose to alter the paragraph and how it intends to deal with the appeal and its resolution. An example would be to award a financial settlement to the appellant if the appeal is upheld. Another example would be to state, by policy, the length of time for the resolution of the appeal process.

<sup>13</sup> An example of when simply extending a contract without going through the bid process is prohibited includes certain purchase contracts for the child nutrition programs.

Legal References:      A.C.A. § 6-21-301, 303, 304, 305, 306, 307  
                                   A.C.A. § 6-24-101 et seq.  
                                   A.C.A. § 15-4-3801 et seq.  
                                   A.C.A. § 18-44-503  
                                   A.C.A. § 19-11-259  
                                   A.C.A. § 19-11-801 et seq.  
                                   A.C.A. § 22-9-203  
                                   2 C.F.R. § 200.67  
                                   2 C.F.R. § 200.319  
                                   2 C.F.R. § 200.320  
                                   2 C.F.R. § 200.321  
                                   2 C.F.R. § 200.324  
                                   48 C.F.R. § 2.101

Date Adopted:7.1.20  
 Last Revised:



## 7.5F—COMMODITIES BIDDER AFFIDAVIT

NAME OF SCHOOL DISTRICT

NAME OF COUNTY

I, \_\_\_\_\_, hereby state:

- (1) I am the duly authorized agent of \_\_\_\_\_, the bidder submitting the competitive bid which is attached to this statement. I certify the facts as detailed below pertaining to the non-existence of collusion among and between bidders and state officials, as well as to the facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the awarding of any contract pursuant to the bid to which this statement is attached.
- (2) I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of the bid.
- (3) Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - (A) To any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
  - (B) To any collusion with any state official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of the prospective contract; or
  - (C) In any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the awarding of a contract.
- (4) I hereby guarantee that the specifications outlined in the bid shall be followed as specified and that deviations from the specifications shall occur only as part of a formal change process approved by the Board of Directors of the school district.

\_\_\_\_\_

Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Notary Public

Gentry Public School District Board Policies  
Effective As Of July 1, 2021



The mission of the Gentry School District is to work with the community in providing safe and successful experiences for each student.



## 7.5F2— FOOD SERVICE COMMODITIES BIDDER AFFIDAVIT

NAME OF SCHOOL DISTRICT

NAME OF COUNTY

I, \_\_\_\_\_, hereby state:

(1) I am the duly authorized agent of \_\_\_\_\_, the bidder submitting the competitive bid which is attached to this statement. I certify the facts as detailed below pertaining to the non-existence of collusion among and between bidders and state officials, as well as to the facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the awarding of any contract pursuant to the bid to which this statement is attached.

(2) I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of the bid.

(3) Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

(A) To any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;

(B) To any collusion with any state official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of the prospective contract; or

(C) In any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the awarding of a contract.

(4) I hereby guarantee that the specifications outlined in the bid shall be followed as specified and that deviations from the specifications shall occur only as part of a formal change process approved by the Board of Directors of the school district.

(5) I hereby certify that the bid, unless specifically exempted by the USDA, is for agricultural commodities that have been produced in the U.S. or if the bid contains food products that at least 51% of food in the product was produced in the U.S. I understand that the district shall not accept any product that does not meet this requirement and is not liable for any loss I may incur as a result of such refusal to accept.

\_\_\_\_\_  
Signature

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

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## 7.6—ACTIVITY ACCOUNT

The District shall maintain an account of activity funds. The funds for the account are those revenues derived from the sale of tickets to athletic contests or other school sponsored activities; the sale of food other than that sold in the cafeteria; the sale of soft drinks, school supplies, and books; and fees charged by clubs and organizations.

Activity funds are considered “school funds” and as such may only be spent for school related purposes.<sup>1</sup>

The Superintendent shall be the custodian of all activity funds and shall be responsible and accountable for the funds. The Superintendent may appoint a co-custodian for each school in the District who shall also be responsible for the activity funds he/she maintains.

Note: <sup>1</sup> “School related purposes” has been narrowly interpreted by the courts under Article 14 of the Arkansas Constitution to require the expenditures to be for a legitimate public purpose closely related to the provision of K-12 education.

Legal References:      A.C.A. § 6-13-701(g)  
                                  A.C.A. § 6-20-417

Date Adopted:7.1.20

Last Revised:



## 7.7—CASH IN CLASSROOMS

No cash or checks are to be left in any classroom overnight. Staff, other than the District bookkeeper, who collect funds in the course of their employment should deposit the funds daily with the bookkeeper. Bookkeepers should deposit daily, unless otherwise directed by the superintendent or business manager.<sup>1</sup>

Date Adopted:7.1.20

Last Revised:



## **7.8—PERSONAL PROPERTY**

To avoid confusion and the potential for misunderstandings, District staff who bring personal property to school to use in the performance of their jobs should label the items with their names. Any such items should be removed from the school at the close of school each year. The District assumes no responsibility for damage to, or the loss of, personal property brought to District facilities by District staff.

Date Adopted:7.1.20

Last Revised:



## **7.9—PROPERTY INSURANCE**

The Superintendent shall be responsible, with approval of the Board, for maintaining adequate insurance coverage for all District properties. At a minimum, the District will purchase insurance coverage sufficient to meet the requirements by the Arkansas Commission for Public School Academic Facilities and Transportation.

Legal References:       A.C.A. § 6-21-114(d)  
Arkansas Commission for Public School Academic Facilities and Transportation Rules  
Governing Property Insurance Requirements

Date Adopted:7.1.20

Last Revised:



## 7.10—PUBLIC USE OF SCHOOL BUILDINGS

It is the policy of the Board that District school buildings may be used by citizens of the District to conduct lawful meetings for social, civic, or recreational purposes provided such meetings do not interfere with the regular school work and proper protection is afforded the district against the potential costs of such use. The Superintendent shall be responsible, with Board approval, for establishing procedures governing such use of school buildings. The governing procedures shall be viewpoint neutral regarding equal access for those wishing to use school facilities. Building principals shall be consulted to determine if there exists any conflict with planned school activities prior to other groups being allowed to use school facilities.

The District shall establish a fee schedule for the school facilities the District intends to make available for public use. Charges made for the use of school facilities shall reflect the actual costs (e.g. labor, utility, and materials) incurred by the District. The District also strongly recommends that any individual or non-school related group/organization using a district facility purchase sufficient active and current general liability insurance to cover the damage to, or the cost to entirely replace the structure(s) and furnishing(s), if necessary due to the loss of, or damage to, District property.

School facilities that do not appear on the District's fee schedule shall not be available to the public.

Organized community non-profit groups, individuals, or non-school related groups/organizations using school facilities assume full and complete responsibility for the conduct of all persons, regardless of age, associated with their use of the facility while they are in or about the facility. Smoking or the use of tobacco or products containing tobacco in any form or the use of drugs or intoxicants is prohibited. Firearms or other weapons of any kind are not allowed on school property unless the person carrying the firearm/weapon is permitted to do so by law as defined in A.C.A. § 5-73-120 or the individual has a valid conceal carry license and leaves the concealed handgun in the individual's locked vehicle. Failure to comply will result in an immediate request to leave the facility and grounds and will void any future rentals.

Furthermore, the Gentry Board of Education acknowledges the diversity in societal morals and standards of values, and therefore, reserves the right to refuse rental or use of any school facility to any individual or group that has submitted a request containing subject matter, content, materials, or propaganda that does not align with prevailing District and community-based morals and value standards.

Legal References:       A.C.A. § 5-73-119,  
                                  A.C.A. § 5-73-120  
                                  A.C.A. § 6-10-132  
                                  A.C.A. § 6-21-101  
                                  Arkansas Constitution Article 14, § 2

Date Adopted:2.10.20

Last Revised:



# **PUBLIC USE OF SCHOOL BUILDINGS (REGULATION)**

## **GENERAL POLICY**

The public school facilities exist in order that the youth of the community may receive the benefits of a sound education program. Although this is the basic purpose for which the schools are built, school facilities may serve the community at large. Therefore, it is the policy of the Board of Education to make district buildings and facilities available to the citizens of the District when not in use for school activities.

Usage of school buildings will be restricted to individuals or non-profit groups/organizations whose activities benefit the students and/or residents of the Gentry School District. The district will not extend use of a facility to any individual or group/organization whose policies advocate the advancement of any doctrine or theory subversive to the laws of the United States of America or the State of Arkansas. The district also reserves the right to refuse the use of facilities to any individual or group/organization whose usage might be detrimental to the facilities or create a disturbance. Finally, the district refuses the use of facilities to any for-profit groups/organizations.

Users must comply with all federal and state equal opportunity regulations regarding discrimination: gender, ethnicity, disability, and religious or political affiliation. Approval of use of a facility by an individual or non-profit group/organization for non-school purposes will not constitute endorsement by the district of that individual or group/organization or its beliefs and purposes.

The user shall be responsible for the conduct and control of participants and shall ensure that all applicable fire and safety regulations are followed. The maximum number of participants permitted in any facility shall be restricted to its seating capacity as indicated by fire regulations.

## **TERMS AND CONDITIONS**

### **Indemnity**

Each user of District Facilities shall defend, indemnify, and hold harmless, the Gentry Public School Board of Education and employees of the Board from and against any and all claims, demands, suits, causes of action, damages, losses, fines, assessment, costs, and expenses, including but not limited to reasonable attorney's fees, settlement amounts, damages awards, and product warranty and recall expenses, whether for commercial loss, property damage, bodily injury, a violation of any law, regulation, code, or standard, including industry standards, or any other form of damage arising directly or indirectly from or out of any action or omission of the user of District Facilities. The user further agrees to make full restitution for any and all damages incurred during the use of the facility.

### **General Public Liability Insurance**

The District strongly recommends that any individual or non-school related group/organization using a district facility purchase sufficient active and current general liability insurance from an insurance agent to cover the damage to, or the cost to entirely replace the structure(s) and furnishing(s), if necessary due to the loss of, or damage to, District property.

### **Supervision**

Proper security and supervision of children must be maintained at all times. One adult per 30 children is required at all times. One person shall be designated as being in charge of and responsible for the event. This

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Effective As Of July 1, 2021



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person will be directly responsible to the administrator of the school in which the event is scheduled, and will be accountable for fulfillment of the terms in the Facility Rental Agreement. When a district staff member is required, the district staff member will ensure proper use of school facilities; however, it is understood that the person in charge of the rental group using the facility is responsible for the conduct of the group and attendees.

### **Return Condition**

All buildings and facilities will be returned to a suitable condition under the supervision of a Gentry Public School employee. Users will ensure that all facilities are clean and free from litter at the end of the period of usage. It will be the responsibility of the applicant to see that all persons have vacated the school buildings and grounds promptly at the time specified on the agreement and that the building is securely closed. Custodial charges are found in the Rental Fee Schedule.

### **Agreement of Time**

The hours listed on the Facility Rental Request Form will include both entry and exit time for the facility, rehearsal, set-up or practice time needed prior to scheduled event. Groups must adhere to the hours stated in the agreement. All rental fees will be assessed on a two (2) hour minimum.

### **Specified Area Use**

Users must confine their activities to those facilities for which a rental request was approved. The only allowable facilities to be used other than those specified on the rental agreement are the restrooms and drinking fountains in the nearest proximity.

### **Representative**

Presence of a school staff member may be required when a school facility is in use. Groups may be assessed a fee to cover off-duty personnel. Said staff member shall be authority for the Gentry School District.

### **Cancellation or Changes**

Any agreement may be cancelled by the school district in favor of school activities. Reasonable effort will be made to offer alternative spaces and to give timely notification in the event of unavoidable circumstances requiring this privilege be used. Any changes to the agreed upon time and school location must be negotiated a minimum of two working days before the scheduled event. Both parties must sign agreement of the changes on the Rental Request Form. If the need arises to cancel the scheduled event, the district will be notified as soon as possible. Refunds will only be made when cancellations are requested by the user at least 48 hours in advance. If the district finds it necessary to cancel the scheduled event, due to weather conditions or emergencies, all fees shall be returned in full to the group.

### **Fees**

Users will be assessed appropriate fees to use a district facility, as determined by their priority grouping. These fees may include, but are not limited to facility fees, off-duty staff fees, custodial fees, fees for cafeteria staff and equipment, continuous long-term rentals, and other additional equipment or maintenance fees. Applicable fees must be paid prior to the activity/event in the District Administration Office unless pre-approved by the Superintendent.



## Group Priority Categories

School facilities that have been identified on the fee schedule will be made available for community use as long as there is no conflict with official school schedules according to the following priority and rental rate groupings.

**\*Always Fee Exempt:** School-related groups organized for the expressed purpose of supporting authorized district programs and sponsored activities (e.g. PTA/PTO, booster organizations, wellness programs, committee meetings, school activities, school clubs/organizations, Gentry Youth Organization athletic teams, dances, carnivals, concerts, class reunions). Character-building, recreational and educational groups (e.g. Boy/Girl Scouts, Boys/Girls Club, 4-H Club).

**\*May Be Fee exempt:** Organized community non-profit groups (e.g. service and civic clubs, charitable organizations, community concerts, community arts groups).

**Note:** Organized community non-profit groups that provide services and/or resources for students of the Gentry School District will be exempt from facility rental use fees but other fees may be assessed as described in the fee schedule.

**Non-Exempt:** Individuals or non-school related groups/organizations (e.g. wedding showers, anniversaries, birthday parties, baby showers, family reunions, fund-raisers, youth athletic traveling teams that are not a Gentry Youth Organization team, etc.)

## Approval Process

Any individual or non-profit group/organization wanting to use a school facility must first complete the Facility Rental Request Form and return it to the District Administration Office at least ten school (10) days in advance of the event for consideration. The request form will be discussed at the weekly District Leadership Team Staff meeting. At that meeting, the principal of the school will be the initial approving authority for use of the school facility. After preliminary approval has been granted by the school principal, secondary approval must be given by the Athletic Director for the use of the athletic facilities, by the Child Nutrition Director for the use of kitchen and/or cafeteria facilities, and by the Director of Operations. After all necessary preliminary approvals have been granted, the Superintendent must give the final approval. After all involved parties have had a chance to consider the rental request form, the district will then notify the individual or group/organization on the status of their request and of any fee(s) that will be assessed if approved.

## Agreement

If the Facility Rental Request Form is approved, then a Rental Agreement must be signed by the individual assuming responsibility for the use of the facility as well as by the Superintendent before the facility can be used. The rental agreement shall be made on either a single-event or a month-to-month basis with termination by either party upon seven (7) days' notice.

## Concession Agreement

No food or drink will be sold during the use of facility without prior written approval. All concession sales must strictly adhere to any district contract agreements with food and drink vendors.

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**Fields/Weather Conditions**

Athletic fields may be available for community use pending approval from the Athletic Director. This use is subject to cancellation or rescheduling due to weather conditions, field conditions, or maintenance operations. Fields too wet to play will be closed at the discretion of the Director of Operations or the Athletic Director.

**Equipment & Technology**

Building rental does not include the use of technology or audio-visual equipment. This equipment is not to be used unless prior approval has been granted. Requests for additional equipment must be made at time of application.

**Long-Term Usage Agreements**

Long-term or repeated use of Gentry Public Schools facilities must be arranged and coordinated with the Superintendent on a case-by-case basis. Appropriate fees will be agreed upon by the School Board and the user.

**Transfer**

The Facility Rental Agreement is not transferable to any other person or group (subleasing is not permitted) and rental is restricted to the conditions agreed to therein.

Any exceptions to these guidelines may be made only through a review committee consisting of the Superintendent, Facilities Director and the Principal of the building in question. If the use of an athletic facility is in question, the Athletic Director will also serve on the review committee.

The Gentry School District reserves the right to refuse or to cancel any and all agreements issued for the use of a school building or its facilities when it is deemed that such action is necessary for the best interests of the district.



# FACILITY RENTAL REQUEST FORM

Organization: \_\_\_\_\_ School: \_\_\_\_\_

Person Responsible: \_\_\_\_\_ Facility Requested: \_\_\_\_\_

Address: \_\_\_\_\_ Date of Rental: \_\_\_\_\_

\_\_\_\_\_ Is event reoccurring: Yes \_\_\_\_\_ No \_\_\_\_\_

Phone: \_\_\_\_\_ Time: \_\_\_\_\_ to \_\_\_\_\_

Fax: \_\_\_\_\_ (Includes setup, tear down, & cleanup)

Email: \_\_\_\_\_ Number of People Expected: \_\_\_\_\_

Purpose / Activity: \_\_\_\_\_

\*Will Kitchen Need to be used: Yes \_\_\_\_\_ No \_\_\_\_\_ All kitchen use will be approved and coordinated with the Food Service Director. When kitchen is used, there will be an additional fee for cafeteria staff and equipment.

Is sound and/or projection system needed: Yes \_\_\_\_\_ No \_\_\_\_\_ (Circle what's needed)

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\*\*\*\*\* This Section for School Use Only \*\*\*\*\* \*\*

Building Principal Approves: Yes \_\_\_\_\_ No \_\_\_\_\_ Date \_\_\_\_\_ Initials \_\_\_\_\_

A.D. Approves (if applicable): Yes \_\_\_\_\_ No \_\_\_\_\_ Date \_\_\_\_\_ Initials \_\_\_\_\_

Child Nutrition Director Approves (if applicable): Yes \_\_\_\_\_ No \_\_\_\_\_ Date \_\_\_\_\_ Initials \_\_\_\_\_

Director of Operations Approves: Yes \_\_\_\_\_ No \_\_\_\_\_ Date \_\_\_\_\_ Initials \_\_\_\_\_

Custodial Staff Required: Yes \_\_\_\_\_ No \_\_\_\_\_ Custodial Staff Assigned: \_\_\_\_\_

Custodial Fees: \_\_\_\_\_ Hours x \_\_\_\_\_ Hourly per diem = \_\_\_\_\_

Kitchen Staff Required: Yes \_\_\_\_\_ No \_\_\_\_\_ Kitchen Staff Assigned: \_\_\_\_\_

Kitchen Staff Fees: \_\_\_\_\_ Hours x \_\_\_\_\_ Hourly per diem = \_\_\_\_\_

Tech Staff Required: Yes \_\_\_\_\_ No \_\_\_\_\_ Tech Staff Assigned: \_\_\_\_\_

Tech Support Fee: \_\_\_\_\_ Hours x \_\_\_\_\_ Hourly per diem = \_\_\_\_\_

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Facility Usage Fee: \_\_\_\_\_ Hours x per fee/hour = \_\_\_\_\_ (2 hr. minimum required)

Total Fees: \_\_\_\_\_ Amount Paid: \_\_\_\_\_ Date: \_\_\_\_\_ Check #: \_\_\_\_\_ Receipt #: \_\_\_\_\_

Final Approval by Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_

## **PUBLIC USE OF SCHOOL BUILDINGS (FACILITY USE AGREEMENT)**

Facilities are available for community use on a rental basis by individuals or non-school related groups/organizations. By signing this Use Agreement, I agree to the following conditions:

- I acknowledge that school activities will be given first priority in the use of this facility.
- I acknowledge that I am a citizen of the District and agree to use this facility only for the purpose/activity stated on the Facility Rental Request Form.
- I agree to assume all liability for injury or damage to individuals or property and to indemnify and hold harmless the Gentry School District and employees of the Board from any loss or damage.
- I agree to make full restitution for any and all damages incurred during the use of the facility. I also agree to replace any lost or stolen items incurred during the use of the facility.
- I acknowledge that I will be present during the use of the facility and will assume full and complete responsibility for the conduct of all persons, regardless of age, associated with their use of the facility while they are in or about the facility. I also understand that if children are going to be using the facility there must be at least one (1) adult per 30 children supervising at all times.
- I acknowledge that I will assume the responsibility of ensuring that users of the facility will observe all fire and safety regulations and that smoking and the use of alcoholic beverages or illegal drugs on school grounds are strictly prohibited.
- I acknowledge that the District strongly recommends that any individual or non-school related group/organization using a district facility purchase sufficient active and current general liability insurance from an insurance agent to cover the damage to, or the cost to entirely replace the structure(s) and furnishing(s), if necessary due to the loss of, or damage to, District property.
- I acknowledge that I will be responsible for cleaning the portion of the facility that was used for the purpose explained above unless a cleaning fee is paid/required. Additionally, I acknowledge that if the facility is not cleaned adequately after its use, the district will invoice the responsible person listed below the amount necessary to have a school employee(s) clean the facility at the employee's hourly per diem.
- I acknowledge that the rental time as stated in the Facility Rental Request Form will be strictly adhered to.

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- I understand that applicable rental fees, custodial fees, kitchen staff fees must be paid prior to the activity/event in the District Administration Office unless pre-approved by the Superintendent.
- I acknowledge that I have received a copy of Policy **PUBLIC USE OF SCHOOL BUILDINGS (REGULATION)** and that all guidelines, as stated in the Terms and Conditions, will be strictly adhered to.
- I agree to return the key to the facility back to the District's Administration Office on either the day of the event if applicable or no later than 9:00 am on the next working day.

The Gentry School District reserves the right to refuse or to cancel any and all agreements issued for the use of a school building or its facilities when it is deemed that such action is necessary for the best interests of the district.

Use of Gentry Public Schools' facilities requires acceptance of the following conditions as stated above. Failure to comply may result in the cancellation of any existing rental agreements and denial of future rental requests.

**I have read and agree to abide by the above conditions:**

Printed Name of Responsible Party: \_\_\_\_\_

Signature of Responsible Party: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Approval: \_\_\_\_\_

Date: \_\_\_\_\_

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## **PUBLIC USE OF SCHOOL BUILDINGS (FEE SCHEDULE)**

### **Facilities available to rent:**

- Carl Gym, for athletic use only.
  - \$10 per hour (2 hour minimum) (10 hour maximum charge per approved event)
- Pioneers Partnership Room B
  - \$10 per hour (2 hour minimum) (10 hour maximum charge per approved event)
- Intermediate School Gym, for athletic use only.
  - \$50 per hour (2 hour minimum) (10 hour maximum charge per approved event)
- Middle School Gym, for athletic use only.
  - \$50 per hour (2 hour minimum) (10 hour maximum charge per approved event)
- High School Gym, for athletic use only.
  - \$50 per hour (2 hour minimum) (10 hour maximum charge per approved event)
- Middle/High School Cafeteria
  - \$50 per hour (2 hour minimum) (10 hour maximum charge per approved event)
- Practice Soccer/Football Field
  - \$10 per hour (2 hour minimum) (10 hour maximum charge per approved event)
- Pioneer Stadium
  - \$100 per hour (2 hour minimum) (10 hour maximum charge per approved event)
- Baseball/Softball Complex, for athletic use only.
  - \$100 per hour (2 hour minimum) (10 hour maximum charge per approved event)
- Pioneer Activities Complex (PAC)
  - Available for use on a case by case basis by the following categorized groups as determined by the Superintendent, Director of Operations, and Athletic Director.
    - \*Always Fee Exempt (see Group Priority Categories Section)
    - \*May Be Fee Exempt (see Group Priority Categories Section) Facility rental fee charges include lighting, heating or cooling, and general usage. Rental of facility does not include the use of any equipment. If sound and/or other technology devices belonging to the school need to be used, and additional fee to cover the expenses of doing so will be assessed.

### **Additional fees that may be charged:**

- Custodial Staff Fee – hourly per diem (3 hour minimum per employee)
- Kitchen Worker Fee - hourly per diem (3 hour minimum per employee)
- Technical Support Fee – hourly per diem (3 hour minimum)
- Supervisor Fee – hourly per diem (3 hour minimum)

Note: If our custodians are not used the facility has to be cleaned to the satisfaction of the Director of Operations or charges will be applied after the event.



## **7.11—USE OF SCHOOL FUNDS FOR NON-SCHOOL RELATED PURPOSES**

School funds shall not be used for political, charitable, or humanitarian purposes.

No employee of the District shall use school time, school property, school personnel, or school equipment for the purpose of furthering the interests of any political party, the campaign of any political candidate or the advocacy of any political issue or ballot issue whether partisan or non-partisan. School employees may participate as part of a community organization that is renting a school facility for a political purpose so long as the event is not during school time or the employee takes personal or vacation leave, with prior approval of his/her supervisor, for the time the employee is attending the event.

Any school employee found guilty or who pleads guilty, or nolo contendere to the use of District funds to support any ballot measure shall be immediately suspended, and recommended for termination by the superintendent.

The Board of Directors is not prohibited from expressing an opinion on a ballot measure through the passage of resolution or proclamation. School employees are allowed to verbally express their views on a ballot measure other than in an attempt to persuade a student to the employee's point of view.

District employees and members of the Board of Directors may incur incidental expenditure of District funds for travel costs when speaking at an event in which a ballot measure is discussed if the subject matter of the speaking engagement is within the scope of the person's official duties and responsibilities.

District funds may be used to disseminate public information at a public speaking engagement. The incidental use of District resources may be used to prepare an analysis of the public information if such information is within the scope of the person's official duties and responsibilities.

Legal References:       Arkansas Constitution Article 14 § 2  
                                  A.C.A. § 7-1-103  
                                  A.C.A. § 7-1-111  
                                  A.C.A. § 21-8-402

Date Adopted:7.1.20

Last Revised:



## 7.12—EXPENSE REIMBURSEMENT

The requirements of this policy shall govern reimbursement for expenses related to travel and/or attendance at conferences and professional development activities incurred by district employees and/or members of the Board of Directors on behalf of the district. Employees are only eligible for reimbursement for travel expenses for travel which has been approved in advance. Original receipts must accompany all requests for reimbursement to the extent that such receipts are customarily available. For a receipt to be valid it should contain the name of the issuing company, the date, and the amount. No cash advances shall be made for travel. Mileage, lodging, and meal expenses will not be reimbursed when incurred for the personal convenience of the employee and not required by the reason for the travel.<sup>1</sup> Reimbursement for travel shall be for the lesser of the cost between travel by air or by car with some consideration allowed for length of time of the method of travel.

To the extent practicable, employees shall have the district pay initial conference and professional development registration fees and associated necessary materials. In the occasional circumstances where this is not practical, the district shall reimburse the employee for such fees if they were authorized in advance and are supported with proper receipts.

The district will not reimburse expenses of any non-school board member or non-employee who accompanies the school board member or employee during his/her school related travel.

### Reimbursable Expenses

Mileage that is driven for a district sanctioned purpose in an employee's personal vehicle shall be reimbursed provided appropriate documentation is submitted establishing the date and time, place, and purpose of the travel. Mileage shall be reimbursed at the current rate authorized by the state/IRS and shall be based on the shortest, most reasonable, route available.

Meals shall be reimbursed for the actual expense up to \$35 per day including the tip.

Tips paid by a school employee for meals associated with travel as defined in this policy are reimbursable for up to 15% of the cost of the meal provided the employee submits a receipt for the meal as part of an "accountable plan" for reimbursement. Tips are not allowed if an employee is reimbursed using a "per diem" plan.

Meal expenses incurred by the superintendent or other administrators as necessary, in the performance of their duties when meeting with state officials or consultants may be reimbursed on a prorated, per person basis in line with the mandates of this policy. Such expenses shall only be reimbursed when the expenditure is likely to result in a tangible benefit to the district.

Travel necessitating overnight lodging shall be reimbursed to the extent that it is not lavish and is reasonable based on circumstances of the expenditure. Proper documentation establishing the date and time, place, and purpose of the travel must be submitted along with a receipt for the overnight accommodations. To the extent practicable, employees shall receive assistance from administrators or their designee in arranging travel plans to help keep expenses to a minimum.



## **Expenses not covered**

The district shall not reimburse the following items/categories of expenses.

- Alcoholic beverages;
- Entertainment expenses – including sports or sporting events; pay per view or game expenses at motels;
- Replacement due to loss or theft;
- Discretionary expenses for items such as clothing or gifts;
- Medical expenses incurred while on route to or from or at the destination of the reason for the travel;  
and
- Optional or supplementary insurance obtained by the employee for the period covered during the travel.

## **Credit Cards**

Only those employees specifically issued credit cards to be used in the performance of their jobs to purchase goods, services, or supplies on behalf of the district shall be allowed to use such cards. Employees who incur reimbursable expenses as defined in this policy are expected to pay for them initially by any means they choose and then submit their request for reimbursement. The district assumes no responsibility for the payment of any personal credit card charges incurred by a district employee.

## **Airport Associated Expenses**

Receipts for airport associated expenses are required for reimbursement. All airline flights shall be by coach/economy class. Upon arrival at their destination, employees are expected to take the less expensive option between a taxi and an airport shuttle service to his/her hotel or meeting site. When circumstances dictate that a rental car is necessary and/or the most economical approach to the travel requirements, the least expensive car that will accomplish the job should be rented. The district shall not reimburse for any kind of rental car supplemental insurance.

Notes: The following IRS publications were used in the development of this policy:  
15-A, 15-B, 463, 535, and the Fringe Benefit Training Guide

Cross References:       3.20—CERTIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES  
                                  8.14— CLASSIFIED PERSONNEL REIMBURSEMENT OF TRAVEL  
                                  EXPENSES

Date Adopted:

Last Revised:





## 7.13—MANAGEMENT AND DISPOSAL OF DISTRICT PROPERTY

### Definitions

For the purposes of this policy, the following definitions apply:

“Commodities” are all supplies, goods, material, computers, software, machinery and other equipment purchased on behalf of the district having a useful life of more than one (1) year and an acquisition cost of one thousand dollars (\$1,000) or more per unit.

“Fair market value” means the amount a reasonable buyer would be willing to pay for a particular piece of property based on an objective set of criteria, which may include, but are not limited to: any improvements or damage to the property; the demand for similar property; the selling price for the property by the producer of the property or re-sale outlets; and the value of the property as determined by an independent appraiser.<sup>1</sup>

“Real property” is land and whatever is erected or affixed to land, such as structures or buildings.

“Surplus commodities” are those commodities that are no longer needed, obsolete, irreparable, or worn out.

“Surplus real property” is real property that is not presently needed or foreseen to be needed by the District, and that has been authorized for sale as surplus real property by vote of the School Board. Surplus real property may include unused or underutilized facilities.

“Trash” are those items that would otherwise belong to another category of goods or property defined in this policy, but which, due to the property’s age or an act of God, have less value than it would cost to repair the item. Examples could include, but are not limited to, fire damage, vehicle accidents, extreme age, and/or decline in value of the item.

“Unused or underutilized facility” means a school facility or other real property that:

- As a whole or in a significant portion, is not being used for a public educational, academic, extracurricular, or administrative purpose and the nonuse or underutilization threatens the integrity or purpose of the school facility or other real property as a public education facility; and
- Is not subject to either a lease to a third party for fair market value or an executed offer to purchase by a third party for fair market value as of July 30, 2017.

### General Policy

The District’s purchases of commodities shall be in accordance with Policy 7.5—PURCHASES AND PROCUREMENT and, to the extent applicable, the procurement requirements of any granting source of funding used to purchase the commodity. The Superintendent shall develop procedures governing the use, management, and dispersal of commodities. At a minimum, the procedures will cover the following topics:

- labeling all commodities<sup>2</sup>;
- establishing adequate controls to account for their location, custody, and security;
- annually auditing the inventory of commodities and updating a listing of such commodities to reconcile the audit with the district’s inventory records. The audit will be documented and account for any transfer and/or disposal of a commodity.



- Disposing of surplus commodities and surplus real property, whether purchased in whole or in part with federal grant funds or with local funds.

The disposal of school property must be for the benefit of the school district and consistent with good business principles.

### **Disposal of Surplus Commodities**

The Board of Directors recognizes that commodities sometimes become of no use to the District and thus meet this policy's definition of surplus commodities.

The Superintendent or designee(s) will determine the objective fair market value (FMV) of surplus commodities. The District will strive to dispose of surplus commodities at or near their FMV.<sup>3</sup>

The Superintendent may declare surplus any commodity with an FMV of less than one thousand dollars (\$1,000). Surplus commodities with an FMV of less than one thousand dollars (\$1,000) will be periodically sold by the most efficient, cost effective means that is likely to result in sales at or near FMV.

The Superintendent may submit a list of surplus commodities deemed to have a FMV of one thousand dollars (\$1,000) or greater to the Board of Directors for authorization to sell such surplus commodities. Once the Board of Directors has authorized the sale of such surplus commodities, the Superintendent or designee(s) may sell that surplus commodity as the need arises. Items with a FMV of one thousand dollars (\$1,000) or greater will be sold by the most efficient, cost effective means that is likely to result in sales at or near FMV. If the Superintendent chooses to dispose of the surplus items by bid, the Superintendent or designee may set a minimum or reserve price on any item, and may reject all bids. The Superintendent or designee is authorized to accept the high bid provided the high bid is at or near FMV without further Board action unless the high bid comes under the jurisdiction of Arkansas ethics legislation, in which case the provisions of A.C.A. §§ 6-24-101–107 would apply.

If attempts at public sales fail to produce any interested buyers or bidders, such remaining unsold commodities may then, at the discretion of the Superintendent, be disposed of as scrap or junk or be donated to appropriate charitable or education related entities. Computer or technology equipment will be cleansed of data prior to disposal.

### **Disposal of Surplus Real Property**

The Board of Directors recognizes that real property it owns sometimes becomes no longer of use to the District and thus meets this policy's definition of surplus real property.

By February 1 of each year, the District shall submit a report to the Division of Public School Academic Facilities and Transportation (Division) that identifies all unused or underutilized school facilities in the District and the unused or underutilized school facilities, if any, that are designated in the District's facilities master plan to be re-used, renovated, or demolished as part of a specific committed project or planned new construction project.



If the Division classifies a District facility or District real property as being unused or underutilized, the District may appeal the Divisions determination to the Commission for Public School Academic Facilities and Transportation (Commission).

The District shall make unused or underutilized public school facilities available for lease<sup>4</sup> for no more than FMV<sup>5</sup> to any open-enrollment public charter school (charter) located within the District's geographic boundaries that makes a request under the charter's statutory right of access unless the District makes an affirmative showing by a preponderance of the evidence to the Commission that:

1. The school facility, or the property to which the school facility is attached, will be needed by the District to accommodate future growth of the District; or
2. Use of the school facility or other real property by a charter would have a materially negative impact on the overall educational environment of an educational campus located within five hundred feet (500') of the school facility or other real property sought to be leased by the charter.

The terms of a lease executed between the District and a charter shall provide that the lease shall be cancelled and be of no effect if the charter:

- a. Fails to use the facility or other real property for direct student instruction or administrative purposes within two (2) years of the effective date of the lease;
- b. Closes, has its charter revoked, or has its charter application denied by the charter authorizer; or
- c. Initially uses the facility or other real property, but then leaves the facility or other real property unused for more than one hundred eighty (180) days.

If requested or agreed to by the charter, The District may sell the unused or underutilized facility or other real property to the charter for FMV.

If the District decides to sell, lease, or otherwise transfer ownership of a District facility, a charter<sup>6</sup> located within the District's geographic boundaries shall have a right of first refusal to purchase or lease the facility for FMV. The charter's right of first refusal shall continue for two (2) years after the date the District last used the school facility or other real property as an academic facility.

If the District decides to sell or lease a District facility or other real property that has been identified by the Division as an unused or underutilized school facility to a third party that is not a charter, then the District may not sell or lease the facility until the later of:

- Two (2) years after the date the facility or other real property is identified by the division as an unused or underutilized public school facility, so long as no charter has claimed a right of access or a right of first refusal; or
- Three (3) years from the date the District facility or other real property has been identified by the division as an unused or underutilized public school facility if the District designated the facility or other real property to be reused, renovated, or demolished as part of a specific committed project or planned new construction project in the District's facilities master plan.

The District may petition the division for a waiver of the time restrictions for the sale or lease of a District's unused or underutilized facility. The petition shall include a statement that the District believes that no charter would be interested in leasing or purchasing the unused or underutilized school facility. If the District receives a



waiver, the District may immediately sell, lease, or otherwise dispose of the unused or underutilized facility. The District may appeal the denial by the Division of a waiver to the Commission.

The Superintendent may submit a request to the Board of Directors for authorization to sell surplus real property. Once the Board of Directors has authorized the sale of such surplus real property, the Superintendent or designated individual(s) may sell that surplus real property as the need arises and this policy allows. The Superintendent or designee(s) shall be responsible for getting a determination of the objective FMV of surplus real property<sup>5</sup>. The district will strive to dispose of surplus items at or near their FMV. The real property may be listed for sale with a real estate broker, and the Superintendent or designated individual may contract on behalf of the district to pay the usual and customary sales commission for such transactions, upon sale of the property. If the Superintendent chooses to dispose of the surplus items by bid, the Superintendent or designee(s) may set a minimum or reserve price on any item, and may reject all bids. The Superintendent or designee is authorized to accept the high bid<sup>7</sup> provided the high bid is at or near FMV without further Board action unless the high bid comes under the jurisdiction of Arkansas ethics legislation, in which case the provisions of A.C.A. §§ 6-24-101–107 would apply.

If attempts at public sales fail to produce any interested buyers or bidders, such remaining unsold real property may then, if agreed to by the Superintendent and Board of Directors, be donated to appropriate education related entities, not-for-profit organizations, the county, city, or incorporated town in accordance with the provisions of state law.<sup>8</sup>

Items obtained with federal funds shall be handled in accordance with applicable federal regulations, if any.

The District may not make a part of the disposal of District real property a covenant that prohibits the sale or lease of former District facilities or other real property to a charter that is located within the District's geographic boundaries.

### **Disposal of Surplus Real Property After Consolidation**

Except as otherwise prohibited by this policy, real property of a consolidated school district that is no longer being used for educational purposes and has not been sold, preserved, leased, or donated two (2) years after the effective date of consolidation shall be made available for use by a publicly supported institution of higher education, a technical institute, a community college, a not-for-profit organization, a county, a city, or incorporated town by the Board of Directors for the following purposes:

- Having the real property preserved, improved, upgraded, rehabilitated, or enlarged by the donee;
- Holding of classes by statutorily authorized education related entities; or
- Providing community programs and beneficial educational services, social enrichment programs, or after-school programs.

### **Trash**

Trash, as defined in this policy, may be disposed of in the most cost efficient or effective method available to the district.



Notes: <sup>1</sup> One option when determining FMV is to see what the property's value is if the property is sold for salvage or scrap instead of putting the property up for general sale, which may even result in a higher FMV depending on the property in question.

<sup>2</sup> Due to federal monitoring and disposal requirements, we suggest differentiating the labeling of items purchased with federal funds from non-federal fund items.

<sup>3</sup> The FMV of items must be established prior to their disposal. The determination of the surplus commodity's FMV will determine whether the superintendent has to submit it to the board. You need to document how you reached FMV; Digital photos can be very useful, particularly if you decide FMV seems low.

The disposal of items purchased with federal grant funds is governed by the following requirements, which are located at 2 C.F.R. § 200.313(e):

*(e) Disposition. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:*

- (1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.*
- (2) Except as provided in § 200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.*
- (3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.*
- (4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.*

<sup>4</sup> A.C.A. § 6-21-815(c)(1) states "a school district shall make unused or underutilized public school facilities available for lease or purchase". We have elected to only include a requirement for the district to enter into a lease of the unused or underutilized property in the policy because A.C.A. § 6-21-815(c)(3)(A) allows the charter to petition the Commission to force a lease of the property but does not allow a similar forced sale of the property; this is a separate issue from the charter's right of first refusal if you decide to sell the property.



<sup>5</sup> The FMV of items must be established prior to their disposal. In the case of real property, this should be established by means of a survey and real estate appraisal by a licensed surveyor and appraiser performed within the preceding six (6) months.

The disposal of real property purchased with federal grant funds is governed by the requirements contained in 2 C.F.R. § 200.311, which states in part:

*(c) Disposition. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Federal awarding agency or pass-through entity. The instructions must provide for one of the following alternatives:*

*(1) Retain title after compensating the Federal awarding agency. The amount paid to the Federal awarding agency will be computed by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the non-Federal entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.*

*(2) Sell the property and compensate the Federal awarding agency. The amount due to the Federal awarding agency will be calculated by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the non-Federal entity is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.*

*(3) Transfer title to the Federal awarding agency or to a third party designated/approved by the Federal awarding agency. The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.*

<sup>6</sup> If there is more than one (1) charter located within the geographic boundaries of a school district, the charter authorizing panel will determine the charter that will have the right of first refusal.

<sup>7</sup> If a charter has a right of first refusal on the property to be sold and the charter was not the entity who made the high bid, the charter must be provided an opportunity to match the high bid. If the charter agrees to match the high bid, the charter's offer to match the high bid must be the bid that is accepted.

<sup>8</sup> A.C.A. § 6-13-111 and A.C.A. § 6-21-108 are the statutes that cover donating District property. Please keep in mind that selling below FMV has the same legal connotation as donating. A.C.A. § 6-13-111(c) and (d) establish a system for selling district owned real property that fails to draw a buyer at a previously established Fair Market Price. We suggest consulting the statute for assistance in such a situation. A.C.A. § 6-21-108 sets forth additional requirements for consolidated school districts that is included as a separate section later in the policy.



Legal References: A.C.A. § 6-13-111  
A.C.A. § 6-13-620  
A.C.A. § 6-21-108  
A.C.A. § 6-21-110  
A.C.A. § 6-21-803  
A.C.A. § 6-21-806  
A.C.A. § 6-21-815  
A.C.A. § 6-21-816  
A.C.A. § 6-24-101–107  
2 C.F.R. § 200.311  
2 C.F.R. § 200.313

Date Adopted:7.1.20  
Last Revised:

**Gentry Public School District Board Policies**  
Effective As Of July 1, 2021



The mission of the Gentry School District is to work with the community in providing safe and successful experiences for each student.



## 7.14—USE OF DISTRICT CELL PHONES AND COMPUTERS

Board members, staff, and students shall not be given cell phones or computers for any purpose other than their specific use associated with school business. School employees who use a school issued cell phone and/or computer for non-school purposes, except as permitted by District policy, shall be subject to discipline, up to and including termination. School employees may be issued District cell phones if their position requires the employee be available at all times for work related emergencies or the employee be available to speak with others on school related business when the employee is away from the office. Employees issued cell phones for such purposes may use the phone for personal use on an “as needed” basis.<sup>1</sup>

Students who use school-issued cell phones and/or computers for non-school purposes, except as permitted by Policy 4.47— POSSESSION AND USE OF CELL PHONES AND OTHER ELECTRONIC DEVICES, shall be subject to discipline, up to and including suspension or expulsion.

Except when authorized in the SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES policies of 3.51 and 8.24, all employees and students are forbidden from using school-issued cell phones while driving any vehicle at any time. Violation may result in disciplinary action up to and including:<sup>2</sup>

- Suspension for students; and
- Termination for employees.

Except when authorized in the SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES policies of 3.51 and 8.24, no employee or student shall use any device for the purposes of browsing the internet; composing or reading emails and text messages; or making or answering phone calls while driving a motor vehicle which is in motion and on school property. Violations may result in disciplinary action up to and including:<sup>3</sup>

- Suspension for students; and
- Termination for employees.

Notes: <sup>1</sup> The IRS has changed its position regarding the use of district issued cell phones for personal use for those employees who have a genuine **need** for a cell phone due to their job’s duties. Cell phones **cannot** be issued as a fringe benefit, but only as a “legitimate” need related to their job’s responsibilities. There is no longer a need to keep track of personal calls and claim their value as income. The district has the option of supplying the phone directly to the employee or of reimbursing the employee for the cost of his/her personal phone that is used for both District and personal purposes. Any such reimbursement can only be for the specific employee and not any other individuals associated with that employee’s cell phone plan. There has been no change to the use of school computers for personal purposes. Use of school issued cell phones and/or computers by board members or employees who do not meet the policy’s definition of eligibility for non-school purposes is considered income by the Internal Revenue Service. “Income” in this sense means the fair market value that the individual would have had to pay for the use of the cell phone or computer on the open market. Any board member, or employees who do not meet the policy’s definition of eligibility, who uses school-issued cell phones and/or computers for non-school purposes should be issued the appropriate IRS form (1099) stating the amount of income they have been paid by the district.





Please be aware that telephone records for both personal and school business calls of any school employee's district-provided cell phone can be requested and must be disclosed by the school district under the Arkansas Freedom of Information Act.

<sup>2</sup> This sentence is included because insurance companies have ruled that injuries occurring while driving and talking on school issued cell phones are subject to workers comp awards.

<sup>3</sup> This sentence was added due to the dangers involved for both drivers and pedestrians associated with distracted driving. A.C.A. § 27-51-1609 prohibits the use of a "wireless handheld telephone" while in a school zone for any purpose when that use is not hands free. While the policy language exceeds the statutory language, we believe the expanded language is important for the protection of students and employees alike.

Cross References:      3.34—LICENSED PERSONNEL CELL PHONE USE  
                                 3.51—SCHOOL BUS DRIVER'S USE OF MOBILE COMMUNICATION DEVICES  
                                 4.47— POSSESSION AND USE OF CELL PHONES AND OTHER ELECTRONIC DEVICES  
                                 8.24—SCHOOL BUS DRIVER'S USE OF MOBILE COMMUNICATION DEVICES  
                                 8.25— CLASSIFIED PERSONNEL CELL PHONE USE

Legal References:      IRC § 132(d)  
                                 IRC § 274(d)  
                                 IRC § 280F(d)(4)  
                                 IRS Publication 15 B  
                                 A.C.A. § 6-19-120  
                                 A.C.A. § 27-51-1504  
                                 A.C.A. § 27-51-1609

Date Adopted:7.1.20

Last Revised:



## 7.15—RECORD RETENTION AND DESTRUCTION

It is necessary to maintain district records in a manner that provides for efficient document storage and retrieval and is conducive to eliminating unnecessary record retention. Due to the variety of records that may need to be retained and accessed, the superintendent shall ensure that all staff receive appropriate training to understand this policy. Staff shall also understand the possible ramifications to the district and/or themselves for failure to properly maintain records and follow the requirements contained in this policy.

### Definitions

“Directly or directly interested” (“directly”) means receiving compensation or other benefits personally or to an individual’s household from the person, business, or entity contracting with the District.

“Indirectly or indirectly interested” (“indirectly”) means that a family member, business, or other entity in which the individual or a family member has a financial interest will receive compensation or benefits.

“Record” is defined for the purposes of this policy, as an item or items, whether electronic or material, that are created by, at the request of, or received by and purposefully retained by a board member, administrator, or employee in the ordinary course of District business. Examples include, but are not limited to:

- Any kind of correspondence;
- Calendars;
- Computer files and documents (which may include drafts);
- Telephone logs;
- Expense records;
- Audio or video recordings that are created for the purpose of monitoring the security of District property, the safety of District students, or open public meetings;
- Documentation related to transactions or contracts for:<sup>1</sup>
  - Services with Board members, administrators, employees, or members of their families covered under the statutorily defined ethical restrictions associated with a contract for services provided for the District involving a Board member, administrator, or employee who "directly or indirectly" benefits from the contract;
  - An exemption granted by the Division of Elementary and Secondary Education (DESE) from the statutorily defined ethical restrictions associated with a contract for employment or for services provided for the District that involves a District administrator, board member, or employee.

The superintendent shall be responsible for establishing a schedule for the routine destruction of district records that accommodates the needs of the district. The schedule shall specify the length of retention for any records not specifically delineated by this policy and be distributed to staff on a need-to-know basis according to their respective employment duties and responsibilities. The schedule should accommodate the need for records to be stored as a blend of printed, bound and electronically recorded (e.g., audio tape, video tape, micro-fiche, computer disk) material. The superintendent or designee shall ensure the effective and efficient securing, cataloging, storing, and appropriate scheduled destruction of all records.

The following records categories shall be retained for the time specified.

- a. Board of Education Minutes – forever



- b. Personnel files – forever
- c. Student files – until the student receives a high school diploma or its equivalent, or is beyond the age of compulsory school attendance<sup>2</sup>
- d. Student records of attendance/graduation – forever<sup>3</sup>
- e. Financial Records – five (5) years<sup>4</sup>
- f. Documentation, including letters of approval, related to transactions or contracts for services covered by this policy and Arkansas statutes for Board members or members of their families or for waivers granted to District employees - thirteen years<sup>5</sup>
- g. Documentation relating to payments or reimbursements made by a vendor on behalf of a board member, administrator, or employee for travel, lodging, food, registration, entertainment, or other expenses<sup>6</sup> – Three (3) years
- h. Employment applications, including applicant lists, applicant interview evaluations, documentation in response to requests for reasons for a failure to be interviewed and/or hired, and hiring determinations - five (5) years<sup>7</sup>
- i. Expenditures made with federal grant monies<sup>8</sup> – governed by the terms of each grant
- j. Video Surveillance Recordings – the timeline established in Policy 4.48—VIDEO SURVEILLANCE AND OTHER STUDENT MONITORING
- k. Emails – The length of time set in the District’s Information Technology Security procedures<sup>9</sup>
- l. Documents filed with the IRS, including those required in Policy 7.23-Health Care Coverage and the Affordable Care Act – four (4) years
- m. Statewide assessment security agreement – Three (3) years
- n. Recordings of open public meetings – One (1) year
- o. Reports and related documentation filed with the Auditor of State on abandoned property – Ten (10) years
- p. Record of each query made of the Federal Motor Carrier Safety Administration Commercial Driver's License Drug and Alcohol Clearinghouse and the results of each query – Three (3) years
- q. Employee consent to query the Federal Motor Carrier Safety Administration Commercial Driver's License Drug and Alcohol Clearinghouse – Three (3) Years from the latest query
- r. Reports from the Commercial Driver Alcohol and Drug Testing Database of the Office of Driver Services of the Arkansas Department of Finance and Administration – Three (3) years
- s. Records required by the District’s sexual harassment policies – seven (7) years

The superintendent or designee shall be responsible for determining when there is a need to interrupt the routine destruction of records.<sup>10</sup> When the superintendent or designee makes the decision to cease the routine disposal of records, staff affected by the decision shall be promptly informed of the decision and of the nature of records that are to be retained; such records shall be retained until the superintendent or designee has authorized their destruction. Employee training on the district’s records retention schedule shall specifically include information on the records that may need to be retained due to pending disciplinary or legal actions that otherwise would be subject to routine disposal. If an employee has doubt about the need to retain any record otherwise scheduled for destruction, he/she shall consult with the superintendent or designee prior to destroying such records.<sup>11</sup>

The records’ storage system devised by the superintendent and designee(s) shall be organized in a manner that enables the efficient retrieval of data and documents. The district shall have adequate backup of electronically



stored critical data.<sup>12</sup> The system shall be communicated to employees in a manner that enables them to understand and follow the system's requirements.

In retaining and destroying records, no employee shall:

- Destroy, alter, mutilate, conceal, cover up, falsify, or make a false entry in any record that may be connected to a disciplinary matter or lawsuit or to a matter within the jurisdiction of a federal or state agency, in violation of federal law and regulations or state law and rules.
- Alter, destroy or conceal a document, or attempt to do so, with the intent to impair the document's availability for use in a disciplinary matter, lawsuit or an official proceeding or otherwise obstruct, influence or impede any lawsuit or official proceeding, in violation of federal law and regulations or state law and rules.
- Retaliate or discriminate against an employee who refuses to violate this policy or to coerce or threaten an employee to violate this policy.

Failure to follow the requirements set forth in this policy may result in disciplinary action against the employee(s), up to and including termination. The district's board of directors prohibits and will not tolerate any form of reprisal, retaliation or discrimination against any employee who, in good faith, has attempted to comply with this policy.

Notes: <sup>1</sup> While A.C.A. § 6-24-105(b)(1)(A)(i) permits a district to employ a Board member's family member for up to \$5,000, and (c)(2)(A)(i) permits a district to enter into a non-employment contract with a board member's family member for up to a \$10,000 limit, during the total tenure of the Board member without the District having to receive waivers for such employment, the need to retain documentation for all compensation exists if for no other reason than to establish when the limit may be reached.

<sup>2</sup> These are the records required to be maintained during a student's attendance at your district and must be aligned with Policy 4.38—PERMANENT RECORDS.

<sup>3</sup> This is limited to the dates a student attended school in your district and if the student earned a diploma. This is information students and adults need from time to time to prove they lived somewhere or to enroll in a college, for security clearances, or for background checks.

<sup>4</sup> This is a suggested length of time. The minimum time your district must keep financial records (specifically original receipts of district expenditures) is until the records have been audited. In setting up your retention schedule, you might consider the warranty and/or depreciation schedule of the items purchased and keep all financial records until, at a minimum, the warranty has expired or the item has been fully depreciated. As with all other retention schedules, relevant data must be retained if there is pending litigation or the likelihood of litigation until the matter is resolved.

<sup>5</sup> A.C.A. § 6-24-115 makes it a criminal act to violate the statutes governing Board member and District employees' ethical behavior. A.C.A. § 5-1-109(c)(2) allows for a public servant to be charged for felonious conduct for up to ten years after the officer leaves office or the violation should have been discovered (whichever comes first), but this can be extended by an additional three years if the individual is out of state for a continuous period under A.C.A. § 5-1-109(g). Employees are included in



the definition of public servants so the same retention requirements apply to both Board members and employees.

<sup>6</sup> DESE's rules only require all documentation to be retained for an individual if the **total** amount of the payments or reimbursements from vendors the individual receives during the fiscal year amount to three hundred dollars (\$300) or more. We recommend retaining the documentation on **all** individuals regardless of whether the dollar amount was reached.

<sup>7</sup> The requirements contained within A.C.A. § 21-3-302 and 303 necessitate the addition of this record retention category. The five (5) year retention length is not required by statute but is recommended. Any civil suit that would require the documents included in the employment application would be barred after five (5) years by A.C.A. § 16-56-115. Retention for the five years would assure you had the necessary records if a suit was filed during that time.

<sup>8</sup> We suggest making this determination on a case-by-case basis using the latest of: the terms required by the grant, any related litigation is concluded, the records have been audited, or the 5 year statute of limitations for contracts has expired.

<sup>9</sup> **Routine** deletion of records, email or other records, is not a problem **so long as** prompt action is taken to stop the deletion relating to matters that common sense and/or previous experience indicates could result in legal and/or disciplinary action. In districts that have routine deletion settings for electronic devices, the person responsible for halting the routine destruction of district records will need to inform the district's Network Administrator (or equivalent) when events trigger the need to retain information that would otherwise be routinely deleted.

<sup>10</sup> Due to the potential adverse repercussions for the failure to cease the destruction of such records, the person responsible for making a "cessation" decision should be close to the source of the cause precipitating the cessation. When an incident occurs that common sense and/or previous experience indicate could result in legal and/or disciplinary action, the routine destruction of district records relating to the incident must be suspended until such time as the legal or disciplinary action, or the likelihood of such action, has concluded. The Federal Rules of Civil Procedure (FCRP) as amended in December of 2006 specifically require litigants to be able to produce pertinent electronically stored information (ESI). FCRP's Rule 37(f) specifically acknowledges the need for routine deletion of records. The issue becomes one of a "good faith" effort to stop record destruction when necessary. The committee's (responsible for developing the rules) notes on this matter state:

*When a party is under a duty to preserve information because of pending or reasonably anticipated litigation, intervention in the routine operation of an information system is one aspect of what is often called a 'litigation hold.' Among the factors that bear on a party's good faith in the routine operation of an information system are the steps the party took to comply with a court order in the case or party agreement requiring preservation of specific electronically stored information.*

Records that cannot be produced in a timely manner and/or have been destroyed when common sense and/or previous experience indicated legal and/or disciplinary action could result can cause the district unnecessary and expensive trouble. Besides the inevitable bad public relations of having destroyed records that, the press will be sure to point out, obviously should have been retained, there can also be



significant financial costs and/or penalties for the process of attempting to retrieve the records. ASBA would like to stress that deleting electronic records doesn't really get rid of them until they have been overwritten several times by new entries. The process of getting to the supposedly deleted records can be a costly one.

<sup>11</sup> If there is any doubt concerning the need to retain, prudence would dictate retention.

<sup>12</sup> While there is a need and/or a place for different formats of document storage/retention (paper, audio tape, video tape, micro-fiche, computer disk), the space required for records storage quickly tilts the equation in favor of electronic methods to the maximum extent possible. The vast majority of documents can be transferred electronically (if created electronically) or scanned into a digital format (if created on paper) and stored on external hard drives, firewalls, servers, tape drives, CDs or DVDs. While this method/process is not free, it can be relatively inexpensive and quite possibly save the district money in the long run when stored records are needed. Consult with your district's technology person to devise the system that will best meet your district's needs, but here are a few points to consider. 1) When scanning, store the documents as PDFs which uses little memory space. If you do the scanning in an Optical Character Recognition (OCR) format, the final documents can be stored in a data base and searched which can save you many hours and much frustration when you need to retrieve something (which is, after all, the reason for the storage). 2) Make multiple copies of the stored documents on separate external storage devices and store the duplicate devices at separate locations to ensure the survival of at least one copy if there is a fire or natural disaster that destroys one of the storage sites. This should be included as part of the district's Disaster Recovery Plan. 3) It is important to remember that technology gets old and obsolete. This necessitates that you establish a schedule or a trigger for the updating of the stored data/documents that are to be retained for more than 10 years. For example, CDs and external hard drives are being replaced with storage servers or cloud-based storage. In short, you need to include file format update/upgrades as part of your district's technology plans.

#### Cross References

1.22—RECORDING OF BOARD MEETINGS  
3.19—LICENSED PERSONNEL EMPLOYMENT  
3.26—LICENSED PERSONNEL SEXUAL HARASSMENT  
4.27—STUDENT SEXUAL HARASSMENT  
4.48—VIDEO SURVEILLANCE AND OTHER STUDENT MONITORING  
7.16—INFORMATION TECHNOLOGY SECURITY  
7.18—DISPOSAL OF NON-NEGOTIATED CHECKS OR UNCLAIMED PROPERTY  
8.13—CLASSIFIED EMPLOYMENT  
8.20—CLASSIFIED PERSONNEL SEXUAL HARASSMENT

#### Legal References:

A.C.A. § 5-1-102  
A.C.A. § 5-1-109(c)(2), (g)  
A.C.A. § 6-13-619  
A.C.A. § 6-17-104



A.C.A. § 6-17-2301  
A.C.A. § 6-18-901  
A.C.A. § 6-24-102(8)(15)  
A.C.A. § 6-24-105(d)  
A.C.A. § 6-24-106(c)(6)  
A.C.A. § 6-24-107(c)  
A.C.A. § 6-24-115  
A.C.A. § 18-28-211  
A.C.A. § 21-3-302, 303  
A.C.A. § 25-19-106  
A.C.A. § 27-23-207  
DESE Rules Governing Ethical Guidelines and Prohibitions for Educational  
Administrators, Employees, Board Members, and Other Parties  
DESE Rules Governing the Arkansas Educational Support and Accountability Act  
26 C.F.R. § 31.6001-1  
34 C.F.R. § 99.2  
34 C.F.R. § 106.45  
49 C.F.R. § 382.701  
49 C.F.R. § 382.703  
Federal Rules of Civil Procedure Numbers 16, 26, 33, 34, 37, and 45

Date Adopted:7.1.20

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**Gentry Public School District Board Policies**  
Effective As Of July 1, 2021



The mission of the Gentry School District is to work with the community in providing safe and successful experiences for each student.



## 7.16—INFORMATION TECHNOLOGY SECURITY

The superintendent shall be responsible for ensuring the district has the necessary components in place to meet the district's needs and the state's requirements for information technology (IT) security. To aid the superintendent in creating, monitoring, and updating the District's IT Security system, the superintendent shall appoint an information security officer (ISO). The ISO shall be responsible for:

- a) Overseeing the District-wide IT security system;
- b) Development of District IT policies and procedures;
- c) Development and leading of employee training on the IT Security requirements;
- d) Ensuring compliance with the adherence to the Division of Elementary and Secondary Education (DESE) IT Security standards.

The ISO shall work with other IT staff, the superintendent, and district management appointed by the superintendent to develop a District IT Security system necessary to meet the requirements of this policy and DESE's standards. The IT security system shall contain the necessary components designed to accomplish the following:

1. The District IT security system shall contain mechanisms, policies, procedures, and technologies necessary to prevent disclosure, modification, or denial of sensitive information.

For the purposes of the IT Security system, "sensitive data" is any and all student and employee data that is either personally identifiable information (PII) or any non PII information that, if assembled together, would allow a reasonable person to identify an individual. Sensitive data includes, but is not limited to:

- Student personally identifiable information, except as allowed by the Family Educational Rights and Privacy Act (FERPA); and
- Employee personally identifiable information, except as required by Ark. Code Ann. § 6-11-129.

All District employees having access to sensitive information shall receive annual IT security training, which shall emphasize the employee's personal responsibility for protecting student and employee information.

2. Physical access to computer facilities, data rooms, systems, networks and data will be limited to those authorized personnel who require access to perform assigned duties.

User workstations shall not be left unattended when logged into sensitive systems or data that includes student or employee information. Workstation settings shall be set for automatic log off and require a password for the system to restore from screensavers.

All equipment that contains sensitive information shall be secured to deter theft. No sensitive data shall be retained on laptops and/or remote devices (home computer, thumbdrives, cell phones, CDs, etc.) unless it is encrypted in accordance with the Arkansas State Security Office's Best Practices.

Server rooms and telecommunication rooms/closets shall be protected by appropriate access control. The rooms shall be segregated from general school or District office areas to restrict access. Server room access control





shall be enforced using specific keys to allow unescorted access only to IT or management staff who require the access to perform their job functions.

3. Network perimeter controls will be implemented to regulate traffic moving between trusted internal (District) resources and external, untrusted (internet) entities. All network transmission of sensitive data shall enforce encryption where technologically feasible.

The District shall maintain a network configuration management program that includes at a minimum:

- a) A network diagram identifying all connections, addresses, and purpose of each connection including management approval of all high risk internet facing ports such as mail (SMTP/25), file transport protocol (FTP/20-21), etc.
- b) All public facing (internet) servers and workstations segmented on a demilitarized zone (DMZ) that keeps them separate from the internal District network. Segmentation shall be through VLAN assignments and firewall rules.

All wireless access shall require authentication. The DISTRICT wireless networks will deploy network authentication and encryption in compliance with the Arkansas State Security Office's Best Practices. Scans for rogue wireless devices will be conducted at a minimum monthly. Any Rogue wireless device shall be disabled.

Remote access with connectivity to the District internal network shall be achieved using encryption. Appropriate WARNING BANNERS shall be implemented for all access points to the District internal network.

4. System and application access will be granted based upon the least amount of access to data and programs required by the user in accordance with a business need-to-have requirement.

The District shall enforce strong password management for:

- Employees and contractors as specified in Arkansas State Security Office Password Management Standard.
- Students as specified in Arkansas State Security Office K-12 Student Password Management Best Practice.

User access shall be limited to only those specific access requirements necessary for an employee to perform his/her job functions. Where possible, segregation of duties shall be utilized to control authorization access.

User access shall be granted and terminated upon timely receipt of a documented access request/termination. All access requests shall require approval by the ISO or designee. Ongoing access shall be reviewed for all users at a minimum annually.

Audit and log files shall be generated and maintained for at least ninety (90) days for all critical security-relevant events, including but not limited to:

- Invalid logon attempts;
- Changes to the security policy/procedures; and
- Failed attempts to access objects by unauthorized users.



IT administrator privileges for operating system(s), database(s), and applications shall be limited to the minimum number of staff required to perform these sensitive duties.

5. Application development and maintenance for in-house developed student or financial applications will adhere to industry processes for segregating programs and deploying software only after appropriate testing and management approvals.

Any custom-built student or financial applications or supporting applications that interface, integrate with, or provide queries and reporting to/from student or financial systems shall be developed using a system development life cycle approach that incorporates at a minimum:

- a) Planning, requirements, and design;
- b) User acceptance testing (UAT);
- c) Code reviews; and
- d) Controlled migration to production.

Any changes to core or supporting applications that provide student or financial processing or reporting shall be implemented in a controlled manner that includes at a minimum:

- Documentation of any change, including changes to both infrastructure and application;
- Management approval of all changes; and
- Controlled migration to production, including testing as appropriate.

6. Monitoring and responding to IT related incidents will be designed to provide early notification of events and rapid response and recovery from internal or external network or system attacks.

The District shall develop and maintain an incident response plan to be used in the event of system compromise that shall include:

- a) Emergency contacts,
- b) Incident containment procedures; and
- c) Incident response and escalation procedures.

7. To ensure continuous critical IT services, the District ISO will develop a business continuity/disaster recovery plan appropriate for the size and complexity of the District IT operations.

The district-wide business continuity plan shall include at a minimum:

- Procedures for performing routine backups at least weekly and the storage of backup media at a secured location other than the server room or adjacent facilities. Backup media shall be stored off-site a reasonably safe distance from the primary server room and retained in a fire resistant receptacle.
- A secondary backup processing location, such as another School or District building, shall be identified.
- A documented calling tree with emergency actions to include:
  - Recovery of backup data;
  - Restoration of processing at the secondary location; and
  - Generation of student and employee listings to ensure an accurate head count.



8. Server and workstation protection software will be deployed to identify and eradicate malicious software attacks such as viruses, spyware, and malware.

Spyware and virus protection software shall be installed, distributed, and maintained on all production platforms, including:

- a) File/print servers;
- b) Workstations;
- c) Email servers;
- d) Web servers; and
- e) Application and database servers.

Malicious software protection shall include:

- Weekly update downloads;
- Weekly scanning;
- The malicious software protection to be in active state (realtime) on all operating servers/workstations.

All security-relevant software patches shall be applied within thirty (30) days and critical patches shall be applied as soon as possible.<sup>5</sup>

Notes: <sup>1</sup> More information on FERPA may be found in Policy 4.13—PRIVACY OF STUDENTS' RECORDS/ DIRECTORY INFORMATION.

More information, including a copy of DESE's IT Security Policy, may be found at <https://adedata.arkansas.gov/security>.

Legal References: Commissioner's Memo RT-15-010  
A.C.A. § 4-110-101 et seq.

Date Adopted:7.1.20

Last Revised:



## 7.17—FOOD SERVICE PREPAYMENT

### Meal Charges

Option 1: The district does not provide credit for staff or students to charge for meals, a la carte, or other food and beverage items available for purchase in the school food service areas. Meals, a la carte, or other food and beverage items may be purchased by either providing payment for the items at the time of receipt or by having a prepaid account with the District that may be charged for the items. Staff and parents, or students choosing to do so, may pay in advance for meals, a la carte, or other food and beverage items through any of the following methods:

- Submitting cash or check payment at any school in the district or any cafeteria in the district.
- Depositing funds through the District's online service; [EZSchoolPay](#)

A student's parents will be contacted by authorized District personnel regarding a student's prepaid account balance at the following times: When the account reaches a zero or negative balance.

### Unpaid Meal Access

In accordance with Arkansas law, the District allows students whose accounts do not have enough funds to purchase a meal to receive an unpaid reimbursable meal at no charge. The District will notify a student's parents:

- When the student's prepaid account balance has dropped to the point that the student will begin receiving unpaid meals;
- Each time the student receives the first unpaid meal after money has been deposited into the student's prepaid account; and
- After the student has received five (5) unpaid meals.

Students who have submitted proper documentation to receive a meal modification in accordance with Policy 4.50—SCHOOL MEAL MODIFICATIONS shall receive the same type of modification for an unpaid meal.

Notes: This policy is similar to policy 4.51. If you change this policy, please review 4.51 at the same time to ensure applicable consistency between the two.

A copy of this policy must be communicated in writing at least once to all households at the start of each school year and to households of students who transfer to the school during the school year. Some suggestions on communication methods are to include a copy of the policy in:

- Student enrollment materials;
- Print versions of student handbooks; or
- Notification methods on applying for free or reduced price meals.

The United States Department of Agriculture (USDA) does not consider providing a copy of this policy only in electronic format to satisfy the communication requirement.

A written copy of this policy must be provided to all staff responsible for policy enforcement. This includes:



- A. School food service professionals;
- B. Staff involved in notifying families of low prepaid account balances;
- C. School social workers;
- D. School nurses; and
- E. The LEA homeless student liaison.

Legal References: Commissioner's Memo CNU-17-003  
Commissioner's Memo CNU-17-024  
A.C.A. § 6-18-715

Date Adopted:8.1.19

Last Revised:

**Gentry Public School District Board Policies**  
Effective As Of July 1, 2021



The mission of the Gentry School District is to work with the community in providing safe and successful experiences for each student.



## 7.17.1—EXCESS FOOD

### Definition

“Excess food” means any food that remains after the serving of breakfast and lunch to students during the school day; however, “excess food” does not include any food that has expired, been opened, or been consumed.

Excess food shall be handled in accordance with U.S. Food and Drug Administration regulations and Arkansas Department of Health rules.

### Excess Food Sold a la carte

Excess food may be sold a la carte no later than the day immediately following the day the excess food was served in the District’s school meal service.

### Donation of Excess Food

When it is not feasible for the District to reuse excess food, excess food may be donated to a non-profit organization, such as a community food bank, homeless shelter, or other nonprofit charitable organization.

The District’s Child Nutrition Director (Director), after consultation with and approval by the superintendent, may identify a nonprofit “partner” that will accept the District’s excess food. Before the District may donate food to the nonprofit partner, the Director shall obtain a copy of the nonprofit partner’s 501(c)(3) documentation and contact information for use when excess food is available for donation.

Whenever excess food is donated, the Director shall document all of the following on the form provided by the Child Nutrition Unit:

1. What, how much and when excess food donations are made;
2. Who picks up the excess food for the nonprofit partner, including a signature along with the date and time of the pick up; and
3. Signature of the child nutrition staff when excess food is donated to the nonprofit partner.

Following the donation of excess food, the Director shall:

- a. Monitor excess food donations;
- b. Report excess food cost to administration; and
- c. Revise planned production and menus to minimize excess food.

The nonprofit partner shall agree to provide the District’s students the first opportunity to receive the donated excess food. The superintendent, Director, and nonprofit partner shall work together to adopt procedures for the providing of excess food to the District’s students.



Legal References:      A.C.A. § 6-18-716  
                                 Commissioner's Memo CNU-16-033  
                                 7 C.F.R. § 210.10  
                                 7 C.F.R. § 210.11

Date Adopted:7.1.20

Last Revised:

**Gentry Public School District Board Policies**  
**Effective As Of July 1, 2021**



The mission of the Gentry School District is to work with the community in providing safe and successful experiences for each student.



## **7.18—DISPOSAL OF NON-NEGOTIATED CHECKS OR UNCLAIMED PROPERTY**

State law specifies how the district is to dispose of retained funds in the form of issued but non-negotiated checks that have not been presented for payment within one (1) calendar year. The district shall dispose of these retained funds in accordance with the law and remit the amount of all non-negotiated checks to the Unclaimed Property Division of the Arkansas Auditor’s Office.

The district shall make a good faith effort to return physical items that have been left on district property to their rightful owners. When contact information is known for the owner of an item of a non-perishable nature left at the district, the district shall use the information to attempt to contact the owner to inform him/her of the location of the item. Owners of such items shall be given at least three (3) weeks to pick up the item he/she left at the district. If the owner fails to pick up the item within the time allotted, the district may dispose of the item in a manner of its choosing.

The district is under no obligation to retain an abandoned, perishable item left on district property.

Notes: The state auditor’s website, [auditor.ar.gov](http://auditor.ar.gov), has a section that does a good job of explaining the requirements.

Legal References:      A.C.A. § 18-28-201  
                                  A.C.A. § 18-28-202(a)(11), (c), (d)  
                                  A.C.A. § 18-28-204  
                                  A.C.A. § 18-28-206  
                                  A.C.A. § 18-28-207  
                                  A.C.A. § 18-28-208(a)  
                                  A.C.A. § 18-28-210(b)(c)  
                                  A.C.A. § 18-28-217  
                                  A.C.A. § 18-28-221(a)  
                                  A.C.A. § 18-28-224

Date Adopted:7.1.20

Last Revised:





## 7.19—SERVICE ANIMALS IN DISTRICT FACILITIES

In accordance with the provisions of the Americans with Disabilities Act and Arkansas statutes, service dogs and trained miniature horses (service animals) are permitted for use by individuals with disabilities on district property and in district facilities provided the individuals and their animals meet the requirements and responsibilities covered in this policy.

When an individual with a disability seeks to bring a service animal into a district facility, the district is entitled to ask the individual:

- a. If the animal is required because of a disability; and
- b. What work or task has the animal been trained to perform.

While the district is not entitled to ask for documentation that the animal has been properly trained, the individual bringing the animal into a district facility will be held accountable for the animal's behavior.

Any service animal brought into a district facility by an individual with a disability must have been trained to do work or perform tasks for the individual. The work or tasks performed by the service animal must be directly related to the handler's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

Individuals with disabilities shall be permitted to be accompanied by their service animals in all areas of a public entity's facilities where members of the public, participants in services, programs or activities, or invitees, as relevant, are allowed to go.

A service animal shall be under the control of its handler. A service animal shall have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control by means of voice control, signals, or other effective means.

A service animal shall be groomed to prevent shedding and dander and shall be kept clean of fleas and ticks.

District staff may ask an individual with a disability to remove a service animal from the premises if:

1. The animal is out of control and the animal's handler does not take effective action to control it;
2. The animal is not housebroken; or
3. Making reasonable accommodations for the service animal's presence would fundamentally alter the nature of the service, program, or activity.



If the district excludes a service animal due to the reasons listed above, the district shall give the individual with a disability the opportunity to participate in the service, program, or activity without having the service animal on the premises.

The District and its staff are not responsible for the care or supervision of a service animal brought onto district property or into district facilities by an individual with a disability. Students with service animals are expected to care for and supervise their animal. In the case of a young child or a student with disabilities who is unable to care for or supervise the service animal, the parent is responsible for providing care and supervision of the animal. Prior to working in the school, any person responsible for providing care and supervision of the animal must go through the same process for background checks as required of all employees of the school system.

The District shall not ask or require an individual with a disability to pay a surcharge, even if people accompanied by pets are required to pay fees, or to comply with other requirements generally not applicable to people without pets.

Individuals should be aware that under Arkansas law the misrepresentation of an animal as a service animal or a service animal in training to a person or entity operating a public accommodation may subject the individual to a civil penalty.

Notes: The Department of Justice has published an FAQ on service animals. A copy may be found on the Policy Resources Page at <https://arsba.org/policy-resources>.

Legal References:       28 CFR § 35.104  
                                  28 CFR § 35.136  
                                  28 C.F.R. § 36.302  
                                  A.C.A. § 20-14-304  
                                  A.C.A. § 20-14-308  
                                  A.C.A. § 20-14-314

Date Adopted:11-12-2018  
Last Revised:



## 7.19.1—THERAPY ANIMALS

### Definitions

“Therapy animal” means an animal that is a graduate of a program through an assistance dog organization that is a member of Therapy Dogs International or a similar nonprofit organization that attempts to select the highest standard of training for animals for the purpose of emotional support, well-being, comfort, or companionship to school district students. Therapy animals are the personal property of a school district employee or volunteer and are not owned by the school district. Therapy animals do not meet the definition of “service animals” under the Americans with Disabilities Act.

“Therapy animal handler” means an employee of the school district or volunteer who has received training and passed an evaluation from Therapy Dogs International or a similar nonprofit organization for handling a specific therapy animal and who will be handling and overseeing care of that specific therapy animal for the entire time the animal is on a District campus.

The District recognizes that specially trained therapy animals can provide educational benefits for District students. District staff who wish to have therapy animals made available to students shall submit a plan to the building principal. The proposal shall address all of the following areas:

1. The location for the therapy animal to be kept when the therapy animal is on campus, which must meet all of the following conditions:
  - a. Direct access to the outdoors to permit the therapy animal to enter and exit the building without using the building’s interior hallways;
  - b. Free of an intake for the building ventilation system or an independent ventilation system;
  - c. Non-porous surfaces, including carpet-free floors, for easy hair removal, cleaning, and sanitation;
2. The proposed therapy animal or the therapy animal service provider:
  - a. The certification the proposed therapy animal has received, including the training required to receive the certification;
  - b. The credentials of the certification providers;
  - c. Copy(ies) of the temperance evaluation (s) of the proposed therapy animal;
  - d. The credentials of the temperance evaluator(s);
  - e. Proof Demonstrating the therapy animal is current on all vaccinations;
3. Students:
  - a. The set(s) of students whom the therapy animal is intended to serve;
  - a. Proposed training to be provided to students on the appropriate behavior and treatment of the therapy animal;
  - b. Consequences for inappropriate treatment of the therapy animal;
  - c. The anticipated goals for and intended uses of the therapy animal;
4. The therapy animal’s handler must provide:
  - a. The individual(s) who will be responsible for handling the therapy animal;
  - b. Training obtained by the proposed handler(s);
  - c. The credentials of the providers of the handler’s training;



- d. Proposed schedule for the handler(s) to provide necessary care for the therapy animal, including exercise, feeding, watering, bodily functions, and any cleanup resulting from caring for the animal; and
- e. Proof of an insurance policy that provides liability coverage for the therapy animal while on District property.

The building principal may reject the proposal if:

- The proposal does not meet the requirements of this policy;
- The principal does not perceive any educational benefit to be achieved based on the information contained in the proposal;
- The building principal believes that the time required to meet the needs of the therapy animal is inconsistent with the assigned duties of the school employee(s) proposed as the therapy animal's handler(s); or
- The proposal is otherwise inconsistent with the needs of the school or school building.

The building principal shall submit any proposal the principal desires to be approved to the superintendent, or designee, for final review and approval. If the superintendent, or designee, approves the proposal, the superintendent, or designee, shall submit written approval for an individual documented therapy animal or for a therapy animal service before the individual animal or an animal provided by the therapy animal service may be present on a District campus.

Any approved therapy animal program may have its approval suspended or curtailed, at any time, for any reason. District employees shall not receive any additional pay, stipend, or compensation for providing the therapy animal or for being the handler and/or the owner of the therapy animal. The supervision and care of the approved therapy animal is solely the responsibility of the therapy animal handler(s) when the therapy animal is on a District campus. The therapy animal handler will assume full responsibility and liability for any damage to school district property or injury to district staff, students, or others while the therapy animal is on a District campus. The therapy animal handler must maintain an insurance policy that provides liability coverage for the therapy animal while on District property.

Approved therapy animals must be clean, well groomed, in good health, house broken, and be current on all vaccinations and immunizations. An approved therapy animal shall have appropriate identification identifying it as a therapy animal at all times while on District property. The therapy animal shall be under the control of the therapy animal's handler(s) at all times, which requires the therapy animal be attached to the therapy animal's handler by means of a leash or harness whenever the therapy animal is on District property and outside of its designated room.

The building principal is to receive a verbal report within fifteen (15) minutes of any act of aggression or defensive behavior by the therapy animal towards a human, which includes vocalizations such as growling, or any aggressive or inappropriate behavior by a student directed toward a therapy animal. A full written incident report shall be submitted to both the building principal and the superintendent, or designee, before the close of the following school day. An act of aggression or defensive behavior by a therapy animal shall result in:

- An immediate end of the current student's session with the therapy animal;



- The prohibition of any further interactions between the therapy animal and students for the remainder of the school day; and
- Exclusion of the therapy animal from campus until the superintendent, or designee, completes an investigation and authorizes the therapy animal's return to campus.

At no time will a therapy animal be taken through a District building to meet with a student. Students who have time scheduled with a therapy animal shall go to the room where the therapy animal is located. A student shall not schedule or attend a session with the therapy animal until the student's parents, or the student if over eighteen (18) years of age, provides written authorization for the student to use the services of a therapy animal.

If a student demonstrates symptoms of an allergic reaction during or after a session with the therapy animal, the student's parents shall receive written notification of the possibility of their student's allergy and that the student shall not have any future sessions with the therapy animal. If other student's in the same classroom demonstrate symptoms of an allergic reaction following a student's return to class after a session with the therapy animal, no further sessions with the therapy animal shall be scheduled for students in that classroom and the parents of a student who demonstrated symptoms of an allergic reaction shall receive written notification of their student's possible allergy.

This policy is not intended to, and does not, allow students, parents, or staff to bring emotional support animals onto any District campus. Individuals who bring an animal onto a District campus that does not meet the definition of a service animal under policy 7.19—SERVICE ANIMALS or that has not been approved under this policy shall be asked to leave campus. Repeated violations may result in disciplinary or legal action.

Cross Reference: 7.19—SERVICE ANIMALS

Date Adopted: 11-12-18

Last Revised:



## 7.20—ELECTRONIC FUND TRANSFERS

District funds shall only be disbursed by the district treasurer upon the receipt of checks or warrants signed by the District Board of Directors' Disbursing Officer and the Superintendent or through the electronic transfer of funds. Any electronic transfer of funds must be initiated by the District and authorized in writing by both the Disbursing Officer of the school district Board of Directors and the Superintendent.

For the purposes of this policy, “initiated by the District” means the District controls both the timing and the amount of the funds transfer.

The district treasurer shall maintain evidence of authority for the disbursement in the form of invoices, payrolls that conform with written contracts on file in his/her office, or other appropriate documentation indicating an authority to disburse District funds.

“Other appropriate documentation” includes one-time, signed authorization for recurring transactions. The Board of Directors Disbursing Officer must pre-authorize the electronic transfer of funds for non-recurring transactions, which can be accomplished by a signed authorization or an email authorizing such a disbursement of funds.<sup>1</sup>

Notes: <sup>1</sup> Commissioner's Memo Com-12-036 suggests the use of email as a way to obtain pre-authorization for non-recurring transactions. You may add to or change this language to reflect district practice provided adequate internal control is maintained for such transactions.

The Commissioner's Memo strongly discourages use of district debit cards. While we did not include any language to that effect in this policy, we agree with both the DESE and Legislative Audit that districts would be wise to avoid their use. The occasional use of District credit cards is unavoidable, but Legislative Audit urges stringent internal controls to help ensure such use is not abused.

Cross Reference: 1.16 —DUTIES OF BOARD DISBURSING OFFICER

Legal References: A.C.A. § 6-13-701(e)  
Commissioner's Memo Com-12-036

Date Adopted:7.1.20

Last Revised:



**7.21—Removed**



**7.22—Removed**





## 7.23—HEALTH CARE COVERAGE AND THE AFFORDABLE CARE ACT

### Definitions

“Dependent”, for purposes of this policy, means an employee’s child(ren) and/or spouse who are enrolled by the employee in health care coverage through the District’s health care plans.

“Full-time school bus driver” means a person employed by the District to drive regular routes during the annual school year:

1. Who contracts with the District to operate a school bus for at least seven hundred twenty (720) hours during the school year;
2. Whose primary source of income during the school year is obtained by operating a school bus for the District; or
3. Who contracts with the District to operate a school bus and is designated by the superintendent as a full-time school bus driver, regardless of the number of hours for which the person is contracted.

“Full-time employee”, for purposes of this policy, means an employee who is:

- a. In a position<sup>1</sup> requiring on average thirty (30) hours of actual performance per week during the annual school year; or
- b. A full-time school bus driver.

“Responsible individual” means a primary insured employee who, as a parent or spouse, enrolls one or more individual(s) in health care coverage through the District’s health care plans.

“Variable hour employee”, for the purposes of this policy, means an individual, other than a full-time school bus driver, who has no base minimum number of hours of performance required per week.

### Health Insurance Enrollment

All full time District employees are eligible to enroll themselves; their spouse, so long as the spouse is not otherwise eligible for insurance through his/her employer's sponsored plan;<sup>2</sup> and their child(ren) in one of the insurance plans through the Public School Employee Life and Health Insurance Program (PSELHIP). Variable hour employees are not eligible to enroll in a PSELHIP plan. If a variable hour employee’s measurement period finds that the employee averaged thirty (30) or more hours per week, then the employee is treated as a full time employee rather than a variable hour employee and is eligible for health insurance.<sup>3</sup> New full time employees have sixty (60) days following the start date of the employee’s contract to elect to enroll in a PSELHIP plan; all new employees shall be informed in writing of the start date of the employee’s contract and that the employee has sixty (60) days from that date to elect PSELHIP coverage.<sup>4</sup> Coverage for new employees who choose to enroll in a PSELHIP plan shall take effect on the first of the month following the date on the enrollment application. Coverage shall be in effect until the end of the calendar year. Employees who experience a Qualifying Status Change Event<sup>5</sup> have sixty (60) days from the date of the Qualifying Status Change Event to file an application to change coverage information. All employees who continue to be eligible may elect to continue coverage and make changes to their PSELHIP plan for the following plan year during the yearly open enrollment period.



The District shall ensure all employees are provided education annually on the advantages and disadvantages of a consumer-driven health plan option and effective strategies of using a Health Savings Account (HSA).<sup>6</sup>

### **District Contribution to Premiums**

At a minimum, the District shall distribute the statutorily required contribution rate to all employees who are enrolled in one of the PSELHIP plans, which shall include any mandatory increases to the contribution rate due to increases to the salary schedule.<sup>7</sup> In accordance with the State Health Insurance Portability Rules (SHIP), the District shall continue to pay the premium contribution for an employee who transfers to another Arkansas school district that also participates in the SHIP through August 31 of the calendar year the employee leaves the district so long as the employee:<sup>8</sup>

- 1) Completes his/her contract with the District;
- 2) Provides the District with notice that the employee is transferring to another district by no later than the Friday following the last student contact day<sup>9</sup>;
- 3) Provides the District with proof of employment at another Arkansas district; and
- 4) Has the employee portion of the premium deducted from his/her end-of-year checks or pays the District business office the employee's portion of the premium by the 15th<sup>10</sup> of both July and August.

### **Measurement Method of Employee Hours<sup>3</sup>**

Option 1: The District uses the look-back method for determining if an employee qualifies as a full-time employee.<sup>3</sup>

Option 2: The District uses the monthly measurement method for determining if an employee qualifies as a full-time employee.<sup>3</sup>

### **W-2**

For all full-time employees who are enrolled in a PSELHIP plan, the District shall indicate in box twelve (12) of the employee's Form W-2 the cost of the employee's health care coverage by using code "DD".<sup>11</sup>

### **IRS Returns**

The District will electronically file with the IRS by March 31 of each year the forms<sup>12</sup> required by the IRS on the health insurance coverage of each full-time employee for the previous calendar year, whether or not the full-time employee participates in a health insurance plan through the PSELHIP.

### **Statement of Return**

The District shall send to each full-time employee a Statement of Return (Statement) regarding the IRS Return<sup>13</sup> filed on the employee. The Statement shall contain: The District's name, address, and Employer Identification Number (EIN) as well as a copy of the IRS Return filed on the employee. The District shall send a copy of the Statement to the employee on or before January 31 of the calendar year following the calendar year the information in the Statement covers. The District shall send only one Statement to the household of an employee who meets the definition of a responsible individual that will include all requisite information for both the responsible individual and the responsible individual's dependent(s). The Statement will be mailed to the employee's address on record.



## Record Retention

The District shall maintain copies of the Statements sent to employees in accordance with the requirements for documents transmitted to the IRS in Policy 7.15—RECORD RETENTION AND DESTRUCTION.

Notes: This Policy is not intended to provide information on the specifics of the differences between the available PSELHIP plans; such information may be requested from the Employee Benefits Division (EBD).

<sup>1</sup> Although Arkansas's statutory language is “a position”, the Fair Labor Standards Act and the Affordable Care Act both state that the determination of total number of hours is based on the specific employee rather than the number of contracts/positions an employee has with the same employer. We believe that the Federal laws allow you to have an employee under separate contracts so long as you combine the number of hours from each contract to reach a total number of hours for that employee.

Example: An employee has two contracts with your district: one for a bus driver and one for a custodian. The bus driver contract is for twenty (20) hours each week and the custodian contract is for fifteen (15) hours each week. The employee is treated as providing thirty-five (35) hours for your district and would be eligible.

<sup>2</sup> EBD permits an employee to insure his/her spouse through the PSELHIP when the employee’s spouse is a state employee or a public school employee.

<sup>3</sup> The Missouri School Boards Association has an excellent document containing more information on variable hour employees, selecting a measurement method, and setting up procedures for calculating hours. The document can be found at <https://arsba.org/policy-resources>.

<sup>4</sup> The start date of the employment contract is important because it triggers the start of the sixty (60) days the employee has to elect coverage. Our understanding is that EBD will use the date the employee is entered into APSCN to determine the start and end dates of the sixty (60) day period. The date an employee should be entered into APSCN as having been hired is the first date the employee’s contract covers rather than the date the board voted to employ the individual; for example:

The employee has a 190 day contract with a first day of duty of Aug. 7<sup>th</sup> and runs through May 29<sup>th</sup>. The start date is August 7<sup>th</sup>.

<sup>5</sup> Qualifying Status Change Events include: change in number of dependents due to birth, adoption, death, or loss of eligibility due to age; change in marital status due to marriage, death, divorce, legal separation, or annulment; change in employment status; and loss or gain of group coverage. EBD requires supporting documentation of the qualifying status change event be attached to the application for a change in coverage.

<sup>6</sup> A consumer-driven health plan option is a health insurance plan that qualifies as a high deductible health plan. Currently, the PSELHIP plans that qualify as consumer-driven health plans are the Classic and Basic Plans. Districts may satisfy the training requirement by allowing a representative from the EBD's list of approved vendors to speak with the district’s employees.



<sup>7</sup> The amount for the minimum contribution rate is set forth in A.C.A. § 6-17-1117(a)(1). Districts may be required to pay above the minimum contribution amount if the district gives a raise to the base minimum teacher salary. The district would then have to increase the contribution rate by the same percentage as the increase to the base minimum teacher salary; the exceptions to this are:

- The increase to the base salary schedule was to bring the district into compliance with the statutory minimum teacher salary schedule;
- Seventy-five percent (75%) or more of the district's eligible employees participate in health insurance through the PSELHIP; or
- The district's contribution is one hundred twenty-five percent (125%) or more above the minimum contribution amount.

When a district employee has elected the employee and spouse plan or the family plan and the employee's spouse also works for the district, the employee who is the primary insured individual is the only individual considered to have "elected to participate"; thus, the district is only responsible to pay a contribution rate for one employee rather than for both the employee and spouse.

<sup>8</sup> This is optional language from the SHIP Rules, which has the intent to provide some uniformity across the state on how to handle the summer contract gap period and provide increased certainty for personnel. If your district elected not to participate in the program, replace this language with "The District does not participate in the State Health Insurance Portability program" and renumber the remaining footnotes. Participation in the program provides that personnel who are transferring from one participating Arkansas district to another participating Arkansas district have two options:

- a) Legally, each school district is a separate employer; as a result, employees who transfer from another district have the option to be treated as a new employee for health insurance. As a new employee, the employee has the option to select a different level of insurance (Move from the Basic Plan to the Premium Plan or vice versa), add or drop dependents, and be eligible to receive the wellness discount. However, the employee will have all deductibles reset. Transferred employees who wish to be treated as a new employee are required to timely inform the district he/she is transferring from that the employee desires a break in coverage and to not have payments made on health insurance for July and August; these employees will be required to submit a new election form to EBD in order to have their health insurance reinstated.
- b) The transferred employee may elect to continue existing coverage through the new district. An employee who chooses this option may not change plan types, add or drop dependents, and will only receive the wellness discount if the employee had qualified for the discount prior to transferring to the new district. Employees who wish to be treated as a transferring employee instead of a new employee will need to have the district the employee is transferring from indicate in the EBD task for employee termination that the reason for their termination is due to a transfer and have their new district submit a Notice of Public School Employee Transfer Form to EBD. For an employee to be eligible for this option, both the employee's former district and the new district must participate in the SHIP program.

A copy of the SHIP Rules may be found at <https://arsba.org/policy-resources> and more information on procedures may be found in EBD's Public School Employee Benefits Administration Manual.



<sup>9</sup> We have put in a floating date for when employees have to notify that they are transferring that allows the policy to automatically take into account any extensions due to school being closed.

<sup>10</sup> The 15<sup>th</sup> is only a recommended date. The date must be set to allow a reasonable amount of time for collection from the employee but still allow the district to make a timely payment for health insurance premiums to EBD.

<sup>11</sup> This information has no impact on the employee's taxes as the employee portion of the health coverage premium is still excluded from earned income. The inclusion on the Form W-2 is for informational purposes only.

<sup>12</sup> The two forms districts will be required to complete are Form 1094C and Form 1095C. Form 1095C, like a W2, is specific to each full time employee. Form 1094C, like a W3, is a transmittal form that covers all the 1095C submitted to the IRS as well as some additional information.

<sup>13</sup> The IRS Return that will be sent to each full-time employee is a copy of the Form 1095C the district submits to the IRS on the employee.

Cross Reference: 7.15—RECORD RETENTION AND DESTRUCTION

Legal References: A.C.A. § 6-17-1117  
A.C.A. § 21-5-401 et seq.  
26 C.F.R. § 54.4980h-0 et seq.  
26 C.F.R. § 31.6001-1  
26 C.F.R. § 301.6056-1

Date Adopted:7.1.20

Last Revised:



**7.24—Removed**



**Descriptor Term**  
BID SOLICITATION

**Descriptor Code**  
DJEDA

**Issue Date**  
7-12-83

**Revised**  
2-17-92, 1-20-97,  
5-20-02, 5-17-04, 1/17/11  
March 13, 2017  
May 11, 2018, July 1. 2019

The Gentry Public School Board of Education, or its designated purchasing agent, will solicit bids, either written or by telephone, for all purchases of commodities in which the purchase price is estimated to equal or exceed twenty thousand nine hundred ten (20,910) dollars. With Board approval, some items may be purchased without bid using the Arkansas State Purchasing Contract or other pre-bid items from Purchasing Associations that have been approved by the state and of which the district is a member.

Purchasing practices are regulated by State Code. Because of this, changes made to state law are hereby incorporated into this policy as of the date the law is changed and become effective at that time without any action by required by the school board.

Quotations, received by telephone, will be recorded on a bid tabulation form which will be filed with the voucher that authorizes payment for the commodity. No less than three quotes shall be obtained by the purchasing official designated by the school board. The purchasing official may reject all bids and may purchase the commodity by negotiating a contract. If the purchasing official, after rejecting all bids, determines that the purchase should be made by negotiation, then each responsible bidder who submitted a bid shall be notified of the determination and shall be given a reasonable opportunity to negotiate.

In soliciting bids for the purchase of a commodity, the designated purchasing official shall not impose qualifications or specifications that unreasonably restrict competition for the purchase of a commodity; nor shall the purchasing official include the name or identity of any specific vendor within the specifications.

The hereinafter listed commodities may be purchased without soliciting bids:

1. Commodities in instances of an unforeseen and unavoidable emergency. No such emergency purchase shall be approved by the Superintendent unless a statement in writing shall be attached to the purchase order describing the emergency necessitating the purchase of such commodity without competitive bidding.
2. Commodities only from the Federal Government.
3. Utility services, the rates for which are subject to regulation by the State agency or a federal regulatory agency.
4. Used equipment and machinery.

The following criteria shall be used if the superintendent or purchasing agent has determined that an item is available only from one source. The justification for a sole source will include:

1. Why the service or product is needed;
2. The method(s) used to determine that a lack of responsible or responsive competition exists for the service or product;
3. How it was determined that the proposed provider possesses exclusive capabilities;
4. Why the product or service is unique;
5. Whether there are patent or proprietary rights which make the required service or product unavailable from other sources;
6. What the district would do if the provider/service product were no longer available
7. Any program considerations which make the use of a "sole source" critical to the successful completion of the district's mission.

**Gentry Public School District Board Policies**  
Effective As Of July 1, 2021



The mission of the Gentry School District is to work with the community in providing safe and successful experiences for each student.



If the purchase is for capital improvement and the estimated cost is:

\$20,910 - \$24,999

- The project must be advertised at least one time in a newspaper of general circulation in the county or in a trade journal reaching the construction industry. Bids are to be received in a sealed envelope and must remain sealed until the date and time given as the deadline for the receipt of bids. Bids cannot be awarded until seven days after the first time the project was advertised in the newspaper. (A.C.A. 22-9-203)
- A 5% bid bond or certified check in the amount of 5% of the bid shall accompany all submitted bids. (A.C.A. 22-9-203)
- Successful bidder shall provide a performance bond for 100% of contracted amount. (A.C.A.22-9-203)
- Contractors must hold a valid Arkansas State Contractor's License (A.C.A.17-22-101)

\$25,000 - \$49,999:

- All of the above.
- An Arkansas licensed engineer must design all aspects of the project that involve engineering. (A.C.A. § 22-9-101)

\$50,000 - \$74,999:

1. All of the above with the exception that bids must be advertised two times (1 time per week) and bids cannot be awarded until fourteen days after the first time the project was advertised in the newspaper.

[Ex: The ad is run on Monday, the 1<sup>st</sup>; again on Monday, the 8<sup>th</sup>; and bids are opened and awarded on Monday, the 15<sup>th</sup>.] (A.C.A. § 22-9-203)

\$75,000 - \$99,999:

2. All of the above.
3. The bid documents shall contain statements that encourage the participation of small, minority, and women business enterprises, (A.C.A. § 22-9-203)

\$100,000+:

7. All of the above.
8. An Arkansas licensed architect must design the project. (A.C.A. § 17-14-302)

At the bid opening, the Board of Education shall name an “apparent low bidder” whose status reflects either the lowest bid amount or other factors which deem that bidder’s bid to be most advantageous to the school district. If the “apparent low bidder” status does not coincide with the lowest bid amount, the Board of Education shall issue reasons why the lowest bid amount is not the most advantageous to the district. Such reasons shall be incorporated into the written minutes of the meeting.

After naming an apparent low bidder the Board of Education shall direct the Superintendent of Schools to verify that the bid complies with all bid specifications and requirements, and if so, formally award the bid to the apparent low bidder. No bid shall be awarded, except in emergency situations, sooner than the sixth (6<sup>th</sup>) day after an apparent low bidder has been named.

**Ref. Ark. Act 639 of 1983, A.C.A. 6-21-301 ~ 305, A.C.A. 18-44-503, A.C.A. 22-9-203, et al**

**Gentry Public School District Board Policies**  
Effective As Of July 1, 2021



The mission of the Gentry School District is to work with the community in providing safe and successful experiences for each student.





**Descriptor Term:**  
COLLATERALIZATION  
OF PUBLIC SCHOOL FUNDS

**Descriptor Code:**  
DGC

**Issue Date:**  
2-17-97

**Revised**  
March 13, 2017

The Gentry School Board has adopted the following practices regarding the investment of school monies in conjunction with the provisions of Arkansas Code Annotated 6-20-222.

All general deposits of Gentry school funds in banks shall be secured by general obligation bonds of the United States, by bonds, notes, debentures, or other obligations issued by an agency of the United States Government, by bonds of the State of Arkansas, or by bonds of a political subdivision thereof which has never defaulted on any of its obligations, in an amount at least equal to the amount of the deposit, or by a bond executed by a surety company authorized to do business in the State of Arkansas, the surety on the bond to be approved by the Commissioner of Education.

It shall be the practice of the central office administration to:

1. Determine each month the amount of funds not required to pay off outstanding, received, or anticipated debts of the district
2. When fiducially feasible, solicit bids from at least three local or regional financial agencies regarding interest rates offered on short term, less than one year, investments of the above-described monies.
3. Invest surplus funds by purchasing Certificates of Deposits from local or regional banking institutions insured by F.D.I.C.
4. Require written verification that investments over \$100,000 are secured by a United States governmental pledge issued on the same date as the investment.
4. Authorize, on request of securing agency, the release of pledges as described in item 4 when the investment has matured.
5. The above process shall be repeated as required by evidence of surplus funds.



**Descriptor Term**  
INTRASCHOOL FUNDS

**Descriptor Code**  
GAMD

**Issue Date**

**Revised**  
12-20-01

School employees are advised that they assume complete responsibility for funds in their care. Teachers should deposit funds daily with the Principal or person designated by him/her. A receipt will be furnished for all funds deposited with the Principal or his/her designee. The following procedures, while not all inclusive, are mandated as minimum board requirements for the management of intraschool funds:

1. All currency, coins, checks, and/or all other monetary medium, hereafter called money is to be received, receipted, and should be deposited on a daily basis.
2. All money collected by teachers shall be brought to the school secretary by the end of the work day and receipted that same day. No money is to be left in the classroom at the end of the school day.
3. Wire transaction deposits shall be receipted on the day that notice of deposit is received and/or verified by the bank.
4. When money is received, the person submitting the money and the secretary shall agree to the amount given prior to a receipt being written.
5. When a receipt has been written, the money becomes the responsibility of the person signing the receipt.
6. No alterations to receipts will be made without reporting the reason for the alteration to the principal. The supervisor and person who originally signed the receipt shall initial by the alteration. A written explanation as to the reason for the alteration shall be attached to the receipt.
7. All money on hand shall be placed in a locked fire-rated cabinet until the deposit is made. Only the principal and/or assistant principal and school secretary shall have access to the cabinet key and access to the cabinet.
8. No purchase, using school funds, will be made with cash unless made from the petty cash fund as governed by A.C.A. 6-20-409 or other applicable code(s). At all times the paid invoices in the petty cash fund and the sum of the money within the fund shall equal the fiscal year beginning amount of the fund balance.
9. All activity purchases must have prior approval of the principal at the campus where the activity exists.
10. All purchases with which district funds will be expended must be made by purchase order and have prior approval of the principal and superintendent before the money is obligated.
11. Money collected at nighttime activities shall be the responsibility of the activity sponsor. The athletic director shall be responsible for the safekeeping of funds collected at nighttime or weekend events. The athletic director may designate another school employee to complete the collection process but retains the responsibility for the money. It is suggested that arrangements be made with the bank that holds the activity account to allow nighttime drop-off until the money can be properly receipted the next business day.
12. All irregularities are to be reported immediately to the superintendent.
13. Any deviation in the above procedure shall be grounds for disciplinary action up to a recommendation of termination of contract.

**Gentry Public School District Board Policies**  
Effective As Of July 1, 2021



The mission of the Gentry School District is to work with the community in providing safe and successful experiences for each student.



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**Gentry Public School District Board Policies**  
**Effective As Of July 1, 2021**



The mission of the Gentry School District is to work with the community in providing safe and successful experiences for each student.



# CLASSIFIED PERSONNEL

**Gentry Public School District Board Policies  
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## **8.1—CLASSIFIED PERSONNEL SALARY SCHEDULE**

Enter your District's salary schedule for this policy which must accurately reflect your district's actual pay practices and is not required by law to include step increases for additional years of experience. State law requires each District to include its classified employee's salary schedule in its written personnel policies unless the District recognizes a classified employees' union in its policies for, among other things, the negotiation of salaries. Your district is required to have a salary schedule for at least the following five categories of classified personnel: 1) Maintenance and Operations; 2) Transportation; 3) Food Service; 4) Secretarial and Clerical; and 5) Aids and Paraprofessionals. The District is required to post the salary schedule on its website by September 15 of each year and should place an obvious hyperlink, button, or menu item on the website's homepage that links directly to the current year classified policies and salary schedule.

For the purposes of this policy, an employee must work two thirds (2/3) of the number of their regularly assigned annual work days to qualify for a step increase.

The superintendent has the authority, when recommending an applicant and his/her placement on the District's salary schedule to the Board for its approval, to consider the applicant's previous work experience with similar duties, responsibilities, and skill sets to those job duties and responsibilities the applicant would assume for the District.



**LOCAL LONGEVITY SALARY CREDITS  
CERTIFIED AND CLASSIFIED EMPLOYEES  
GENTRY PUBLIC SCHOOLS**

When you have completed **5 years** at Gentry Public Schools you will receive a **\$500** stipend in your next year's contract and will continue to receive such until—

you have completed **10 years** at Gentry Public Schools at which time you will receive a **\$750** stipend in your next year's contract and will continue to receive such until—

you have completed **15 years** at Gentry Public Schools at which time you will receive a **\$1000** stipend in your next year's contract and will continue to receive such until—

you have completed **20 years** at Gentry Public Schools at which time you will receive a **\$1250** stipend in your next year's contract and will continue to receive such until—

you have completed **25 years** at Gentry Public Schools at which time you will receive a **\$1500** stipend in your next year's contract and will continue to receive such until you leave service in the district.

**CLASSIFIED EMPLOYEES**

**Work Hours**

A 1.00 FTE classified employee's work day is considered to be 8 hours and the contracted employee's per hourly rate may be computed by dividing the contracted amount by the number of contracted days and dividing that result by 8 hours.

Any assigned duties performed in excess of the resulting 40-hour workweek shall be paid a one and one-half (1½) times the hourly rate. By mutual agreement between the employee's supervisor and the employee, the employee may receive one and one-half (1½) times the number hours worked in excess of the forty-hour workweek of release time, which shall be taken in the following 40-hour work period.

Bus drivers and non-supervisory cafeteria employees will be contracted on a per hour basis. The same provisions regarding overtime and release time as described above shall apply.

Each classified employee may receive a fifteen (15) minute paid break within each four (4) hours period worked.

Each classified shall have a 30 minute paid, duty-free lunch break within the eight (8) hour workday. (*Act 1104 of 2015 Regular Session*)

A workweek shall begin at 12:00 a.m. on Sunday and conclude at 11:59:59 p.m. on Saturday

**Gentry Public School District Board Policies  
Effective As Of July 1, 2021**



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## Classified Salary Schedule FY 22

POSITION	Hourly @ Step 0	Code 0	Step 0 0	Step 1 1	Step 2 2	Step 3 3
Teacher's Aide	\$11.00	1	16,280	16,768	17,271	17790
Administrative Assistant/HR Coordinator	\$11.42	2	22,383	23,054	23,746	24459
Bookkeeper II	\$11.55	3	22,638	23,317	24,017	24737
Treasurer/Bookkeeper I	\$11.00	5	21,555	22,202	22,868	23554
Custodians	\$12.50	6	24,500	25,235	25,992	26772
Maintenance Supervisor	\$11.42	7	22,383	23,054	23,746	24459
Bookkeeper III	\$13.52	8	26,950	27,759	28,591	29449
Fleet Manager	\$16.07	9	31,490	32,435	33,408	34410
Transportation & Facilities Director	\$14.20	10	21,017	21,648	22,297	22966
School Nurse-Lpn	\$15.32	11	22,673	23,353	24,054	24776
School Nurse- Rn	\$11.42	12	22,383	23,054	23,746	24459
School Secretaries	\$16.75	13	6,030	6,211	6,397	6589
Bus Driver- 2 Hours Daily	\$16.75	14	7,538	7,764	7,997	8236
Bus Driver- 2.5 Hours Daily	\$16.75	15	9,045	9,316	9,596	9884
Bus Driver- 3 Hours Daily	\$16.75	16	10,553	10,869	11,195	11531
Bus Driver- 3.5 Hours Daily	\$16.75	17	12,060	12,422	12,794	13178
Bus Driver- 4 Hours Daily	\$16.75	18	13,568	13,975	14,394	14826
Bus Driver- 4.5 Hours Daily	\$16.75	19	15,075	15,527	15,993	16473
Bus Driver- 5 Hours Daily	\$11.76	20	19,756	20,349	20,959	21588
Lunchroom Supervisor	\$11.00	21	15,840	16,315	16,805	17309
Lunchroom Worker -8 Hour	\$11.00	22	13,860	14,276	14,704	15145
Lunchroom Worker -7 Hour	\$11.00	23	11,880	12,236	12,603	12982
Lunchroom Worker -6 Hour	\$11.00	24	9,900	10,197	10,503	10818
Lunchroom Worker -5 Hour	\$11.00	25	21,560	22,207	22,873	23559
Transportation Helper	\$13.46	26	26,382	27,173	27,989	28828
Technology Technician	\$11.42	27	16,445	16,938	17,447	17970
Child Nutrition Manager	\$11.00	28	21,560	22,207	22,873	23559
Maintenance Helper	\$13.78	29	27,013	27,823	28,658	29517
Network Administrator	\$12.50	30	24,500	25,235	25,992	26772
Night Custodial Supervisor	\$11.42	31	22,383	23,054	23,746	24459
Registrar			16.02	16.50	16.99	17.50
Substitute Bus Driver	Hourly	Code	Step 0	Step 1	Step 2	Step 3

Gentry Public School District Board Policies  
Effective As Of July 1, 2021



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## Classified Salary Schedule FY 22

POSITION	Hourly	Code	Step 4	Step 5	Step 6	Step 7
	@ Step					
	<b>0</b>	<b>0</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
Teacher's Aide	\$11.00	<b>1</b>	18,323	18,873	19,439	20,022
Administrative Assistant/HR Coordinator	\$11.42	<b>2</b>	25,192	25,948	26,726	27,528
Bookkeeper II	\$11.55	<b>3</b>	25,479	26,244	27,031	27,842
Treasurer/Bookkeeper I	\$11.00	<b>5</b>	24,260	24,988	25,738	26,510
Custodians	\$12.50	<b>6</b>	27,575	28,402	29,254	30,132
Maintenance Supervisor	\$11.42	<b>7</b>	25,192	25,948	26,726	27,528
Bookkeeper III	\$13.52	<b>8</b>	30,332	31,242	32,180	33,145
Fleet Manager	\$16.07	<b>9</b>	35,442	36,506	37,601	38,729
Transportation & Facilities Director	\$14.20	<b>10</b>	23,655	24,365	25,096	25,849
School Nurse-Lpn	\$15.32	<b>11</b>	25,519	26,285	27,073	27,885
School Nurse- Rn	\$11.42	<b>12</b>	25,192	25,948	26,726	27,528
School Secretaries	\$16.75	<b>13</b>	6,787	6,990	7,200	7,416
Bus Driver- 2 Hours Daily	\$16.75	<b>14</b>	8,484	8,738	9,000	9,270
Bus Driver- 2.5 Hours Daily	\$16.75	<b>15</b>	10,180	10,486	10,800	11,124
Bus Driver- 3 Hours Daily	\$16.75	<b>16</b>	11,877	12,233	12,600	12,978
Bus Driver- 3.5 Hours Daily	\$16.75	<b>17</b>	13,574	13,981	14,400	14,832
Bus Driver- 4 Hours Daily	\$16.75	<b>18</b>	15,270	15,728	16,200	16,686
Bus Driver- 4.5 Hours Daily	\$16.75	<b>19</b>	16,967	17,476	18,000	18,540
Bus Driver- 5 Hours Daily	\$11.76	<b>20</b>	22,236	22,903	23,590	24,297
Lunchroom Supervisor	\$11.00	<b>21</b>	17,828	18,363	18,914	19,481
Lunchroom Worker -8 Hour	\$11.00	<b>22</b>	15,600	16,068	16,550	17,046
Lunchroom Worker -7 Hour	\$11.00	<b>23</b>	13,371	13,772	14,185	14,611
Lunchroom Worker -6 Hour	\$11.00	<b>24</b>	11,143	11,477	11,821	12,176
Lunchroom Worker -5 Hour	\$11.00	<b>25</b>	24,266	24,994	25,744	26,516
Transportation Helper	\$13.46	<b>26</b>	29,693	30,584	31,501	32,447
Technology Technician	\$11.42	<b>27</b>	18,509	19,064	19,636	20,225
Child Nutrition Manager	\$11.00	<b>28</b>	24,266	24,994	25,744	26,516
Maintenance Helper	\$13.78	<b>29</b>	30,403	31,315	32,254	33,222
Network Administrator	\$12.50	<b>30</b>	27,575	28,402	29,254	30,132
Night Custodial Supervisor	\$11.42	<b>31</b>	25,192	25,948	26,726	27,528
Registrar	\$11.42	<b>31</b>	25,192	25,948	26,726	27,528
Substitute Bus Driver			18.03	18.57	19.12	19.70

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## Classified Salary Schedule FY 22

POSITION	Hourly @ Step	Code	Step 8	Step 9	Step 10	Step 11
	0	0	8	9	10	11
Teacher's Aide	\$11.00	1	20,623	21,242	21,879	22,535
Administrative Assistant/HR Coordinator	\$11.42	2	28,354	29,205	30,081	30,983
Bookkeeper II	\$11.55	3	28,677	29,537	30,424	31,336
Treasurer/Bookkeeper I	\$11.00	5	27,305	28,124	28,968	29,837
Custodians	\$12.50	6	31,036	31,967	32,926	33,914
Maintenance Supervisor	\$11.42	7	28,354	29,205	30,081	30,983
Bookkeeper III	\$13.52	8	34,139	35,164	36,219	37,305
Fleet Manager	\$16.07	9	39,891	41,087	42,320	43,590
Transportation & Facilities Director	\$14.20	10	26,624	27,423	28,245	29,093
School Nurse-Lpn	\$15.32	11	28,722	29,584	30,471	31,385
School Nurse- Rn	\$11.42	12	28,354	29,205	30,081	30,983
School Secretaries	\$16.75	13	7,639	7,868	8,104	8,347
Bus Driver- 2 Hours Daily	\$16.75	14	9,548	9,835	10,130	10,434
Bus Driver- 2.5 Hours Daily	\$16.75	15	11,458	11,802	12,156	12,520
Bus Driver- 3 Hours Daily	\$16.75	16	13,368	13,769	14,182	14,607
Bus Driver- 3.5 Hours Daily	\$16.75	17	15,277	15,736	16,208	16,694
Bus Driver- 4 Hours Daily	\$16.75	18	17,187	17,703	18,234	18,781
Bus Driver- 4.5 Hours Daily	\$16.75	19	19,097	19,669	20,260	20,867
Bus Driver- 5 Hours Daily	\$11.76	20	25,026	25,777	26,550	27,347
Lunchroom Supervisor	\$11.00	21	20,066	20,668	21,288	21,926
Lunchroom Worker -8 Hour	\$11.00	22	17,557	18,084	18,627	19,185
Lunchroom Worker -7 Hour	\$11.00	23	15,049	15,501	15,966	16,445
Lunchroom Worker -6 Hour	\$11.00	24	12,541	12,917	13,305	13,704
Lunchroom Worker -5 Hour	\$11.00	25	27,312	28,131	28,975	29,844
Transportation Helper	\$13.46	26	33,420	34,423	35,455	36,519
Technology Technician	\$11.42	27	20,832	21,457	22,101	22,764
Child Nutrition Manager	\$11.00	28	27,312	28,131	28,975	29,844
Maintenance Helper	\$13.78	29	34,219	35,245	36,303	37,392
Network Administrator	\$12.50	30	31,036	31,967	32,926	33,914
Night Custodial Supervisor	\$11.42	31	28,354	29,205	30,081	30,983
Registrar			20.29	20.90	21.52	22.17
Substitute Bus Driver						

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## Classified Salary Schedule FY 22

POSITION	Hourly	Code	Step 12	Step 13	Step 14	Step 15
	@ Step 0		12	13	14	15
Teacher's Aide	\$11.00	1	23,211	23,908	24,625	25,364
Administrative Assistant/HR Coordinator	\$11.42	2	31,913	32,870	33,856	34,872
Bookkeeper II	\$11.55	3	32,276	33,245	34,242	35,269
Treasurer/Bookkeeper I	\$11.00	5	30,732	31,654	32,604	33,582
Custodians	\$12.50	6	34,931	35,979	37,058	38,170
Maintenance Supervisor	\$11.42	7	31,913	32,870	33,856	34,872
Bookkeeper III	\$13.52	8	38,424	39,577	40,764	41,987
Fleet Manager	\$16.07	9	44,897	46,244	47,631	49,060
Transportation & Facilities Director	\$14.20	10	29,966	30,865	31,790	32,744
School Nurse-Lpn	\$15.32	11	32,327	33,297	34,295	35,324
School Nurse- Rn	\$11.42	12	31,913	32,870	33,856	34,872
School Secretaries	\$16.75	13	8,597	8,855	9,121	9,395
Bus Driver- 2 Hours Daily	\$16.75	14	10,747	11,069	11,401	11,743
Bus Driver- 2.5 Hours Daily	\$16.75	15	12,896	13,283	13,681	14,092
Bus Driver- 3 Hours Daily	\$16.75	16	15,045	15,497	15,962	16,440
Bus Driver- 3.5 Hours Daily	\$16.75	17	17,195	17,711	18,242	18,789
Bus Driver- 4 Hours Daily	\$16.75	18	19,344	19,924	20,522	21,138
Bus Driver- 4.5 Hours Daily	\$16.75	19	21,493	22,138	22,802	23,486
Bus Driver- 5 Hours Daily	\$11.76	20	28,167	29,012	29,883	30,779
Lunchroom Supervisor	\$11.00	21	22,584	23,262	23,959	24,678
Lunchroom Worker -8 Hour	\$11.00	22	19,761	20,354	20,964	21,593
Lunchroom Worker -7 Hour	\$11.00	23	16,938	17,446	17,970	18,509
Lunchroom Worker -6 Hour	\$11.00	24	14,115	14,538	14,975	15,424
Lunchroom Worker -5 Hour	\$11.00	25	30,739	31,662	32,611	33,590
Transportation Helper	\$13.46	26	37,614	38,743	39,905	41,102
Technology Technician	\$11.42	27	23,447	24,150	24,875	25,621
Child Nutrition Manager	\$11.00	28	30,739	31,662	32,611	33,590
Maintenance Helper	\$13.78	29	38,513	39,669	40,859	42,085
Network Administrator	\$12.50	30	34,931	35,979	37,058	38,170
Night Custodial Supervisor	\$11.42	31	31,913	32,870	33,856	34,872
Registrar			22.84	23.52	24.23	24.95
Substitute Bus Driver						

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**POSITION**

	Hourly	Code	Step 16	Step 17	Step 18	Step 19
	@ Step 0	0	16	17	18	19
<b>Teacher's Aide</b>						
<b>Administrative Assistant/HR Coordinator</b>	\$11.00	1	26,125	26,908	27,716	28,547
<b>Bookkeeper II</b>	\$11.42	2	35,918	36,996	38,106	39,249
<b>Custodians</b>	\$11.55	3	36,327	37,417	38,540	39,696
<b>Maintenance Supervisor</b>	\$11.00	5	34,589	35,627	36,696	37,797
<b>Bookkeeper III</b>	\$12.50	6	39,315	40,495	41,710	42,961
<b>Fleet Manager</b>	\$11.42	7	35,918	36,996	38,106	39,249
<b>Transportation &amp; Facilities Director</b>	\$13.52	8	43,247	44,544	45,881	47,257
<b>School Nurse-Lpn</b>	\$16.07	9	50,532	52,048	53,610	55,218
<b>School Nurse- Rn</b>	\$14.20	10	33,726	34,738	35,780	36,854
<b>School Secretaries</b>	\$15.32	11	36,384	37,476	38,600	39,758
<b>Bus Driver- 2 Hours Daily</b>	\$11.42	12	35,918	36,996	38,106	39,249
<b>Bus Driver- 2.5 Hours Daily</b>	\$16.75	13	9,676	9,967	10,266	10,574
<b>Bus Driver- 3 Hours Daily</b>	\$16.75	14	12,095	12,458	12,832	13,217
<b>Bus Driver- 3.5 Hours Daily</b>	\$16.75	15	14,515	14,950	15,399	15,860
<b>Bus Driver- 4 Hours Daily</b>	\$16.75	16	16,934	17,442	17,965	18,504
<b>Bus Driver- 4.5 Hours Daily</b>	\$16.75	17	19,353	19,933	20,531	21,147
<b>Bus Driver- 5 Hours Daily</b>	\$16.75	18	21,772	22,425	23,098	23,791
<b>Lunchroom Supervisor</b>	\$16.75	19	24,191	24,917	25,664	26,434
<b>Lunchroom Worker -8 Hour</b>	\$11.76	20	31,703	32,654	33,633	34,642
<b>Lunchroom Worker -7 Hour</b>	\$11.00	21	25,419	26,181	26,967	27,776
<b>Lunchroom Worker -6 Hour</b>	\$11.00	22	22,241	22,908	23,596	24,304
<b>Lunchroom Worker -5 Hour</b>	\$11.00	23	19,064	19,636	20,225	20,832
<b>Transportation Helper</b>	\$11.00	24	15,887	16,363	16,854	17,360
<b>Technology Technician</b>	\$11.00	25	34,597	35,635	36,704	37,806
<b>Child Nutrition Manager</b>	\$13.46	26	42,335	43,605	44,914	46,261
<b>Maintenance Helper</b>	\$11.42	27	26,389	27,181	27,997	28,836
<b>Network Administrator</b>	\$11.00	28	34,597	35,635	36,704	37,806
<b>Night Custodial Supervisor</b>	\$13.78	29	43,347	44,648	45,987	47,367
<b>Registrar</b>	\$12.50	30	39,315	40,495	41,710	42,961
<b>Substitute Bus Driver</b>	\$11.42	31	35,918	36,996	38,106	39,249
			25.70	26.47	27.27	28.09

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# Classified Salary Schedule FY 22

	POSITION					
	@ Step					
	0	0	20	21	22	23
Teacher's Aide	\$11.00	1	29,403	30,286	31,194	32,130
Administrative Assistant/HR Coordinator	\$11.42	2	40,426	41,639	42,888	44,175
Bookkeeper II	\$11.55	3	40,887	42,113	43,377	44,678
Custodians	\$11.00	5	38,931	40,099	41,302	42,541
Maintenance Supervisor	\$12.50	6	44,250	45,577	46,945	48,353
Bookkeeper III	\$11.42	7	40,426	41,639	42,888	44,175
Fleet Manager	\$13.52	8	48,675	50,135	51,639	53,188
Transportation & Facilities Director	\$16.07	9	56,874	58,581	60,338	62,148
School Nurse-Lpn	\$14.20	10	37,959	39,098	40,271	41,479
School Nurse- Rn	\$15.32	11	40,951	42,179	43,444	44,748
School Secretaries	\$11.42	12	40,426	41,639	42,888	44,175
Bus Driver- 2 Hours Daily	\$16.75	13	10,891	11,218	11,554	11,901
Bus Driver- 2.5 Hours Daily	\$16.75	14	13,614	14,022	14,443	14,876
Bus Driver- 3 Hours Daily	\$16.75	15	16,336	16,826	17,331	17,851
Bus Driver- 3.5 Hours Daily	\$16.75	16	19,059	19,631	20,220	20,826
Bus Driver- 4 Hours Daily	\$16.75	17	21,782	22,435	23,108	23,801
Bus Driver- 4.5 Hours Daily	\$16.75	18	24,504	25,240	25,997	26,777
Bus Driver- 5 Hours Daily	\$16.75	19	27,227	28,044	28,885	29,752
Lunchroom Supervisor	\$11.76	20	35,681	36,752	37,854	38,990
Lunchroom Worker -8 Hour	\$11.00	21	28,609	29,467	30,351	31,262
Lunchroom Worker -7 Hour	\$11.00	22	25,033	25,784	26,557	27,354
Lunchroom Worker -6 Hour	\$11.00	23	21,457	22,100	22,763	23,446
Lunchroom Worker -5 Hour	\$11.00	24	17,881	18,417	18,969	19,539
Transportation Helper	\$11.00	25	38,940	40,108	41,311	42,551
Technology Technician	\$13.46	26	47,649	49,078	50,551	52,067
Child Nutrition Manager	\$11.42	27	29,701	30,593	31,510	32,456
Maintenance Helper	\$11.00	28	38,940	40,108	41,311	42,551
Network Administrator	\$13.78	29	48,788	50,251	51,759	53,312
Night Custodial Supervisor	\$12.50	30	44,250	45,577	46,945	48,353
Registrar	\$11.42	31	40,426	41,639	42,888	44,175
Substitute Bus Driver			28.93	29.80	30.69	31.61

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## Classified Salary Schedule FY 22

<u>POSITION</u>	<u>Hourly</u> @ Step 0	<u>Code</u> 0	<u>Step 24</u> 24	<u>Data</u>	<u>Longevity</u>	<u>Credit</u>	<u>End of year</u>
Teacher's Aide	\$11.00	1	33,094	185 days	0	0	1
Administrative Assistant	\$11.42	2	45,500	245 days	1	0	2
Bookkeeper II	\$11.55	3	46,018	245 days	2	0	3
Custodians	\$11.00	5	43,817	245 days	4	0	5
Maintenance Supervisor	\$12.50	6	49,803	245 days	5	500	6
Bookkeeper III	\$11.42	7	45,500	245 days	6	500	7
Fleet Manager	\$13.52	8	54,784	245 days	7	500	8
Transportation & Facilities Director	\$16.07	9	64,013	245 days	8	500	9
School Nurse-Lpn	\$14.20	10	42,724	185 days	9	500	10
School Nurse- Rn	\$15.32	11	46,090	185 days	10	750	11
School Secretaries	\$11.42	12	45,500	245 days	11	750	12
Bus Driver- 2 Hours Daily	\$16.75	13	12,258	180 days	12	750	13
Bus Driver- 2.5 Hours Daily	\$16.75	14	15,322	180 days	13	750	14
Bus Driver- 3 Hours Daily	\$16.75	15	18,387	180 days	14	750	15
Bus Driver- 3.5 Hours Daily	\$16.75	16	21,451	180 days	15	1,000	16
Bus Driver- 4 Hours Daily	\$16.75	17	24,515	180 days	16	1,000	17
Bus Driver- 4.5 Hours Daily	\$16.75	18	27,580	180 days	17	1,000	18
Bus Driver- 5 Hours Daily	\$16.75	19	30,644	180 days	18	1,000	19
Lunchroom Supervisor	\$11.76	20	40,160	210 days	19	1,000	20
Lunchroom Worker -8 Hour	\$11.00	21	32,199	180 days	20	1,250	21
Lunchroom Worker -7 Hour	\$11.00	22	28,175	180 days	21	1,250	22
Lunchroom Worker -6 Hour	\$11.00	23	24,150	180 days	22	1,250	23
Lunchroom Worker -5 Hour	\$11.00	24	20,125	180 days	23	1,250	24
Transportation Helper	\$11.00	25	43,827	245 days	24	1,250	25
Technology Technician	\$13.46	26	53,629	245 days	25	1,500	26
Child Nutrition Manager	\$11.42	27	33,429	180 days	26	1,500	27
Maintenance Helper	\$11.00	28	43,827	245 days	27	1,500	28
Network Administrator	\$13.78	29	54,911	245 days	28	1,500	29
Night Custodial Supervisor	\$12.50	30	49,803	245 days	29	1,500	30
Registrar	\$11.42	31	45,500	245 days	30	1,500	31
Substitute Bus Driver			\$32.56	per Hour			
Bus Shuttles/Activity Trip Rate Per Hour		32	\$14.00	Per Hour			

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## Classified Stipend Schedule

<b>APSCN Stipend</b>	per year	\$1,000
<b>Campus Substitute Scheduler</b>	per year	\$1,500
<b>School Board Recording Secretary</b>	per year	\$1,500
<b>Clerk Stipend for Athletic Director Duties</b>	per year	\$1,500
<b>Bus Shuttles/Activity Trip Rate Per Hour</b>	per hour	\$14
<b>Arkansas School Certified Stipend</b>	per year	\$1,500
<b>School Nurse Supervisor Stipend</b>	per year	\$1,500
<b>Associate Degree in Related Field to Work</b>	per year	\$1,000
<b>Bachelor's Degree in Related Field to Work</b>	per year	\$2,000

All full day or part-time classified substitutes, excluding teacher substitutes, will be assigned a “step position” on the first day of employment based on previous work history. The Supervisor and/or Director of such employee will make the “step” recommendation to the Superintendent. If the Superintendent is in agreement, s/he shall make such recommendation to the School Board for approval.

Cross Reference: Policy 1.9—POLICY FORMULATION

Legal References: A.C.A. § 6-17-2203  
A.C.A. § 6-17-2301  
ADE Rules Governing School District Requirements for Personnel Policies,  
Salary\Schedules, Minimum Salaries, and Documents Posted to District Websites

Date Adopted: 6/13/2019

Last Revised:7.1.21

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## **8.2—CLASSIFIED PERSONNEL EVALUATIONS**

Classified personnel may be periodically evaluated.

Any forms, procedures or other methods of evaluation, including criteria, are to be developed by the Superintendent and or his designee(s), but shall not be part of the personnel policies of the District.

Cross Reference:       3.2—LICENSED PERSONNEL EVALUATIONS

Legal Reference:       A.C.A. § 6-17-2301

Date Adopted: 6/13/2019

Last Revised:



## 8.3—Removed

**Gentry Public School District Board Policies**  
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## **8.4—CLASSIFIED EMPLOYEES DRUG TESTING**

### **Scope of Policy**

Each person hired for a position that allows or requires the employee operate a school bus shall meet the following requirements:

1. The employee shall possess a current commercial vehicle driver's license for driving a school bus;
2. Have undergone a physical examination, which shall include a drug test, by a licensed physician or advanced practice nurse within the past two years; and
3. A current valid certificate of school bus driver in service training.

Each person's initial employment for a job entailing a safety sensitive function is conditioned upon the district receiving a negative drug test result for that employee. The offer of employment is also conditioned upon the employee's signing an authorization for the request for information by the district from the Commercial Driver Alcohol and Drug Testing Database.

### **Methods of Testing**

The collection, testing methods and standards shall be determined by the agency or other medical organizations chosen by the School Board to conduct the collection and testing of samples. The drug and alcohol testing is to be conducted by a laboratory certified pursuant to the most recent guidelines issued by the United States Department of Health and Human Services for such facilities ("Mandatory Guidelines for Federal Workplace Drug Testing Programs").

### **Definitions**

"Safety sensitive function" includes:

- l) All time spent inspecting, servicing, and/or preparing the vehicle;
- m) All time spent driving the vehicle;
- n) All time spent loading or unloading the vehicle or supervising the loading or unloading of the vehicle; and
- o) All time spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

"School Bus" is a motorized vehicle that meets the following requirements:

4. Is designed to carry more than ten (10) passengers;
5. Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District; and
6. Is operated for the transportation of students from home to school, from school to home, or to and from school events.

### **Requirements**

Employees shall be drug and alcohol free from the time the employee is required to be ready to work until the employee is relieved from the responsibility for performing work and/or any time they are performing a



safety-sensitive function. In addition to the testing required as an initial condition of employment, employees shall submit to subsequent drug tests as required by law and/or regulation. Subsequent testing includes, and/or is triggered by, but is not limited to:

5. Random tests;
6. Testing in conjunction with an accident;
7. Receiving a citation for a moving traffic violation; and
8. Reasonable suspicion.

### **Prohibitions**

- Q. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater;
- R. No driver shall use alcohol while performing safety-sensitive functions;
- S. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol;
- T. No driver required to take a post-accident alcohol test under # 2 above shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first;
- U. No driver shall refuse to submit to an alcohol or drug test in conjunction with # 1, 2, and/or 4 above;
- V. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when using any controlled substance, except when used pursuant to the instructions of a licensed medical practitioner who, with knowledge of the driver's job responsibilities, has advised the driver that the substance will not adversely affect the driver's ability to safely operate his/her vehicle. It is the employee's responsibility to inform his/her supervisor of the employee's use of such medication;
- W. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

Violation of any of these prohibitions may lead to disciplinary action being taken against the employee, which could include termination or non-renewal.

### **Testing for Cause**

Drivers involved in an accident in which there is a loss of another person's life shall be tested for alcohol and controlled substances as soon as practicable following the accident. Drivers shall also be tested for alcohol within eight (8) hours and for controlled substances within thirty two (32) hours following an accident for which they receive a citation for a moving traffic violation if the accident involved: 1) bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or 2) one or more motor vehicles incurs disabling damage as a result of the accident requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

### **Refusal to Submit**

Refusal to submit to an alcohol or controlled substance test means that the driver:

- Failed to appear for any test within a reasonable period of time as determined by the employer consistent with applicable Department of Transportation agency regulation;
- Failed to remain at the testing site until the testing process was completed;



- Failed to provide a urine specimen for any required drug test;
- Failed to provide a sufficient amount of urine without an adequate medical reason for the failure;
- Failed to undergo a medical examination as directed by the Medical Review Officer as part of the verification process for the previous listed reason;
- Failed or declined to submit to a second test that the employer or collector has directed the driver to take;
- Failed to cooperate with any of the testing process; and/or
- Adulterated or substituted a test result as reported by the Medical Review Officer.

School bus drivers should be aware that refusal to submit to a drug test when the test is requested based on a reasonable suspicion can constitute grounds for criminal prosecution.

### **Consequences for Violations**

Drivers who engage in any conduct prohibited by this policy, who refuse to take a required drug or alcohol test, refuse to sign the request for information required by law, or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety sensitive functions. Actions regarding their continued employment shall be taken in relation to their inability to perform these functions and could include termination or non-renewal of their contract of employment.

Drivers who exhibit signs of violating the prohibitions of this policy relating to alcohol or controlled substances shall not be allowed to perform or continue to perform safety-sensitive functions if they exhibit those signs during, just preceding, or just after the period of the work day that the driver is required to be in compliance with the provisions of this policy. This action shall be based on specific, contemporaneous, articulatable observations concerning the behavior, speech, or body odors of the driver. The Superintendent or his/her designee shall require the driver to submit to “reasonable suspicion” tests for alcohol and controlled substances. The direction to submit to such tests must be made just before, just after, or during the time the driver is performing safety-sensitive functions. If circumstances prohibit the testing of the driver the Superintendent or his/her designee shall remove the driver from reporting for, or remaining on, duty for a minimum of 24 hours from the time the observation was made triggering the driver’s removal from duty.

If the results for an alcohol test administered to a driver is equal to or greater than 0.02, but less than 0.04, the driver shall be prohibited from performing safety-sensitive functions for a period no less than 24 hours from the time the test was administered. Unless the loss of duty time triggers other employment consequence policies, no further other action against the driver is authorized by this policy for test results showing an alcohol concentration of less than 0.04.

Legal References:       A.C.A. § 6-19-108  
                                   A.C.A. § 6-19-119  
                                   A.C.A. § 27-23-201 et seq.  
                                   49 C.F.R. § 382.101 – 605  
                                   49 C.F.R. § part 40

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Date Adopted: 6/13/2019

Last Revised:

## **8.5—CLASSIFIED EMPLOYEES SICK LEAVE**

### **Definitions**

1. “Employee” is an employee of the District working 20 or more hours per week who is not required to have a teaching license as a condition of his employment.
2. “Sick Leave” is absence from work due to illness, whether by the employee or a member of the employee’s immediate family, or due to a death in the family. The principal shall determine whether sick leave will be approved on the basis of a death outside the immediate family of the employee.
3. “Excessive Sick Leave” is absence from work, whether paid or unpaid, that exceeds twelve (12) days in a contract year for an employee and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the American’s With Disabilities Act; or due to a compensable Workers’ Compensation claim.
4. “Grossly Excessive Sick Leave” is absence from work, whether paid or unpaid, that exceeds 10% of the employee’s contract length and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the American’s With Disabilities Act; or due to a compensable Workers’ Compensation claim.
5. “Current Sick Leave” means those days of sick leave for the current contract year, which leave is granted at the rate of one day of sick leave per month worked, or major part thereof.
6. “Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of ninety (90) days accrued from previous contracts, but not used. Accumulated sick leave also includes the sick leave transferred from an employee’s previous public school employment.
7. “Immediate family” means an employee’s spouse, child, parent, or any other relative provided the other relative lives in the same household as the employee.

### **Sick Leave**

The principal has the discretion to approve sick leave for an employee to attend the funeral of a person who is not related to the employee, under circumstances deemed appropriate by the principal.

Employees who are adopting or seeking to adopt a minor child or minor children may use up to fifteen (15) sick leave days in any school year for absences relating to the adoption, including time needed for travel, time needed for home visits, time needed for document translation, submission or preparation, time spent with legal or adoption agency representatives, time spent in court, and bonding time. See also, 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE, which also applies. Except for bonding time, documentation shall be provided by the employee upon request.



Pay for sick leave shall be at the employee's daily rate of pay, which is that employee's hourly rate of pay times the number of hours normally worked per day. Absences for illness in excess of the employee's accumulated and current sick leave shall result in a deduction from the employee's pay at the daily rate as defined above.

At the discretion of the Superintendent, and, if FMLA is applicable, subject to the certification or recertification provisions contained in policy 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE the District may require a written statement from the employee's physician documenting the employee's illness. Failure to provide such documentation of illness may result in sick leave not being paid, or in discipline up to and including termination.

If the employee's absences are excessive or grossly excessive as defined by this policy, disciplinary action may be taken against the employee, which could include termination or nonrenewal of the contract of employment. The superintendent shall have the authority when making his/her determination to consider the totality of circumstances surrounding the absences and their impact on district operations or student services.

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

When an employee takes sick leave, the District shall determine if the employee is eligible for FMLA leave and if the leave qualifies for FMLA leave. The District may request additional information from the employee to help make the applicability determination. If the employee is eligible for FMLA leave and if the leave qualifies under the FMLA, the District will notify the employee in writing, of the decision within five (5) workdays. If the circumstances for the leave as defined in policy 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE don't change, the District is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave within any applicable twelve (12) month period. To the extent the employee has accumulated sick leave, any sick leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave including, once an employee exhausts his/her accumulated sick leave, vacation or personal leave. See 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE.

### **Sick Leave and Outside Employment**

Sick leave related absence from work (e.g. sick leave for personal or family illness or accident, Workers Comp, and FMLA) inherently means the employee is also incapable of working at any source of outside employment. Except as provided in policy 8.36, if an employee who works a non-district job while taking district sick leave for personal or family illness or accident, Workers Comp, or FMLA, shall be subject to discipline up to and including termination.

Cross References:       8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT  
                                  8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE  
                                  8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS'  
                                  COMPENSATION

Legal References:       A.C.A. § 6-17-1301 et seq.  
                                  29 USC §§ 2601 et seq.  
                                  29 CFR 825.100 et seq.

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Date Adopted: 6/13/2019

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**8.6—Removed Policy**



## 8.7—CLASSIFIED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE

For the district to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The district acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day. Each full-time employee shall receive two (2) days of personal leave per contract year. The leave may be taken in increments of no less than 1.

Employees shall take personal leave or leave without pay for those absences which are not due to attendance at school functions which are related to their job duties and do not qualify for other types of leave (for sick leave see Policy 8.5, for professional leave see below).

“School functions”, for the purposes of this policy, means:

3. Athletic or academic events related to a public school district; and
4. Meetings and conferences related to education.

The determination of what activities meet the definition of a school function shall be made by the employee’s immediate supervisor or designee. In no instance shall paid leave in excess of allotted vacation days and/or personal days be granted to an employee who is absent from work while receiving remuneration from another source as compensation for the reason for their absence.

Any employee desiring to take personal leave may do so by making a written request to his/her supervisor at least twenty-four (24) hours prior to the time of the requested leave. The twenty-four hour requirement may be waived by the supervisor when the supervisor deems it appropriate.

Employees who fail to report to work when their request for a personal day has been denied or who have exhausted their allotted personal days, shall lose their daily rate of pay for the day(s) missed (leave without pay). While there are instances where personal circumstances necessitate an employee’s absence beyond the allotted days of sick and/or personal leave, any employee who requires leave without pay must receive advance permission (except in medical emergencies and/or as permitted by policy 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE) from their immediate supervisor. Failure to report to work without having received permission to be absent is grounds for discipline, up to and including termination.

Personal leave may accumulate from one contract year to the next up to a maximum of five (5) days. At the close of the fiscal year, personal leave over five (5) days shall be automatically converted to sick leave by the payroll department.

### Professional Leave

“Professional Leave” is leave granted for the purpose of enabling an employee to participate in professional activities (e.g., workshops or serving on professional committees) which can serve to improve the school District’s instructional program or enhances the employee’s ability to perform his duties. Professional leave will also be granted when a school District’s employee is subpoenaed for a matter arising out of the employee’s employment with the school District. Any employee seeking professional leave must make a written request to his immediate supervisor, setting forth the information necessary for the supervisor to make an informed decision. The supervisor’s decision is subject to review and overruling by the superintendent.

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Budgeting concerns and the potential benefit for the District's students will be taken into consideration in reviewing a request for professional leave.

Applications for professional leave should be made as soon as possible following the employee's discerning a need for such leave, but, in any case, no less than two (2) weeks before the requested leave is to begin, if possible.

If the employee does not receive or does not accept remuneration for his/her participation in the professional leave activity and a substitute is needed for the employee, the District shall pay the full cost of the substitute. If the employee receives and accepts remuneration for his/her participation in the professional leave activity, the employee shall forfeit his/her daily rate of pay from the District for the time the employee misses. The cost of a substitute, if one is needed, shall be paid by the employee/District

Legal Reference:       A.C.A. § 6-17-211

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## **8.8—CLASSIFIED PERSONNEL RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS**

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

While Levels 1 and 2 place no restrictions prohibiting the individual’s presence on a school campus, Levels 3 and 4 have specific prohibitions. These are specified in Policy 6.10—SEX OFFENDERS ON CAMPUS (MEGAN’S LAW) and it is the responsibility of district staff to know and understand the policy and, to the extent requested, aid school administrators in enforcing the restrictions placed on campus access to Level 3 and Level 4 sex offenders.

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

Cross Reference:           6.10—SEX OFFENDERS ON CAMPUS (MEGAN’S LAW)

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

Date Adopted: 6/13/2019

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## **8.9—PUBLIC OFFICE –CLASSIFIED PERSONNEL**

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

No sick leave will be granted for the employee's participation in such public office. The employee may take personal leave or vacation (if applicable), if approved in advance by the Superintendent, during his/her absence.

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

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

Cross Reference: Policy 8.17—Classified Personnel Political Activity

Legal Reference: A.C.A. § 6-17-115

Date Adopted: 6/13/2019

Last Revised:



## **8.10—JURY DUTY –CLASSIFIED PERSONNEL**

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

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

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

Legal Reference:       A.C.A. § 16-31-106

Date Adopted: 6/13/2019

Last Revised:



## 8.11—OVERTIME, COMPTIME, and COMPLYING WITH FLSA

The Gentry School District shall comply with those portions of the Fair Labor Standards Act (FLSA) that relate to the operation of public schools. The FLSA requires that covered employees receive compensation for each hour worked at greater than or equal to the applicable minimum wage for work weeks of less than or equal to forty (40) hours. It also requires that employees be compensated for workweeks of greater than forty (40) hours at one and a half (1 ½) times their regular hourly rate of pay, either monetarily or through compensatory time off.

### Definitions

“Covered Employees” (also defined as non-exempt employees) are those employees who are not exempt, generally termed classified, and include bus drivers, clerical workers, maintenance personnel, custodians, transportation workers, receptionists, paraprofessionals, food service workers, secretaries, and bookkeepers.

“Exempt Employees” are those employees who are not covered under the FLSA because the employee’s:

- A. Primary job duties are considered to be exempt eligible due to being administrative or professional in nature. Examples include teachers, counselors, registered nurses, and supervisors; and
- B. Salary meets or exceeds a minimum weekly/annual amount.

Any employee who is unsure of their coverage status should consult with the District’s Administration.

“Overtime” is hours worked in excess of forty (40) per workweek. Compensation given for hours **not** worked such as for holidays or sick days do **not** count in determining hours worked per work week.

“Regular Rate of Pay” includes all forms of remuneration for employment and shall be expressed as an hourly rate. For those employees previously paid on a salary basis, the salary shall be converted to an hourly equivalent. Employees shall be paid for each and every hour worked.

“Straight time pay” is the amount of hourly compensation an employee receives for each hour worked during that week.

“Workweek” is the seven day consecutive period of time from 12:00 AM on Sunday to midnight on the following Saturday. Each workweek is independent of every other workweek for the purpose of determining the number of hours worked and the remuneration entitled to by the employee for that week.

### Employment Relationships

The District does not have an employment relationship in the following instances:

1. Between the District and student teachers;
2. Between the District and its students; and
3. Between the District and individuals who as a public service volunteer or donate their time to the District without expectation or promise of compensation.

The District does not have a joint employment relationship in the following instances:

- a. Between the District and off-duty policemen or deputies who are hired on a part-time basis for security purposes or crowd control. The District is separate from and acts independently of other governmental entities.

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- b. Between the District and any agency contracted with to provide transportation services, security services, substitute teachers or other temporary employees, or other services.

### **Hours Worked**

Employees shall be compensated for all the time they are required to be on duty and shall be paid for all hours worked each workweek. Employees shall accurately record the hours they work each week.

The District shall determine the manner to be used by employees to accurately record the hours they work. Each employee shall record the exact time they commence and cease work including meal breaks. Employees arriving early may socialize with fellow workers who are off the clock, but shall not commence working without first recording their starting time.

Employees shall sign in/clock in where they start work and sign out/clock out at the site where they cease working. Employees who do not start and end their workday at the same site shall carry a time card or sheet with them to accurately record their times. They shall turn in their time sheets or cards to their immediate supervisor no later than the following Monday morning after reviewing them to be sure that they accurately reflect their hours worked for that week.

Each employee is to personally record his or her own times. Any employee who signs in or out (or who punches a time clock) for another employee or who asks another employee to do so for him or her will be dismissed.

Employees whose normal workweek is less than forty (40) hours and who work more than their normal number of hours in a given workweek may, at the District's option, be given compensatory time for the hours they worked in excess of their normal workweek in lieu of their regular rate pay. Compensatory time given in this manner shall be subject to the same conditions regarding accumulation and use as compensatory time given in lieu of overtime pay.

### **Breaks and Meals**

Each employee working more than twenty (20) hours per week shall be provided two (2), paid, fifteen (15) minute duty free breaks per workday.

Each classified employee, when possible, shall have a 30 minute paid, duty-free lunch break within the eight (8) hour workday.

### **Overtime**

Covered employees shall be compensated at not less than one and a half (1.5) times his or her regular rate of pay for all hours worked over forty (40) in a workweek. Overtime compensation shall be computed on the basis of the hours worked in each week and may not be waived by either the employee or the District. Overtime compensation shall be paid on the next regular payday for the period in which the overtime was earned.

The rate of overtime pay for employees who work two (2) or more jobs for the District at different rates of pay shall be determined by creating a weighted average of the different rates (a.k.a. blended rate). The weighted average will be calculated by multiplying the number of hours worked during that week for each position by the position's rate of pay, combining the resulting amounts for each position (straight time pay), and dividing

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the straight time pay by the total number of hours the employee worked in that week. The weighted average will then be multiplied by one half (0.5), which will then be multiplied by the number of hours the employee worked that week over forty (40).

Provided the employee and the District have a written agreement or understanding before the work is performed, compensatory time off may be awarded in lieu of overtime pay for hours worked over forty (40) in a workweek and shall be awarded on a one-and-one-half (1 1/2) time basis for each hour of overtime worked. The District reserves the right to determine if it will award compensatory time in lieu of monetary pay for the overtime worked. The maximum number of compensatory hours an employee may accumulate at a time is twenty (20). The employee must be able to take the compensatory time off within a reasonable period of time that is not unduly disruptive to the District.

An employee whose employment is terminated with the District, whether by the District or the employee, shall receive monetary compensation for unused compensatory time. Of the following methods, the one that yields the greatest money for the employee shall be used.

18. The average regular rate received by the employee during the last 3 years of employment. Or
19. The final regular rate received by the employee.

### **Overtime Authorization**

There will be instances where the district's needs necessitate an employee work overtime. It is the Board's desire to keep overtime worked to a minimum. To facilitate this, employees shall receive authorization from their supervisor in advance of working overtime except in the rare instance when it is unforeseen and unavoidable.

All overtime worked will be paid in accordance with the provisions of the FLSA, but unless the overtime was pre-approved or fit into the exceptions noted previously, disciplinary action shall be taken for failure to follow District policy. In extreme and repeated cases, disciplinary action could include the termination of the employee.

### **Leave Requests**

All covered employees shall submit a leave request form prior to taking the leave if possible. If a request for leave was not possible in advance due to unforeseen or emergency circumstances, the leave form shall be turned in the day the employee returns to work. Unless specifically granted by the Board for special circumstances, the reason necessitating the leave must fall within District policy.

Payment for leave could be delayed or not occur if an employee fails to turn in the required leave form. Leave may be taken in a minimum of eight (8) hour increments.

### **Record Keeping and Postings**

The District shall keep and maintain records as required by the FLSA for the period of time required by the act.

The District shall display minimum wage posters where employees can readily observe them.

### **Cooperation with Enforcement Officials**

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All records relating to the FLSA shall be available for inspection by, and District employees shall cooperate fully with, officials from the Department of Labor (DOL) and/or its authorized representatives in the performance of their jobs relating to:

- a. Investigating and gathering data regarding the wages, hours, and other conditions and practices of employment;
- b. Entering, inspecting, and/or transcribing the premises and its records;
- c. Questioning employees and investigating such facts as the inspectors deem necessary to determine whether any person has violated any provision of the FLSA.

Legal References:

- A: 29 USC § 206(a), ACA § 6-17-2203
- B: 29 USC § 207(a)(1), 29 CFR § 778.100
- C: 29 USC § 207(o), 29 CFR § 553.50
- D: 29 USC § 213(a), 29 CFR §§ 541 et seq.
- E: 29 CFR § 778.218(a)
- F: 29 USC § 207(e), 29 CFR § 778.108
- G: 29 CFR § 778.105
- H: 29 CFR §§ 785.9, 785.16
- I: 29 CFR § 516.2(7)
- J: 29 CFR §§ 785.1 et seq.
- K: A.C.A. § 6-17-2205
- L: 29 CFR §§ 785.19
- M: 29 USC § 207(a), 29 CFR § 778.100, 29 USC § 207(o), 29 CFR §§ 553.20 – 553.32
- N: 29 CFR § 778.106
- O: 29 USC § 207(g)(2), 29 CFR § 778.115
- P: 29 USC § 207(o)(2)(A), 29 CFR § 553.23
- Q: 29 CFR § 553.20
- R: 29 USC § 207(o)(4), 29 CFR § 553.27
- S: 29 USC § 211(c), 29 CFR §§ 516.2, 516.3, 553.50
- T: 29 CFR § 516.4
- U: 29 CFR §§ 516.5, 516.6
- V: 29 USC § 211(a)(b)

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## **8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT**

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

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

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

When a classified employee is additionally employed by the District by a contract for a second classified position or to perform supplementary duties for a stipend or multiplier, the duties, expectations, and obligations of the primary position employment contract shall prevail over all other employment duties unless the needs of the district dictate otherwise. If there is a conflict between the expectations of the primary position and any other contracted position, the employee shall notify the employee's building principal as far in advance as is practicable. The Building principal shall verify the existence of the conflict by contacting the supervisor of the secondary contracted position. The building principal shall determine the needs of the district on a case-by-case basis and rule accordingly. The principal's decision is final with no appeal to the Superintendent or the School Board. Frequent conflicts or scheduling problems could lead to the non-renewal or termination of the conflicting contract of employment or the contract to perform the supplementary duties.

For employees who work two or more jobs for the District, the superintendent or designee shall specify which is the employee's primary job. If circumstances change, the determination can be changed to reflect the current needs of the District. Furthermore, if on any given day, one of the employee's jobs requires more hours worked than is customary, the District reserves the right to lessen the number of hours the employee may work in his/her other job such that the employee does not exceed forty (40) hours worked in that week.

### **Sick Leave and Outside Employment**

Sick leave related absence from work (e.g. sick leave for personal or family illness or accident, Workers Comp, and FMLA) inherently means the employee is also incapable of working at any source of outside employment. Except as provided in policy 8.26, if an employee who works a non-district job while taking district sick leave for personal or family illness or accident, Workers Comp, or FMLA shall be subject to discipline up to and including termination.



Cross References:      8.5—CLASSIFIED EMPLOYEES SICK LEAVE  
                                 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE  
                                 8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS’  
                                 COMPENSATION

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

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## **8.13—CLASSIFIED PERSONNEL EMPLOYMENT**

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

If the employee provides false or misleading information, or if he/she withholds information to the same effect, it may be grounds for dismissal. In particular, it will be considered a material misrepresentation and grounds for termination of contract of employment if an employee's application information is discovered to be other than as was represented by the employee, either in writing on application materials or in the form of representations made to the school district.

It is grounds for termination of contract of employment if an employee fails a criminal background check or receives a true report on the Child Maltreatment Central Registry check.

An employee who receives notification of a failure to pass a criminal background check or a true result on the Child Maltreatment Central Registry check shall have thirty (30) days following the notification to submit to the superintendent, or designee, a written request for a hearing before the Board to request a waiver. The written request should include any documentation, such as police reports, or other materials that are related to the event giving rise to the failed background check or true result on the Child Maltreatment Registry as well as information supporting your request for the waiver. Employees requesting a board hearing to request a waiver should be aware that this hearing is subject to the Arkansas Freedom of Information Act and it must be fully open to the public as a result.

For unlicensed individuals employed as teachers or administrators under a waiver, all teachers who begin employment in the 2021-2022 school year and each school year thereafter shall demonstrate proficiency or awareness in knowledge and practices in scientific reading instruction as is applicable to their teaching position by completing the prescribed proficiency or awareness in knowledge and practices of the scientific reading instruction credential either as a condition of licensure or within one (1) year for teachers who are already licensed or employed as a teacher under a waiver from licensure.

Before the superintendent may make a recommendation to the Board that an individual be hired by the District, the superintendent shall check the Arkansas Educator Licensure System to determine if the individual has a currently suspended or revoked teaching license or a current Level 3 or Level 4 public notification of ethics violation. An individual with a currently suspended license or whose license has been revoked by the State Board of Education is not eligible to be employed by the District; this prohibition includes employment as a substitute teacher, whether directly employed by the District or providing substitute teaching services under contract with an outside entity. An individual with a current Level 3 or Level 4 public notification of ethics violation shall not be recommended for employment by the District.

The District is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, pregnancy, sexual orientation, gender identity, age, disability, or genetic information.

Inquiries on non-discrimination may be directed to the Superintendent, who may be reached at 479-736-2253.



For further information on notice of non-discrimination or to file a complaint, visit <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm>; for the address and phone number of the office that serves your area, or call 1-800-421-3481.

In accordance with Arkansas law, the District provides a veteran preference to applicants who qualify for one of the following categories:

1. a veteran without a service-connected disability;
2. a veteran with a service-connected disability; and
3. a deceased veteran's spouse who is unmarried throughout the hiring process.

For purposes of this policy, "veteran" is defined as:

- a. A person honorably discharged from a tour of active duty, other than active duty for training only, with the armed forces of the United States; or
- b. Any person who has served honorably in the National Guard or reserve forces of the United States for a period of at least six (6) years, whether or not the person has retired or been discharged.

In order for an applicant to receive the veteran's preference, the applicant must be a citizen and resident of Arkansas, be substantially equally qualified as other applicants and do all of the following:

1. Indicate on the employment application the category the applicant qualifies for;
2. Attach the following documentation, **as applicable**, to the employment application:
  - Form DD-214 indicating honorable discharge;
  - A letter dated within the last six months from the applicant's command indicating years of service in the National Guard or Reserve Forces as well as the applicant's current status;
  - Marriage license;
  - Death certificate;
  - Disability letter from the Veteran's Administration (in the case of an applicant with a service-related disability).

Failure of the applicant to comply with the above requirements shall result in the applicant not receiving the veteran preference; in addition, meeting the qualifications of a veteran or spousal category does not guarantee either an interview or being hired.

Legal References:       Arkansas Department of Education Rules Governing Background Checks  
Arkansas Department of Education Rules Governing the Code of Ethics for Arkansas Educators

A.C.A. § 6-17-301	28 C.F.R. § 35.106
A.C.A. § 6-17-414	34 C.F.R. § 110.25
A.C.A. § 6-17-428	29 C.F.R. part 1635
A.C.A. § 6-17-429	34 C.F.R. § 100.6
A.C.A. § 21-3-302	34 C.F.R. § 104.8
A.C.A. § 21-3-303	34 C.F.R. § 106.9
A.C.A. § 25-19-101 et seq.	34 C.F.R. § 108.9

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## **8.14—CLASSIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES**

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

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

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

The provisions of policy 7.12—EXPENSE REIMBURSEMENT are incorporated by reference into this policy.

Cross Reference: Policy            7.12—EXPENSE REIMBURSEMENT

Date Adopted: 6/13/2019

Last Revised:



## **8.15—CLASSIFIED PERSONNEL TOBACCO USE**

Smoking or use of tobacco or products containing tobacco in any form (including, but not limited to, cigarettes, cigars, chewing tobacco, and snuff) in or on any real property owned or leased by a District school, including school buses owned or leased by the District, or other school vehicles is prohibited.

With the exception of recognized tobacco cessation products, this policy's prohibition includes any tobacco or nicotine delivery system or product. Specifically, the prohibition includes any product that is manufactured, distributed, marketed, or sold as e-cigarettes, e-cigars, e-pipes, or under any other name or descriptor.

Violation of this policy by employees shall be grounds for disciplinary action up to, and including, dismissal.

Legal Reference:       A.C.A. § 6-21-609

Date Adopted: 6/13/2019

Last Revised:





## **8.16—DRESS OF CLASSIFIED EMPLOYEES**

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

Date Adopted: 6/13/2019

Last Revised:



## **8.17—CLASSIFIED PERSONNEL POLITICAL ACTIVITY**

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

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

6. Using students for preparation or dissemination of campaign materials;
7. Distributing political materials;
8. Distributing or otherwise seeking signatures on petitions of any kind;
9. Posting political materials; and
10. Discussing political matters with students, in or out of the classroom, in other than circumstances appropriate to the employee's responsibilities to the students and where a legitimate pedagogical reason exists.

Date Adopted: 6/13/2019

Last Revised:



## **8.18—CLASSIFIED PERSONNEL DEBTS**

For the purposes of this policy, "garnishment" of a district employee is when the employee has lost a lawsuit to a judgment creditor who brought suit against a school district employee for an unpaid debt, has been awarded money damages as a result, and these damages are recoverable by filing a garnishment action against the employee's wages. For the purposes of this policy, the word "garnishment" excludes such things as child support, student loan or IRS liens or deductions levied against an employee's wages.

All employees are expected to meet their financial obligations. If an employee writes "hot" checks or has his/her income garnished by a judgment creditor, dismissal may result.

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

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

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

Date Adopted: 6/13/2019

Last Revised:



## 8.19—CLASSIFIED PERSONNEL GRIEVANCES

The purpose of this policy is to provide an orderly process for employees to resolve, at the lowest possible level, their concerns related to the personnel policies or salary payments of this district.

### Definitions

**Grievance:** a claim or concern related to the interpretation, application, or claimed violation of the personnel policies, including salary schedules, federal or state laws and regulations, or terms or conditions of employment, raised by an individual employee of this school district. Other matters for which the means of resolution are provided or foreclosed by statute or administrative procedures shall not be considered grievances. Specifically, no grievance may be entertained against a supervisor for directing, instructing, reprimanding, or “writing up” an employee under his/her supervision. A group of employees who have the same grievance may file a group grievance.

**Group Grievance:** A grievance may be filed as a group grievance if it meets the following criteria: (meeting the criteria does not ensure that the subject of the grievance is, in fact, grievable)

1. More than one individual has interest in the matter; and
2. The group has a well-defined common interest in the facts and/or circumstances of the grievance; and
3. The group has designated an employee spokesperson to meet with administration and/or the board; and
4. All individuals within the group are requesting the same relief.

**Employee:** any person employed under a written contract by this school district.

**Immediate Supervisor:** the person immediately superior to an employee who directs and supervises the work of that employee.

**Working day:** Any weekday other than a holiday whether or not the employee under the provisions of their contract is scheduled to work or whether they are currently under contract.

### Process

**Level One:** An employee who believes that he/she has a grievance shall inform that employee’s immediate supervisor that the employee has a potential grievance and discuss the matter with the supervisor within five working days of the occurrence of the grievance. The supervisor shall offer the employee an opportunity to have a witness or representative who is not a member of the employee’s immediate family present at their conference. (The five-day requirement does not apply to grievances concerning back pay.) If the grievance is not advanced to Level Two within five working days following the conference, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

If the grievance cannot be resolved by the immediate supervisor, the employee can advance the grievance to Level Two. To do this, the employee must complete the top half of the Level Two Grievance Form within five working days of the discussion with the immediate supervisor, citing the manner in which the specific personnel policy was violated that has given rise to the grievance, and submit the Grievance Form to his/her immediate supervisor. The supervisor will have ten working days to respond to the grievance using the bottom



half of the Level Two Grievance Form which he/she will submit to the building principal or, in the event that the employee's immediate supervisor is the building principal, the superintendent.

Level Two (when appeal is to the building principal): Upon receipt of a Level Two Grievance Form, the building principal will have ten working days to schedule a conference with the employee filing the grievance. The principal shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the principal will have ten working days in which to deliver a written response to the grievance to the employee. If the grievance is not advanced to Level Three within five working days the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

Level Two (when appeal is to the superintendent): Upon receipt of a Level Two Grievance Form, the superintendent will have ten working days to schedule a conference with the employee filing the grievance. The superintendent shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the superintendent will have ten working days in which to deliver a written response to the grievance to the employee.

Level Three: If the proper recipient of the Level Two Grievance was the building principal, and the employee remains unsatisfied with the written response to the grievance, the employee may advance the grievance to the superintendent by submitting a copy of the Level Two Grievance Form and the principal's reply to the superintendent within five working days of his/her receipt of the principal's reply. The superintendent will have ten working days to schedule a conference with the employee filing the grievance. The superintendent shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the superintendent will have ten working days in which to deliver a written response to the grievance to the employee.

Appeal to the Board of Directors: An employee who remains unsatisfied by the written response of the superintendent may appeal the superintendent's decision to the Board of Education within five working days of his/her receipt of the Superintendent's written response by submitting a written request for a board hearing to the superintendent. If the grievance is not appealed to the Board of Directors within five working days of his/her receipt of the superintendent's response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the superintendent's reply, the board will decide if the grievance, on its face, is grievable under district policy. If the grievance is presented as a "group grievance," the Board shall first determine if the composition of the group meets the definition of a "group grievance." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently refile their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who is not a member of the employee's immediate family at the appeal hearing before the Board of Directors. The employee shall

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have no less than 90 minutes to present his/her grievance, unless a shorter period is agreed to by the employee, and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any student under the age of eighteen years who gives testimony may elect to have the student's testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Board of Directors may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

### **Records**

Records related to grievances will be filed separately and will not be kept in, or made part of, the personnel file of any employee.

### **Reprisals**

No reprisals of any kind will be taken or tolerated against any employee because he/she has filed or advanced a grievance under this policy.

Legal References:       A.C.A. § 6-17-208, 210

Date Adopted: 6/13/2019

Last Revised:

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**8.19F—LEVEL TWO GRIEVANCE FORM - CLASSIFIED**

Name: \_\_\_\_\_

Date submitted to supervisor: \_\_\_\_\_

Classified Personnel Policy grievance is based upon:

\_\_\_\_\_

Grievance (be specific):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

What would resolve your grievance?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supervisor's Response

Date submitted to recipient: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Adopted: 6/13/2019

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## 8.20—CLASSIFIED PERSONNEL SEXUAL HARASSMENT

The Gentry School District is committed to providing an academic and work environment that treats all students and employees with respect and dignity. Student achievement and amicable working relationships are best attained in an atmosphere of equal educational and employment opportunity that is free of discrimination. Sexual harassment is a form of discrimination that undermines the integrity of the educational and work environment and will not be tolerated.

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

- the nature of sexual harassment;
- The District’s written procedures governing the formal complaint grievance process;
- The process for submitting a formal complaint of sexual harassment;
- That the district does not tolerate sexual harassment;
- That students and employees can report inappropriate behavior of a sexual nature without fear of adverse consequences;
- The supports that are available to individuals suffering sexual harassment; and
- The potential discipline for perpetrating sexual harassment.

### Definitions

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

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

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

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

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

3. A District employee:
  - c. Conditions the provision of an aid, benefit, or service of the District on an individual’s participation in unwelcome sexual conduct; or
  - d. Uses the rejection of unwelcome sexual conduct as the basis for academic decisions affecting that individual;
4. The conduct is:
  - h. Unwelcome; and





- i. Determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
- j. Constitutes:
- k. Sexual assault;
- l. Dating violence
- m. Domestic violence; or
- n. Stalking.

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

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

Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behaviors or when a single, serious act is committed. What is, or is not, sexual harassment will depend upon all of the surrounding circumstances and may occur regardless of the sex(es) of the individuals involved. Depending upon such circumstances, examples of sexual harassment include, but are not limited to:

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

Employees who believe they have been subjected to sexual harassment are encouraged to submit a report to their immediate supervisor, an administrator, or the Title IX coordinator. Under no circumstances shall an employee be required to first report allegations of sexual harassment to a school contact person if that person is the individual who is accused of the sexual harassment. If the District staff member who received a report of



alleged sexual harassment is not the Title IX Coordinator, then the District staff person shall inform the Title IX Coordinator of the alleged sexual harassment. As soon as reasonably possible after receiving a report of alleged sexual harassment from another District staff member or after receiving a report directly through any means, the Title IX Coordinator shall contact the complainant to:

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

### **Supportive Measures**

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

### **Formal Complaint**

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

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

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

The District may consolidate formal complaints of allegations of sexual harassment where the allegations of sexual harassment arise out of the same facts or circumstances and the formal complaints are against more than one respondent; or by more than one complainant against one or more respondents; or by one party

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against the other party. When the District has consolidated formal complaints so that the grievance process involves more than one complainant or more than one respondent, references to the singular “party”, “complainant”, or “respondent” include the plural, as applicable.

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

- Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the District and not on the parties;
- Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege or access, consider, disclose, or otherwise use a party’s records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional’s or paraprofessional’s capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party unless the District obtains the parent, legal guardian, or other responsible adult of that party’s voluntary, written consent or that party’s voluntary, written consent if the party is over the age of eighteen (18) to do so for the grievance process;
- Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding;
- Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation ; this includes evidence:
  - Whether obtained from a party or other source,;
  - The District does not intend to rely upon in reaching a determination regarding responsibility; and
  - That is either Inculpatory or exculpatory; and
- Create an investigative report that fairly summarizes relevant evidence.

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

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

- Provide each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness;



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

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

7. Identification of the allegations potentially constituting sexual harassment;
8. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including:
  - f. Any notifications to the parties;
  - g. Interviews with parties and witnesses;
  - h. site visits;
  - i. Methods used to gather other evidence,; and
  - j. Hearings held;
9. Findings of fact supporting the determination;
10. Conclusions regarding the application of the District’s personnel policies or code of conduct to the facts;
11. A statement of, and rationale for, the result as to each allegation, including:
  - d. A determination regarding responsibility;
  - e. Any disciplinary sanctions imposed on the respondent; and
  - f. Whether remedies designed to restore or preserve equal access to the District’s education program or activity will be provided by the District to the complainant; and
12. The procedures and permissible bases for the complainant and respondent to appeal.

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

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

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

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

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

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

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

### **Appeals**

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

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

For all appeals, the District shall:

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

### **Confidentiality**

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

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



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

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

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

### **Administrative Leave**

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

### **Retaliation Prohibited**

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

### **Disciplinary Sanctions**

It shall be a violation of this policy for any student or employee to be subjected to, or to subject another person to, sexual harassment. Following the completion of the District's grievance process, any employee who is found by the evidence to more likely than not have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination. No disciplinary sanction or other action that is not a supportive measure may be taken against a respondent until the conclusion of the grievance process.

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

### **Records**

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

- Each sexual harassment investigation including:
- Any determination regarding responsibility;
- any disciplinary sanctions imposed on the respondent;
- Any remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity;

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

Cross References:      3.26—LICENSED PERSONNEL SEXUAL HARASSMENT  
                                   4.27—STUDENT SEXUAL HARASSMENT  
                                   5.20—DISTRICT WEBSITE  
                                   7.15—RECORD RETENTION AND DESTRUCTION  
                                   8.13—CLASSIFIED PERSONNEL EMPLOYMENT

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

Date Adopted:6-13-2019  
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## **8.21—CLASSIFIED PERSONNEL SUPERVISION OF STUDENTS**

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

Date Adopted: 6/13/2019

Last Revised:

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## 8.22—CLASSIFIED PERSONNEL COMPUTER USE POLICY

The \_\_\_Gentry\_\_\_ School District provides computers and/or computer Internet access for many employees to assist employees in performing work related tasks. Employees are advised that they enjoy **no expectation of privacy** in any aspect of their computer use, including email, and that under Arkansas law both email and computer use records maintained by the district are subject to disclosure under the Freedom of Information Act. Consequently, no employee or student-related reprimands or other disciplinary communications should be made through email.

Passwords or security procedures are to be used as assigned, and confidentiality of student records is to be maintained at all times. Employees must not disable or bypass security procedures, compromise, attempt to compromise, or defeat the district's technology network security, alter data without authorization, disclose passwords to other staff members or students, or grant students access to any computer not designated for student use. It is the policy of this school district to equip each computer with Internet filtering software designed to prevent users from accessing material that is harmful to minors. The District Information Technology Security Officer or designee may authorize the disabling of the filter to enable access by an adult for a bona fide research or other lawful purpose.

Employees who misuse district-owned computers in any way, including excessive personal use, using computers for personal use during work or instructional time, using computers to violate any other policy, knowingly or negligently allowing unauthorized access, or using the computers to access or create sexually explicit or pornographic text or graphics, will face disciplinary action, up to and including termination or non-renewal of the employment contract.

Legal References:       Children's Internet Protection Act; PL 106-554  
                                  20 USC 6777  
                                  47 USC 254(h)  
                                  A.C.A. § 6-21-107  
                                  A.C.A. § 6-21-111

Date Adopted: 6/13/2019

Last Revised:

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## 8.22F—CLASSIFIED PERSONNEL INTERNET USE AGREEMENT

Name (Please Print) \_\_\_\_\_

School \_\_\_\_\_ Date \_\_\_\_\_

The Gentry School District agrees to allow the employee identified above (“Employee”) to use the district’s technology to access the Internet under the following terms and conditions:

1. Conditional Privilege: The Employee’s use of the district’s access to the Internet is a privilege conditioned on the Employee’s abiding by this agreement.
2. Acceptable Use: The Employee agrees that in using the District’s Internet access he/she will obey all federal and state laws and regulations. Internet access is provided as an aid to employees to enable them to better perform their job responsibilities. Under no circumstances shall an Employee’s use of the District’s Internet access interfere with, or detract from, the performance of his/her job-related duties.
3. Penalties for Improper Use: If the Employee violates this agreement and misuses the Internet, the Employee shall be subject to disciplinary action up to and including termination.
4. “Misuse of the District’s access to the Internet” includes, but is not limited to, the following:
  - a. using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
  - b. using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
  - c. posting anonymous messages on the system;
  - d. using encryption software other than when required by the employee’s job duties;
  - e. wasteful use of limited resources provided by the school including paper;
  - f. causing congestion of the network through lengthy downloads of files other than when required by the employee’s job duties;
  - g. vandalizing data of another user;
  - h. obtaining or sending information that could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
  - i. gaining or attempting to gain unauthorized access to resources or files;
  - j. identifying oneself with another person’s name or password or using an account or password of another user without proper authorization;
  - k. using the network for financial or commercial gain without district permission;
  - l. theft or vandalism of data, equipment, or intellectual property;
  - m. invading the privacy of individuals other than when required by the employee’s job duties;
  - n. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
  - o. introducing a virus to, or otherwise improperly tampering with, the system;
  - p. degrading or disrupting equipment or system performance;
  - q. creating a web page or associating a web page with the school or school district without proper authorization;

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- r. attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
- s. providing access to the District's Internet Access to unauthorized individuals;
- t. taking part in any activity related to Internet use that creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
- u. Making unauthorized copies of computer software;
- v. personal use of computers during instructional time; or
- w. Installing software on district computers without prior approval of the Information Technology Security Officer or his/her designee except for District technology personnel as part of their job duties.

5. Liability for debts: Staff shall be liable for any and all costs (debts) incurred through their use of the District's computers or the Internet including penalties for copyright violations.

6. No Expectation of Privacy: The Employee signing below agrees that in using the Internet through the District's access, he/she waives any right to privacy the Employee may have for such use. The Employee agrees that the district may monitor the Employee's use of the District's Internet Access and may also examine all system activities the Employee participates in, including but not limited to e-mail, voice, and video transmissions, to ensure proper use of the system.

7. Signature: The Employee, who has signed below, has read this agreement and agrees to be bound by its terms and conditions.

Employee's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Date Adopted: 6/13/2019

Last Revised:

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## **8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE\***

The Family and Medical Leave Act (FMLA) offers job protection for leave that might otherwise be considered excessive absences. Employees need to carefully comply with this policy to ensure they do not lose FMLA protection due to inaction or failure to provide the District with needed information. The FMLA provides up to twelve (12) work weeks (or, in some cases, twenty-six (26) weeks) of job-protected leave to eligible employees with absences that qualify under the FMLA. While an employee can request FMLA leave and has a duty to inform the District, as provided in this policy, of foreseeable absences that may qualify for FMLA leave, it is the District's ultimate responsibility to identify qualifying absences as FMLA or non-FMLA. FMLA leave is unpaid, except to the extent that paid leave applies to any given absence as governed by the FMLA and this policy.

### **SECTION ONE—FMLA LEAVE GENERALLY**

#### **Definitions**

“Eligible Employee” is an employee who has:

3. Been employed by the District for at least twelve (12) months, which are not required to be consecutive; and
4. Performed at least 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.

“FMLA” is the Family and Medical Leave Act

“Health Care Provider” means:

- f. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices;
- g. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law;
- h. Nurse practitioners, nurse-midwives, clinical social workers and physician assistants who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law;
- i. Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts. Where an employee or family member is receiving treatment from a Christian Science practitioner, an employee may not object to any requirement from an employer that the employee or family member submit to examination (though not treatment) to obtain a second or third certification from a health care provider other than a Christian Science practitioner except as otherwise provided under applicable State or local law or collective bargaining agreement; or
- j. Any other person determined by the U.S. Secretary of Labor to be capable of providing health care services.

“Instructional Employee” is an employee whose principal function is to teach and instruct students in a class, a small group, or an individual setting and includes athletic coaches, driving instructors, preschool teachers, and special education assistants such as signers for the hearing impaired. The term does not include, and the special



rules related to the taking of leave near the end of a semester do not apply to: teacher assistants or aides who do not have as their principal job actual teaching or instructing, administrators, counselors, librarians, psychologists, and curriculum specialists.

“Intermittent leave” is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule is a leave schedule that reduces an employee’s usual number of working hours per workweek, or hours per workday. A reduced leave schedule is a change in the employee’s schedule for a period of time, normally from full-time to part-time.

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

“Parent” is the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or a daughter. This term does not include parents “in-law.”

“Serious Health Condition” is an injury, illness, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical facility or continuing treatment by a health care provider.

“Son or daughter”, for numbers 1, 2, or 3 below, is a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age eighteen (18), or age eighteen (18) or older and “incapable of self-care because of a mental or physical disability” at the time that FMLA leave is to commence.

“Year” the twelve (12) month period of eligibility shall begin on July first of each school-year.

### **Policy**

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

### **Leave Eligibility**

The District will grant up to twelve (12) weeks of leave in a year in accordance with the FMLA, as amended, to its eligible employees for one or more of the following reasons:

7. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
8. Because of the placement of a son or daughter with the employee for adoption or foster care;
9. To care for the spouse, son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition;
10. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee; and
11. Because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. (See Section Two)
12. To care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury. (See Section Two)

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

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A legally married couple who are both eligible employees employed by the District may not take more than a combined total of twelve (12) weeks of FMLA leave for reasons 1, 2, or to care for a parent under number 3.

### **Provisions Applicable to both Sections One and Two**

#### **District Notice to Employees**

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

#### **Designation Notice to Employee**

When an employee requests FMLA leave or the District determines that an employee's absence may be covered under the FMLA, the District shall provide written notice within five (5) business days (absent extenuating circumstances) to the employee of the District's determination of his/her eligibility for FMLA leave. If the employee is eligible, the District may request additional information from the employee and/or certification from a health care provider to help make the applicability determination. After receiving sufficient information as requested, the District shall provide a written notice within five (5) business days (absent extenuating circumstances) to the employee of whether the leave qualifies as FMLA leave and will be so designated.

If the circumstances for the leave don't change, the District is only required to notify the employee once of the determination regarding the designation of FMLA leave within any applicable twelve (12) month period.

Employees who receive notification that the leave request does not qualify under the FMLA are expected to return to work; further absences that are not otherwise excused could lead to discipline for excessive absences, or termination for job abandonment.

#### **Concurrent Leave Under the FMLA**

All FMLA leave is unpaid unless substituted by applicable accrued leave. The District requires employees to substitute any applicable accrued leave (in the order of sick, personal, or vacation leave as may be applicable) for any period of FMLA leave.

An employee who does not have enough accrued leave to cover the number of days of FMLA leave taken shall not have his/her number of contract days altered because some of the FMLA leave taken was unpaid.

#### **Working at another Job while Taking FMLA for Personal or Family Serious Medical Condition**

No employee on FMLA leave for their own serious medical condition may perform work at another, non-district job while on FMLA leave. Except as provided in policy 8.36, employees who do perform work at another, non-district job while on FMLA leave for their own serious medical condition will be subject to discipline, which could include termination or nonrenewal of their contract of employment.

No employee on FMLA leave for the serious medical condition of a family member may perform work at another, non-district job while on FMLA leave. Employees who do perform work at another, non-district job while on FMLA leave for the serious medical condition of a family member will be subject to discipline, which could include termination or nonrenewal of their contract of employment.

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### **Health Insurance Coverage**

The District shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the District. Additionally, if the District makes a change to its health insurance benefits or plans that apply to other employees, the employee on FMLA leave must be afforded the opportunity to access additional benefits and/or the same responsibility for changes to premiums. Any changes made to a group health plan that apply to other District employees, must also apply to the employee on FMLA leave. The District will notify the employee on FMLA leave of any opportunities to change plans or benefits. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit his/her portion of the cost of the group health plan coverage to the district's business office on or before it would be made by payroll deduction.

The District has the right to pay an employee's unpaid insurance premiums during the employee's unpaid FMLA leave to maintain the employee's coverage during his/her leave. The District may recover the employee's share of any premium payments missed by the employee for any FMLA leave period that the District maintains health coverage for the employee by paying his/her share. Such recovery shall be made by offsetting the employee's debt through payroll deductions or by other means against any monies owed the employee by the District.

An employee who chooses to not continue group health plan coverage while on FMLA leave is entitled to be reinstated on the same terms as prior to taking the leave, including family or dependent coverages, without any qualifying period, physical examination, exclusion of pre-existing conditions, etc.

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

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

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

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

### **Reporting Requirements During Leave**

Unless circumstances exist beyond the employee's control, the employee shall inform the district every two (2) weeks during FMLA leave of his/her current status and intent to return to work.

### **Return to Previous Position**

An employee returning from FMLA leave is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority.

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The employee's right to return to work and/or to the same or an equivalent position does not supersede any actions taken by the District, such as conducting a RIF, that the employee would have been subject to had the employee not been on FMLA leave at the time of the District's actions.

## **Provisions Applicable to Section One**

### **Employee Notice to District**

#### **Foreseeable Leave**

When the need for leave is foreseeable for reasons 1 through 4 listed above, the employee shall provide the District with at least thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take leave for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may have his/her FMLA coverage of such leave delayed until thirty (30) days after the date the employee provides notice.

If there is a lack of knowledge of approximately when the leave will be required to begin, a change in circumstances, or an emergency, notice must be given as soon as practicable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

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

If the need for FMLA leave is foreseeable less than thirty (30) days in advance, the employee shall notify the District as soon as practicable. If the employee fails to notify as soon as practicable, the District may delay granting FMLA leave for the number of days equal to the difference between the number of days in advance that the employee should have provided notice and when the employee actually gave notice.

#### **Unforeseeable Leave**

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the District notice of the need for leave as soon as practicable given the facts and circumstances of the particular case.

Ordinarily, the employee shall notify the District within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, fax, email, or other electronic means. If the eligible employee fails to notify the District as required, unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

#### **Medical Certification**

Second and Third Opinions: In any case where the District has reason to doubt the validity of the initial certification provided, the District may require, at its expense, the employee to obtain the opinion of a second

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health care provider designated or approved by the employer. If the second opinion differs from the first, the District may require, at its expense, the employee to obtain a third opinion from a health care provider agreed upon by both the District and the employee. The opinion of the third health care provider shall be considered final and be binding upon both the District and the employee.

Recertification: The District may request, either orally or in writing, the employee obtain a recertification in connection with the employee's absence, at the employee's expense, no more often than every thirty (30) days unless one or more of the following circumstances apply:

- The original certification is for a period greater than thirty (30) days. In this situation, the District may require a recertification after the time of the original certification expires, but in any case, the District may require a recertification every six (6) months.
- The employee requests an extension of leave;
- Circumstances described by the previous certification have changed significantly; and/or
- The district receives information that casts doubt upon the continuing validity of the certification.

The employee must provide the recertification within fifteen (15) calendar days after the District's request.

No second or third opinion on a recertification may be required.

The District may deny FMLA leave if an eligible employee fails to provide a requested certification.

### **Substitution of Paid Leave**

When an employee's leave has been designated as FMLA leave for reasons 1 (as applicable), 2, 3, or 4 above, the District requires employees to substitute accrued sick, vacation, or personal leave for the period of FMLA leave.

To the extent the employee has accrued paid vacation or personal leave, any leave taken that qualifies for FMLA leave for reasons 1 or 2 above shall be paid leave and charged against the employee's accrued leave.

Workers Compensation: FMLA leave may run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job." As a result, the employee may lose his/her workers' compensation payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

### **Return to Work**

If the District's written designation determination that the eligible employee's leave qualified as FMLA leave under reason 4 above stated that the employee would have to provide a "fitness-for-duty" certification from a health care provider for the employee to resume work, the employee must provide such certification prior to returning to work. The employee's failure to do so voids the District's obligation to reinstate the employee under the FMLA and the employee shall be terminated.

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If the District's written designation determination that the eligible employee's leave qualified as FMLA leave under reason 4 above stated that the employee would have to provide a "fitness-for-duty" certification from a health care provider for the employee to resume work **and** the designation determination listed the employee's essential job functions, the employee must provide certification that the employee is able to perform those functions prior to returning to work. The employee's failure to do so or his/her inability to perform his/her job's essential functions voids the District's obligation to reinstate the employee under the FMLA and the employee shall be terminated.

### **Failure to Return to Work**

In the event that an employee is unable or fails to return to work within FMLA's leave timelines, the superintendent will make a determination at that time regarding the documented need for a severance of the employee's contract due to the inability of the employee to fulfill the responsibilities and requirements of his/her contract.

### **Intermittent or Reduced Schedule Leave**

To the extent practicable, employees requesting intermittent or reduced schedule leave shall provide the District with not less than thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take leave.

Eligible employees may only take intermittent or reduced schedule leave for reasons 1 and 2 listed above if the District agrees to permit such leave upon the request of the employee. If the District agrees to permit an employee to take intermittent or reduced schedule leave for such reasons, the agreement shall be consistent with this policy's requirements governing intermittent or reduced schedule leave. The employee may be transferred temporarily during the period of scheduled intermittent or reduced leave to an alternative position that the employee is qualified for and that better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties.

Eligible employees may take intermittent or reduced schedule FMLA leave due to reasons 3 or 4 listed above when the medical need is best accommodated by such a schedule. The eligible employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider.

When granting leave on an intermittent or reduced schedule for reasons 3 or 4 above that is foreseeable based on planned medical treatment, the District may temporarily transfer eligible employees for the period of scheduled intermittent or reduced leave to an alternative position that the employee is qualified for and that better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

### **Special Provisions relating to Instructional Employees as Defined in This Policy**

The FMLA definition of "instructional employees" covers a small number of classified employees. Any classified employee covered under the FMLA definition of an "instructional employee" and whose FMLA

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leave falls under the FMLA’s special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

## **SECTION TWO- FMLA LEAVE CONNECTED TO MILITARY SERVICE**

### **Leave Eligibility**

The FMLA provision of military associated leave is in two categories. Each one has some of its own definitions and stipulations. Therefore, they are dealt with separately in this Section of the policy. Definitions different than those in Section One are included under the respective reason for leave. Definitions that are the same as in Section One are NOT repeated in this Section.

### **Qualifying Exigency**

An eligible employee may take FMLA leave for any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. Examples include issues involved with short-notice deployment, military events and related activities, childcare and school activities, the need for financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and other activities as defined by federal regulations.

### **Definitions**

“Covered active duty” means:

- in the case of a member of a **regular** component of the Armed Forces, duty during deployment of the member with the armed forces to a foreign country; and
- in the case of a member of a **reserve** component of the Armed Forces, duty during deployment of the member with the armed forces to a foreign country under a call to order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.

“Son or daughter on active duty or call to active duty status” means the employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis, who is on active duty or call to active duty status, and who is of any age.

### **Certification**

The District may require the eligible employee to obtain certification to help the district determine if the requested leave qualifies for FMLA leave for the purposes of a qualifying exigency. The District may deny FMLA leave if an eligible employee fails to provide the requested certification.

### **Employee Notice to District**

#### **Foreseeable Leave**

When the necessity for leave for any qualifying exigency is foreseeable, whether because the spouse, son, daughter, or parent of the employee is on covered active duty, or because of notification of an impending call or order to covered active duty, the employee shall provide such notice to the District as is reasonable and practicable regardless of how far in advance the leave is foreseeable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

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### **Unforeseeable Leave**

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the District notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the District within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, fax, email, or other electronic means. If the eligible employee fails to notify the District as required unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

### **Substitution of Paid Leave**

When an employee's leave has been designated as FMLA leave for any qualifying exigency, the District requires employees to substitute accrued vacation, or personal leave for the period of FMLA leave.

### **Intermittent or Reduced Schedule Leave**

Eligible employees may take intermittent or reduced schedule leave for any qualifying exigency. The employee shall provide the district with as much notice as is practicable.

### **Special Provisions relating to Instructional Employees as Defined in This Policy**

The FMLA definition of "instructional employees" covers a small number of classified employees. Any classified employee covered under the FMLA definition of an "instructional employee" and who's FMLA leave falls under the FMLA's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

### **Serious Illness**

An eligible employee is eligible for leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury under the following conditions and definitions.

### **Definitions**

“Covered Service Member” is:

3. 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; or
4. a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

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

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



“Parent of a covered servicemember” is a covered servicemember’s biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents “in law.”

“Serious Injury or Illness”:

- A. In the case of a member of the Armed Forces, including the National Guard or Reserves, it means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; and
- B. In the case of a veteran who was a member of the Armed Forces, including a member of the National Guard of Reserves, at any time during a period as a covered service member defined in this policy, it means a qualifying (as defined by the U.S. Secretary of Labor) injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

“Son or daughter of a covered servicemember” means a covered servicemember’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.

“Year”, for leave to care for the serious injury or illness of a covered service member, the twelve (12) month period begins on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends twelve (12) months after that date.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of twenty-six (26) weeks of leave during one twelve (12) month period to care for the service member who has a serious injury or illness as defined in this policy. An eligible employee who cares for such a covered service member continues to be limited for reasons 1 through 4 in Section One and for any qualifying exigency to a total of twelve (12) weeks of leave during a year as defined in this policy. For example, an eligible employee who cares for such a covered service member for sixteen (16) weeks during a twelve (12) month period could only take a total of ten (10) weeks for reasons 1 through 4 in Section One and for any qualifying exigency. An eligible employee may not take more than twelve (12) weeks of FMLA leave for reasons 1 through 4 in Section One and for any qualifying exigency regardless of how little leave the eligible employee may take to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury.

If a legally married couple are both eligible employees employed by the District, the legally married couple are entitled to a combined total of twenty-six (26) weeks of leave during one twelve (12) month period to care for their spouse, son, daughter, parent, or next of kin who is a covered service member with a serious injury or illness, as defined in this policy. The leave taken by a legally married couple who care for such a covered service member continues to be limited to a total of twelve (12) weeks of FMLA leave for reasons 1 through 4 in Section One and for any qualifying exigency during a year, as defined in this policy, regardless of whether or not the legally married couple uses less than a combined total of fourteen (14) weeks to care for a covered service member with a serious injury or illness; moreover, the legally married couple’s twelve (12) weeks are combined when taken for reasons 1, 2, or to care for a parent under reason 3 in Section One.

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For example, a legally married couple who are both eligible employees and who care for such a covered service member for sixteen (16) weeks during a twelve (12) month period could:

1. Each take up to ten (10) weeks for reason 4 in section 1 or a qualifying exigency;
2. Take a combined total of ten (10) weeks for reasons 1, 2, or to care for a parent under reason 3 in Section One; or
3. Take a combination of numbers 1 and 2 that totals ten (10) weeks of leave.

### **Medical Certification**

The District may require the eligible employee to obtain certification of the covered service member's serious health condition to help the District determine if the requested leave qualifies for FMLA leave. The District may deny FMLA leave if an eligible employee fails to provide the requested certification.

### **Employee Notice to District**

#### **Foreseeable Leave**

When the need for leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury is clearly foreseeable at least thirty (30) days in advance, the employee shall provide the District with no less than thirty (30) days' notice before the date the employee intends for the leave to begin for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may have his/her FMLA coverage of such leave delayed until thirty (30) days after the date the employee provides notice.

If the need for FMLA leave is foreseeable less than thirty (30) days in advance, the employee shall notify the District as soon as practicable. If the employee fails to notify as soon as practicable, the District may delay granting FMLA leave for an amount of time equal to the difference between the length of time that the employee should have provided notice and when the employee actually gave notice.

When the need for leave is to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the district subject to the approval of the health care provider of the spouse, son, daughter, or parent of the employee.

#### **Unforeseeable Leave**

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the District notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the District within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, fax, email, or other electronic means. If the eligible employee fails to notify the District as required, unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

#### **Substitution of Paid Leave**

When an employee's leave has been designated as FMLA leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury, the District requires employees to substitute accrued sick, vacation, or personal leave for the period of FMLA leave.

### **Intermittent or Reduced Schedule Leave**

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To the extent practicable, employees requesting intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury shall provide the District with at least thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take leave.

Eligible employees may take intermittent or reduced schedule FMLA leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury when the medical need is best accommodated by such a schedule. The eligible employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider.

When granting leave on an intermittent or reduced schedule to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury that is foreseeable based on planned medical treatment, the District may temporarily transfer eligible employees for the period of scheduled intermittent or reduced leave to an alternative position that the employee is qualified for and that better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began.

**Special Provisions relating to Instructional Employees (as defined in this policy)**

The FMLA definition of "instructional employees" covers a small number of classified employees. Any classified employee covered under the FMLA definition of an "instructional employee" and whose FMLA leave falls under the FMLA's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

Cross References:      8.5—CLASSIFIED EMPLOYEES SICK LEAVE  
                                 8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT  
                                 8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS'  
                                 COMPENSATION

Legal References:      29 USC §§ 2601 et seq.  
                                 29 CFR part 825

Date Adopted: 6/13/2019

Last Revised:



## 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE

Employees are eligible for benefits under the Family Medical and Leave Act when the district has fifty (50) or more employees. The Gentry School District has fewer than fifty (50) employees and therefore employees are not eligible for FMLA benefits.

Legal References:      29 USC § 2601 et seq.  
                                 29 CFR part 825

Date Adopted: 6/13/2019

Last Revised:

### 29 CFR 825.113 - What is a “serious health condition” entitling an employee to FMLA leave?

- (a) For purposes of FMLA, “serious health condition” entitling an employee to FMLA leave means an illness, injury, impairment or physical or mental condition that involves inpatient care as defined in § 825.114 or continuing treatment by a health care provider as defined in § 825.115.
- (b) The term “incapacity” means inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom.
- (c) The term “treatment” includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. A regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.
- (d) Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not “serious health conditions” unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met. Mental illness or allergies may be serious health conditions, but only if all the conditions of this section are met.

### 29 CFR 825.114 - Inpatient Care

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Inpatient care means an overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity as defined in § 825.113(b), or any subsequent treatment in connection with such inpatient care

## 29 CFR 825.115 - Continuing Treatment

A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

- (a) Incapacity and treatment. A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
- (1) Treatment two or more times, within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
  - (2) Treatment by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the health care provider.
  - (3) The requirement in paragraphs (a)(1) and (2) of this section for treatment by a health care provider means an in-person visit to a health care provider. The first (or only) in-person treatment visit must take place within seven days of the first day of incapacity.
  - (4) Whether additional treatment visits or a regimen of continuing treatment is necessary within the 30-day period shall be determined by the health care provider.
  - (5) The term “extenuating circumstances” in paragraph (a)(1) of this section means circumstances beyond the employee's control that prevent the follow-up visit from occurring as planned by the health care provider. Whether a given set of circumstances are extenuating depends on the facts. For example, extenuating circumstances exist if a health care provider determines that a second in-person visit is needed within the 30-day period, but the health care provider does not have any available appointments during that time period.
- (b) Pregnancy or prenatal care. Any period of incapacity due to pregnancy, or for prenatal care. See also § 825.120.
- (c) Chronic conditions. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
- (1) Requires periodic visits (defined as at least twice a year) for treatment by a health care provider, or by a nurse under direct supervision of a health care provider;
  - (2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and



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

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

(e) Conditions requiring multiple treatments. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, for:

(1) Restorative surgery after an accident or other injury; or

(2) A condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

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

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## 8.24—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES

“School Bus” is a motorized vehicle that meets the following requirements:

1. Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District; and
2. Is operated for the transportation of students from home to school, from school to home, or to and from school events.

Any driver of a school bus shall not operate the school bus while using a device to browse the internet, make or receive phone calls or compose or read emails or text messages. If the school bus is safely off the road with the parking brake engaged, exceptions are allowed to call for assistance due to a mechanical problem with the bus, or to communicate with any of the following during an emergency:

- An emergency system response operator or 911 public safety communications dispatcher;
- A hospital or emergency room;
- A physician's office or health clinic;
- An ambulance or fire department rescue service;
- A fire department, fire protection district, or volunteer fire department; or
- A police department.

In addition to statutorily permitted fines, violations of this policy shall be grounds for disciplinary action up to and including termination.

Legal References:       A.C.A. § 6–19-120  
                              A.C.A. § 27-51-1504  
                              A.C.A. § 27-51-1609

Date Adopted: 6/13/2019  
Last Revised:



## **8.25—CLASSIFIED PERSONNEL CELL PHONE USE**

Use of cell phones or other electronic communication devices by employees during their designated work time for other than District approved purposes is strictly forbidden unless specifically approved in advance by the superintendent, building principal, or their designees.

District staff shall not be given cell phones or computers for any purpose other than their specific use associated with school business. School employees who use school issued cell phones and/or computers for non-school purposes, except as permitted by District policy, shall be subject to discipline, up to and including termination. School employees who are issued District cell phones due to the requirements of their position may use the phone for personal use on an “as needed” basis provided it is not during designated work time.

All employees are forbidden from using school issued cell phones while driving any vehicle at any time. Violation may result in disciplinary action up to and including termination.

No employee shall use any device for the purposes of browsing the internet; composing or reading emails and text messages; or making or answering phone calls while driving a motor vehicle which is in motion and on school property. Violation may result in disciplinary action up to and including termination.

### **AND OTHER ELECTRONIC DEVICES**

#### **7.14—USE OF DISTRICT CELL PHONES AND COMPUTERS**

Legal References:       IRS Publication 15 B  
                              A.C.A. § 27-51-1602  
                              A.C.A. § 27-51-1609

Date Adopted: 6/13/2019

Last Revised:



## **8.26—CLASSIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING**

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

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

District staff are required to help enforce implementation of the district’s anti-bullying policy and shall receive the training necessary to comply with this policy. The district’s definition of bullying is included below. Students who bully another person are to be held accountable for their actions whether they occur on school equipment or property; off school property at a school-sponsored or school-approved function, activity, or event; or going to or from school or a school activity. Students are encouraged to report behavior they consider to be bullying, including a single action which if allowed to continue would constitute bullying, to their teacher or the building principal. The report may be made anonymously.

A school principal, or designee, who receives a credible report or complaint of bullying shall promptly investigate the complaint or report and make a record of the investigation and any action taken as a result of the investigation.

District employees are held to a high standard of professionalism, especially when it comes to employee-student interactions. Actions by a District employee towards a student that would constitute bullying if the act had been performed by a student shall result in disciplinary action, up to and including termination. This policy governs bullying directed towards students and is not applicable to adult on adult interactions. Therefore, this policy does not apply to interactions between employees. Employees may report workplace conflicts to their supervisor. In addition to any disciplinary actions, the District shall take appropriate steps to remedy the effects resulting from bullying.

### **Definitions:**

“Attribute” means an actual or perceived personal characteristic including without limitation race, color, religion, ancestry, national origin, socioeconomic status, academic status, disability, gender, gender identity, physical appearance, health condition, or sexual orientation;

“Bullying” means the intentional harassment, intimidation, humiliation, ridicule, defamation, or threat or incitement of violence by a student against another student or public school employee by a written, verbal, electronic, or physical act that may address an attribute of the other student, public school employee, or person with whom the other student or public school employee is associated and that causes or creates actual or reasonably foreseeable:

- Physical harm to a public school employee or student or damage to the public school employee's or student's property;



- Substantial interference with a student's education or with a public school employee's role in education;
  - A hostile educational environment for one (1) or more students or public school employees due to the severity, persistence, or pervasiveness of the act; or
  - Substantial disruption of the orderly operation of the school or educational environment;
- “Electronic act” means without limitation a communication or image transmitted by means of an electronic device, including without limitation a telephone, wireless phone or other wireless communications device, computer, or pager that results in the substantial disruption of the orderly operation of the school or educational environment.

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

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

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

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

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

1. Sarcastic comments "compliments" about another student's personal appearance or actual or perceived attributes,
2. Pointed questions intended to embarrass or humiliate,
3. Mocking, taunting or belittling,
4. Non-verbal threats and/or intimidation such as “fronting” or “chesting” a person,
5. Demeaning humor relating to a student's actual or perceived attributes,
6. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
7. Blocking access to school property or facilities,
8. Deliberate physical contact or injury to person or property,
9. Stealing or hiding books or belongings,
10. Threats of harm to student(s), possessions, or others,
11. Sexual harassment, as governed by policy 8.20, is also a form of bullying, and/or

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12. Teasing or name-calling related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether the student self-identifies as homosexual or transgender (Examples: “Slut”, “You are so gay.”, “Fag”, “Queer”).

Legal Reference: A.C.A. § 6-18-514

Date Adopted: 6/13/2019

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## **8.27—CLASSIFIED PERSONNEL LEAVE — INJURY FROM ASSAULT**

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

A leave of absence granted under this policy shall not be charged to the staff member's sick leave.

In order to obtain leave under this policy, the staff member must present documentation of the injury from a physician, with an estimate for time of recovery sufficient to enable the staff member to return to work, and written statements from witnesses (or other documentation as appropriate to a given incident) to prove that the incident occurred in the course of the staff member's employment.

Legal Reference:       A.C.A. § 6-17-1308

Date Adopted: 6/13/2019

Last Revised:





## **8.28— DRUG FREE WORKPLACE - CLASSIFIED PERSONNEL**

The conduct of district staff plays a vital role in the social and behavioral development of our students. It is equally important that the staff have a safe, healthful, and professional environment in which to work. To help promote both interests, the district shall have a drug free workplace. It is, therefore, the district's policy that district employees are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances, illegal drugs, inhalants, alcohol, as well as inappropriate or illegal use of prescription drugs. Such actions are prohibited both while at work or in the performance of official duties while off district property; violations of this policy will subject the employee to discipline, up to and including termination.

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

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

An employee living on campus or on school owned property is permitted to possess alcohol in his/her residence. The employee is bound by the restrictions stated in this policy while at work or performing his/her official duties.

Possession, use or distribution of drug paraphernalia by any employee, whether or not engaged in school or school-related activities, may subject the employee to discipline, up to and including termination. Possession in one's vehicle or in an area subject to the employee's control will be considered to be possession as though the substance were on the employee's person.

It shall not be necessary for an employee to test at a level demonstrating intoxication by any substance in order to be subject to the terms of this policy. Any physical manifestation of being under the influence of a substance may subject an employee to the terms of this policy. Those physical manifestations include, but are not limited to: unsteadiness; slurred speech; dilated or constricted pupils; incoherent and/or irrational speech; or the presence of an odor associated with a prohibited substance on one's breath or clothing.

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

Any incident at work resulting in injury to the employee requiring medical attention shall require the employee to submit to a drug test, which shall be paid at the District's worker's compensation carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal



substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits in accordance with policy 8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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A report to the appropriate licensing agency shall be filed within seven (7) days of:

- 3) A final disciplinary action taken against an employee resulting from the diversion, misuse, or abuse of illicit drugs or controlled substances; or
- 4) The voluntary resignation of an employee who is facing a pending disciplinary action resulting from the diversion, misuse, or abuse of illicit drugs or controlled substances.

The report filed with the licensing authority shall include, but not be limited to:

- The name, address, and telephone number of the person who is the subject of the report; and
- A description of the facts giving rise to the issuance of the report.

When the employee is not a healthcare professional, law enforcement will be contacted regarding any final disciplinary action taken against an employee for the diversion of controlled substances to one (1) or more third parties.

Legal References:       41 U.S.C. § 8101, 8103, and 8104  
                              A.C.A. § 11-9-102  
                              A.C.A. § 17-80-117

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## 8.28F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT

### CERTIFICATION

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

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The mission of the Gentry School District is to work with the community in providing safe and successful experiences for each student.



## **8.29—CLASSIFIED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING**

The Board of Directors has a responsibility to maintain discipline, protect the safety, security, and welfare of its students, staff, and visitors while at the same time safeguarding district facilities, vehicles, and equipment. As part of fulfilling this responsibility, the board authorizes the use of video/audio surveillance cameras, automatic identification, data compilation devices, and technology capable of tracking the physical location of district equipment, students, and/or personnel.

The placement of video/audio surveillance cameras shall be based on the presumption and belief that students, staff and visitors have no reasonable expectation of privacy anywhere on or near school property, facilities, vehicles, or equipment, with the exception of places such as rest rooms or dressing areas where an expectation of bodily privacy is reasonable and customary.

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

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

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

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

Video recordings and automatic identification or data compilation records may become a part of a staff member's personnel record.

Date Adopted: 6/13/2019

Last Revised:



## 8.30—CLASSIFIED PERSONNEL REDUCTION IN FORCE

### SECTION ONE

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

In effecting a reduction in force, the primary goals of the school district shall be: what is in the best interests of the students; to maintain accreditation in compliance with the Standards of Accreditation for Arkansas Public Schools and/or the North Central Association; and the needs of the district. A reduction in force will be implemented when the superintendent determines it is advisable to do so and shall be effected through non-renewal, termination, or both. Any reduction in force will be conducted by evaluating the needs and long- and short-term goals of the school district in relation to the staffing of the district.

If a reduction in force becomes necessary, the RIF shall be conducted separately for each occupational category of classified personnel identified within the district on the basis of each employee's years of service. The employee within each occupational category with the least years of experience will be non-renewed first. The employee with the most years of employment in the district as compared to other employees in the same category shall be non-renewed last. In the event that employees within a given occupational category have the same length of service to the district the one with the earlier hire date, based on date of board action, will prevail.

When the District is conducting a RIF, all potentially affected classified employees shall receive a listing of the personnel within their category with corresponding totals of years of service. Upon receipt of the list, each employee has ten (10) working days within which to appeal his or her total years of service to the superintendent whose decision shall be final. Except for changes made pursuant to the appeals process, no changes will be made to the list that would affect an employee's total after the list is released.

Total years of service to the district shall include non-continuous years of service; in other words, an employee who left the district and returned later will have the total years of service counted, from all periods of employment. Working fewer than 160 days in a school year shall not constitute a year. Length of service in a licensed position shall not count for the purpose of length of service for a classified position.

Except as may occur during a RIF in the District's teaching staff, there is no right or implied right for any employee to "bump" or displace any other employee. When there is a RIF of the District's teaching staff, a teacher with full licensure in a position shall prevail over a teacher with greater points but who is lacking full licensure in that subject area. "Full licensure" means an initial, or standard, non-contingent license to teach in a subject area or grade level, in contrast with a license that is provisional,; temporary,; or conditional on the fulfillment of additional course work or passing exams or any other requirement of the Division of Elementary and Secondary Education, other than the attainment of annual professional development training; or teaching under a waiver from licensure. The exception for a RIF in the District's teaching staff specifically does not allow a licensed employee who might wish to assume a classified position to displace a classified employee.



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

**Recall:**

There shall be no right of recall for any classified employee.

**SECTION TWO**

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

Such employees will not be considered as having any seniority within the Gentry School District and may not claim an entitlement under a reduction in force to any position held by a Gentry School District employee prior to, or at the time of, or prior to the expiration of ninety (90) days after the consolidation or annexation, if the notification provision below is undertaken by the superintendent.

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

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

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

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: 6/13/2019

Last Revised: 6.22.21



## **8.31—CLASSIFIED PERSONNEL TERMINATION AND NON-RENEWAL**

For procedures relating to the termination and non-renewal of classified employees, please refer to the Public School Employee Fair Hearing Act A.C.A. § 6-17-1701 through 1705. The Act specifically is not made a part of this policy by this reference.

A copy of the code is available in the office of the principal of each school building.

Legal reference:           A.C.A. § 6-17-2301

Date Adopted: 6/13/2019

Last Revised:





## **8.32—CLASSIFIED PERSONNEL ASSIGNMENTS**

The superintendent shall be responsible for assigning and reassigning classified personnel.

Date Adopted: 6/13/2019

Last Revised:



### **8.33—CLASSIFIED PERSONNEL SCHOOL CALENDAR**

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

The District shall not establish a school calendar that interferes with any scheduled statewide assessment that might jeopardize or limit the valid assessment and comparison of student learning gains.

The Gentry School District shall operate by the following calendar.





# Gentry Public School District



## 2021-22 Calendar

### Important Dates And Information

JULY							AUGUST						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28
25	26	27	28	29	30	31	29	30	31				

SEPTEMBER							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4					1	2	
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30			24	25	26	27	28	29	30
							31						

NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
										1	2	3	4
	1	2	3	4	5	6	5	6	7	8	9	10	11
7	8	9	10	11	12	13	12	13	14	15	16	17	18
14	15	16	17	18	19	20	19	20	21	22	23	24	25
21	22	23	24	25	26	27	26	27	28	29	30	31	
28	29	30											

JANUARY							FEBRUARY							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
						1				1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12	
9	10	11	12	13	14	15	13	14	15	16	17	18	19	
16	17	18	19	20	21	22	20	21	22	23	24	25	26	
23	24	25	26	27	28	29	27	28						
30	31													

MARCH							APRIL						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4	5					1	2
6	7	8	9	10	11	12	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28	29	30

MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25
29	30	31					26	27	28	29	30		

First Semester Dates	
July 4, 2021 Independence Day	
August 9-13, 2021 Professional Development Day	
August 16, 2021 FIRST DAY OF SCHOOL	
September 6, 2021 NO SCHOOL Labor Day	
September 21, 2021 Parent Teacher Conferences 2 pm - 6 pm	
September 22, 2021 Parent Teacher Conferences 2 pm - 4 pm	
October 11, 2021 NO SCHOOL Fall Break (Flex Day #1)	
October 15, 2021 End of 1st Quarter (43 days)	
November 22-26, 2021 Thanksgiving Break NO SCHOOL	
December 21, 2021 End of Second Quarter (42 days) (85 days semester)	
December 22, 2021 - January 4, 2022 Christmas Break NO SCHOOL for students	

Second Semester Dates	
January 5, 2022 First day Third quarter/Second Semester	
January 17, 2022 Martin Luther King Jr Day NO SCHOOL	
February 17, 2022 Parent Teacher Conferences 2 pm - 8 pm (NO SCHOOL)	
February 18, 2022 (NO SCHOOL for Students) (Flex Day #2)	
March 11, 2022 End of Third Quarter (45 days)	
March 21- 25, 2022 Spring Break NO SCHOOL	
April 15, 2022 NO SCHOOL for Students (Flex Day #3)	
May 26, 2022 Last day of School Fourth Quarter (48 days) (Second Semester 93 days)	
May 27, 2022 Flex Day #4	
June 30, 2022 End of Fiscal year 2022	

### Information

Note 1: Five (5) Make up Days are added to the end of the calendar".

Note 2:

Note 3: Ending Quarter attendance dates may be adjusted to comply with ADE regulations.

Note 4: Dates for other school events will be announced on the school website on the monthly events calendar.

Note 5: 6 hours job Embedded PD is 1 day + 4 Flex Days + 5 days prior to start date

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### Gentry Public School District Board Policies Effective As Of July 1, 2021



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Legal References:     A.C.A. § 6-15-2907(f)  
                          A.C.A. § 6-17-2301  
                          ADE Rules Governing the Arkansas Educational Support and Accountability Act  
Date Adopted: 6/13/2019  
Last Revised: 6.22.21

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## **8.34—CLASSIFIED PERSONNEL WHO ARE MANDATORY REPORTERS DUTY TO REPORT CHILD ABUSE, MALTREATMENT OR NEGLECT**

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

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

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

Legal References:       A.C.A. § 12-18-107  
                                  A.C.A. § 12-18-201 et seq.  
                                  A.C.A. § 12-18-402

Date Adopted: 6/13/2019  
Last Revised:



## 8.35— OBTAINING and RELEASING STUDENT’S FREE AND REDUCED PRICE MEAL ELIGIBILITY INFORMATION

### Obtaining Eligibility Information

A fundamental underpinning of the National School Lunch and School Breakfast Programs (Programs) is that in their implementation, there will be no physical segregation of, discrimination against, or overt identification of children who are eligible for the Program's benefits. While the requirements of the Programs are defined in much greater detail in federal statutes and pertinent Code of Federal Regulations, this policy is designed to help employees understand prohibitions on how the student information is obtained and/or released through the Programs. Employees with the greatest responsibility for implementing and monitoring the Programs should obtain the training necessary to become fully aware of the nuances of their responsibilities.

The District is required to inform households with children enrolled in District schools of the availability of the Programs and of how the household may apply for Program benefits. However, the District and anyone employed by the district is **strictly forbidden** from **requiring** any household or student within a household from submitting an application to participate in the program. There are NO exceptions to this prohibition and it would apply, for example, to the offer of incentives for completed forms, or disincentives or negative consequences for failing to submit or complete an application. Put simply, federal law requires that the names of the children shall not be published, posted or announced in any manner.

In addition to potential federal criminal penalties that may be filed against a staff member who violates this prohibition, the employee shall be subject to discipline up to and including termination.

### Releasing Eligibility Information

As part of the district’s participation in the National School Lunch Program and the School Breakfast Program, the district collects eligibility data from its students. The data’s confidentiality is very important and is governed by federal law. The district has made the determination to release student eligibility status or information as permitted by law. Federal law governs how eligibility data may be released and to whom. The district will take the following steps to ensure its confidentiality:

Some data may be released to government agencies or programs authorized by law to receive such data without parental consent, while other data may only be released after obtaining parental consent. In both instances, allowable information shall only be released on a need to know basis to individuals authorized to receive the data. The recipients shall sign an agreement with the district specifying the names or titles of the persons who may have access to the eligibility information. The agreement shall further specify the specific purpose(s) for which the data will be used and how the recipient(s) shall protect the data from further, unauthorized disclosures.

The superintendent shall designate the staff member(s) responsible for making eligibility determinations. Release of eligibility information to other district staff shall be limited to as few individuals as possible who shall have a specific need to know such information to perform their job responsibilities. Principals, counselors, teachers, and administrators shall not have routine access to eligibility information or status.



Each staff person with access to individual eligibility information shall be notified of their personal liability for its unauthorized disclosure and shall receive appropriate training on the laws governing the restrictions of such information.

Legal References:      Commissioner’s Memos IA-05-018, FIN 09-041, IA 99-011, and FIN 13-018  
ADE Eligibility Manual for School Meals Revised July 2012  
7 CFR 210.1 – 210.31  
7 CFR 220.1 – 220.22  
7 CFR 245.5, 245.6, 245.8  
42 USC 1758(b)(6)

Date Adopted: 6/13/2019  
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## **8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS’ COMPENSATION**

The district provides Workers’ Compensation (WC) Insurance, as required by law. Employees who sustain **any** injury at work must immediately notify their immediate supervisor, or in the absence of their immediate supervisor notify Superintendent’s Office. An injured employee must fill out a Form N and the employee’s supervisor will determine whether to report the claim or to file the paperwork if the injury requires neither medical treatment or lost work time. While many injuries will require no medical treatment or time lost at work, should the need for treatment arise later, it is important that there be a record that the injury occurred. All employees have a duty to provide information and make statements as requested for the purposes of the claim assessment and investigation.

The District may discipline an employee, up to and including termination of the employee’s contract, if it is discovered that the employee:

1. Deliberately made false statements concerning the origin of an injury or the circumstances surrounding the injury; or
2. submitted a WC claim that the employee knew to be based substantially or entirely on false information.

An employee shall not be disciplined solely because the District’s WC carrier denied the employee’s WC claim.

For injuries requiring medical attention, the district will exercise its right to designate the initial treating physician and an injured employee will be directed to seek medical attention, if necessary, from a specific physician or clinic. In addition, employees whose injuries require medical attention shall submit to a drug test, which shall be paid at the District’s WC carrier’s expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of WC benefits.<sup>2</sup>

A WC absence may run concurrently with FMLA leave (policy 8.23) when the injury is one that meets the criteria for a serious health condition. To the extent that WC benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the WC injury certifies the employee is able to return to a “light duty job,” but is unable to return to the employee’s same or equivalent job, the employee may decline the District’s offer of a “light duty job.” As a result, the employee may lose his/her WC payments, but for the duration of the employee’s FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

Employees who are absent from work in the school district due to a WC claim may not work at a non-district job until they have returned to full duties at their same or equivalent district job; those who violate this prohibition may be subject to discipline up to and including termination. This prohibition does NOT apply to an employee who has been cleared by his/her doctor to return to "light duty" but the District has no such position available for the employee and the employee's second job qualifies as "light duty".

To the extent an employee has accrued sick leave and a WC claim has been filed, an employee:

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- Will be charged for a day's sick leave for ~~the~~ all days missed until such time as the WC claim has been approved or denied;
- Whose WC claim is accepted by the WC insurance carrier as compensable and who is absent for eight (8) or more days shall be charged sick leave at the rate necessary, when combined with WC benefits, to bring the total amount of combined income up to 100% of the employee's usual contracted daily rate of pay;
- Whose WC claim is accepted by the WC insurance carrier as compensable and is absent for fourteen (14) or more days will be credited back that portion of sick leave for the first seven (7) days of absence that is not necessary to have brought the total amount of combined income up to 100% of the employee's usual contracted gross pay.

Cross References:      8.5—CLASSIFIED EMPLOYEES SICK LEAVE  
                                   8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT  
                                   8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE

Legal References:      Ark. Workers Compensation Commission RULE 099.33 - MANAGED CARE  
                                   A.C.A. § 11-9-102  
                                   A.C.A. § 11-9-508(d)(5)(A)  
                                   A.C.A. § 11-9-514(a)(3)(A)(i)

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## 8.37—CLASSIFIED PERSONNEL SOCIAL NETWORKING AND ETHICS

### Definitions

**Social Media Account:** a personal, individual, and non-work related account with an electronic medium or service where users may create, share, or view user-generated content, including videos, photographs, blogs, podcasts, messages, emails or website profiles or locations, such as FaceBook, Twitter, LinkedIn, MySpace, or Instagram.

**Professional/education Social Media Account:** an account with an electronic medium or service where users may create, share, or view user-generated content, including videos, photographs, blogs, podcasts, messages, emails or website profiles or locations, such as FaceBook, Twitter, LinkedIn, MySpace, or Instagram.

Blogs are a type of networking and can be either social or professional in their orientation. Professional blogs, approved by the principal or his/her designee, are encouraged and can provide a place for staff to inform students and parents on school related activities. Social blogs are discouraged to the extent they involve staff and students in a non-education oriented format.

### Policy

District staff are encouraged to use educational technology, the Internet, and professional/education social networks to help raise student achievement and to improve communication with parents and students. However, technology and social media accounts also offer staff many ways they can present themselves unprofessionally and/or interact with students inappropriately.

It is the duty of each staff member to appropriately manage all interactions with students, regardless of whether contact or interaction with a student occurs face-to-face or by means of technology, to ensure that the appropriate staff/student relationship is maintained. This includes instances when students initiate contact or behave inappropriately themselves.

Public school employees are, and always have been, held to a high standard of behavior. Staff members are reminded that whether specific sorts of contacts are permitted or not specifically forbidden by policy, they will be held to a high standard of conduct in all their interactions with students. Failure to create, enforce and maintain appropriate professional and interpersonal boundaries with students could adversely affect the District's relationship with the community and jeopardize the employee's employment with the district.

Staff members are discouraged from creating personal social media accounts to which they invite students to be friends or followers. Employees taking such action do so at their own risk and are advised to monitor the site's privacy settings regularly.

District employees may set up blogs and other professional/education social media accounts using District resources and following District guidelines<sup>1</sup> to promote communications with students, parents, and the community concerning school-related activities and for the purpose of supplementing classroom instruction. Accessing professional/education social media during school hours is permitted.



Staff are reminded that the same relationship, exchange, interaction, information, or behavior that would be unacceptable in a non-technological medium, is unacceptable when done through the use of technology. In fact, due to the vastly increased potential audience that digital dissemination presents, extra caution must be exercised by staff to ensure they don't cross the line of acceptability. A good rule of thumb for staff to use is, "if you wouldn't say it face-to-face in a group, don't say it online."

Whether permitted or not specifically forbidden by policy, or when expressed in an adult-to-adult, face-to-face context, what in other mediums of expression could remain private opinions, including "likes" or comments that endorse or support the message or speech of another person, when expressed by staff on a social media website, have the potential to be disseminated far beyond the speaker's desire or intention. This could undermine the public's perception of the individual's fitness to interact with students, thus undermining the employee's effectiveness. In this way, the expression and publication of such opinions, could potentially lead to disciplinary action being taken against the staff member, up to and including termination or nonrenewal of the contract of employment.

Staff who are employed by the district as a teacher under a waiver from licensure should be aware that, in addition to the restrictions on inappropriate interactions with students and dissemination of information under this policy, they are required to follow the Division of Elementary and Secondary Education (DESE) Rules Governing The Code Of Ethics For Arkansas Educators. Violations of this policy that would also violate the Code of Ethics for Arkansas Educators may result in the filing of an ethics complaint with DESE.<sup>2</sup>

Accessing social media websites for personal use during school hours is prohibited, except during breaks or preparation periods. Staff are discouraged from accessing social media websites on personal equipment during their breaks and/or preparation periods because, while this is not prohibited, it may give the public the appearance that such access is occurring during instructional time. Except when expressly authorized by the employee's job duties, staff shall not access social media websites using district equipment at any time, including during breaks or preparation periods, except in an emergency situation or with the express prior permission of school administration. Except when expressly authorized by the District employee's job duties and when District procedures have been followed, all school district employees who participate in social media websites shall not post any school district data, documents, photographs taken at school or of students, logos, or other district owned or created information on any website. Further, the posting of any private or confidential school district material on such websites is strictly prohibited. The posting of prohibited material or posting without following proper procedures may result in disciplinary action against the District employee, up to and including termination or non-renewal.

Specifically, the following forms of technology based interactivity or connectivity are expressly permitted or forbidden:<sup>3</sup>

### **Privacy of Employee's Social Media Accounts**

In compliance with A.C.A. § 11-2-124, the District shall not require, request, suggest, or cause a current or prospective employee to:

5. Disclose the username and/or password to his/her personal social media account;
6. Add an employee, supervisor, or administrator to the list of contacts associated with his/her personal social media account;
7. Change the privacy settings associated with his/her personal social media account; or

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8. Retaliate against the employee for refusing to disclose the username and/or password to his/her personal social media account.

The District may require an employee to disclose his or her username and/or password to a personal social media account if the employee's personal social media account activity is reasonably believed to be relevant to the investigation of an allegation of an employee violating district policy; local laws; state laws and rules; or federal laws and regulations. If such an investigation occurs, and the employee refuses, upon request, to supply the username and/or password required to make an investigation, disciplinary action may be taken against the employee, which could include termination or nonrenewal of the employee's contract of employment with the District.

Notwithstanding any other provision in this policy, the District reserves the right to view any information about a current or prospective employee that is publicly available on the Internet.

In the event that the district inadvertently obtains access to information that would enable the district to have access to an employee's personal social media account, the district will not use this information to gain access to the employee's social media account. However, disciplinary action may be taken against an employee in accord with other District policy for using district equipment or network capability to access such an account. Employees have no expectation of privacy in their use of District issued computers, other electronic device, or use of the District's network. (See policy 8.22—CLASSIFIED PERSONNEL COMPUTER USE POLICY)

Cross reference:8.22—CLASSIFIED PERSONNEL COMPUTER USE POLICY

Legal References:       A.C.A. § 11-2-124  
                                  DESE Rules Governing The Code Of Ethics For Arkansas Educators

Date Adopted:6.13.2019  
Last Revised:6.22.21

**Gentry Public School District Board Policies**  
**Effective As Of July 1, 2021**



The mission of the Gentry School District is to work with the community in providing safe and successful experiences for each student.



## **8.38—CLASSIFIED PERSONNEL VACATIONS**

245 day contracted employees are credited with 10 days of vacation at the beginning of each fiscal year. This is based on the assumption that a full contract year will be worked. If an employee fails to finish the contract year due to resignation or termination, the employee's final check will be reduced at the rate of .833 days per month, or major portion of a month, for any days used but not earned.

All vacation time must be approved by the superintendent or his/her designee who shall consider the staffing needs of the district in making his/her determination.

No employee shall be entitled to more than 15 days of vacation as of the first day of each fiscal year. The permissible carry forward includes the 10 days credited upon the start of the fiscal year. Employees having accrued vacation totaling more than 15 days as of the date this policy is implemented shall not be eligible to increase the number of days carried forward during their employment with the district. Earned but unused vacation will be paid upon resignation, retirement, termination, or nonrenewal at the employee's current daily rate of pay.

Date Adopted: 6/13/2019

Last Revised:



### **8.39—Depositing collected funds**

From time to time, staff members may collect funds in the course of their employment. It is the responsibility of any staff member to deposit such funds they have collected daily into the appropriate accounts for which they have been collected. The Superintendent or his/her designee shall be responsible for determining the need for receipts for funds collected and other record keeping requirements and of notifying staff of the requirements.

Staff that use any funds collected in the course of their employment for personal purposes, or who deposit such funds in a personal account, may be subject to discipline up to and including termination.

Date Adopted: 6/13/2019

Last Revised:



## 8.40—CLASSIFIED PERSONNEL WEAPONS ON CAMPUS

### Firearms

Except as permitted by this policy, no employee of this school district, including those who may possess a “concealed carry permit,” shall possess a firearm on any District school campus or in or upon any school bus or at a District designated bus stop.

Employees who meet one or more of the following conditions are permitted to bring a firearm onto school property:

- He/she is participating in a school-approved educational course or program involving the use of firearms such as ROTC programs, hunting safety or military education, or before or after-school hunting or rifle clubs;
- The firearms are securely stored and located in an employee’s on-campus personal residence and/or immediately adjacent parking area;
- He/she is a registered, commissioned security guard acting in the course and scope of his/her duties;
- He/she has a valid conceal carry license and leaves his/her handgun in his/her locked vehicle in the district parking lot.

Possession of a firearm by a school district employee who does not fall under any of the above categories anywhere on school property, including parking areas and in or upon a school bus, will result in disciplinary action being taken against the employee, which may include termination or nonrenewal of the employee.

### Other Weapons

Employees may not possess any weapon, defined herein as an item designed to harm or injure another person or animal, any personal defense item such as mace or pepper spray, or any item with a sharpened blade, except those items which have been issued by the school district or are otherwise explicitly permitted (example: scissors) in their workspace.

Employees who are participating in a Civil War reenactment may bring a Civil War era weapon onto campus with prior permission of the building principal. If the weapon is a firearm, the firearm must be unloaded.

Legal References:      A.C.A. § 5-73-119                      A.C.A. § 5-73-306  
                                 A.C.A. § 5-73-120                      A.C.A. § 6-5-502  
                                 A.C.A. § 5-73-124(a)(2)  
                                 A.C.A. § 5-73-301

Date Adopted: 6/13/2019

Last Revised:

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## 8.41—WRITTEN CODE OF CONDUCT FOR EMPLOYEES INVOLVED IN PROCUREMENT WITH FEDERAL FUNDS

For purposes of this policy, “Family member” includes:

- An individual's spouse;
- Children of the individual or children of the individual's spouse;
- The spouse of a child of the individual or the spouse of a child of the individual's spouse;
- Parents of the individual or parents of the individual's spouse;
- Brothers and sisters of the individual or brothers and sisters of the individual's spouse;
- Anyone living or residing in the same residence or household with the individual or in the same residence or household with the individual's spouse; or
- Anyone acting or serving as an agent of the individual or as an agent of the individual's spouse.

No District employee, administrator, official, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds, including the District Child Nutrition Program funds, if a conflict of interest exists, whether the conflict is real or apparent. Conflicts of interest arise when one or more of the following has a financial or other interest in the entity selected for the contract:

5. The employee, administrator, official, or agent;
6. Any family member of the District employee, administrator, official, or agent;
7. The employee, administrator, official, or agent’s partner; or
8. An organization that currently employs or is about to employ one of the above.

Employees, administrators, officials, or agents shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements including, but not limited to:

- a. Entertainment;
- b. Hotel rooms;
- c. Transportation.

Violations of the Code of Conduct shall result in discipline, up to and including termination. The District reserves the right to pursue legal action for violations.

All District personnel involved in purchases with Federal funds, including child nutrition personnel, shall receive training on the Code of Conduct.

Legal References:       A.C.A. § 6-24-101 et seq.  
Arkansas Department of Education Rules Governing the Ethical Guidelines And Prohibitions For Educational Administrators, Employees, Board Members And Other Parties  
Commissioner’s Memo FIN 09-036, 2 C.F.R. § 200.318  
Commissioner’s Memo FIN-10-048, 7 C.F.R. § 3016.36  
Commissioner’s Memo FIN 15-074, 7 C.F.R. § 3019.42

Date Adopted: 6/13/2019

Last Revised:

**Gentry Public School District Board Policies**  
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## **8.42—CLASSIFIED PERSONNEL BUS DRIVER END of ROUTE REVIEW**

Each bus driver shall walk inside the bus from the front to the back to make sure that all students have gotten off the bus after each trip. If a child is discovered through the bus walk, the driver will immediately notify the central office and make arrangements for transporting the child appropriately. If children are left on the bus after the bus walk through has been completed and the driver has left the bus for that trip, the driver shall be subject to discipline up to and including termination.

Date Adopted: 6/13/2019

Last Revised:



## **8.43—CLASSIFIED PERSONNEL USE OF PERSONAL PROTECTIVE EQUIPMENT**

Employees whose job duties require the use or wearing of Personal Protective Equipment (PPE) shall use or wear the prescribed PPE at all times while performing job duties that expose employees to potential injury or illness. Examples of PPE include, but are not limited to:

Head and face protection:

- Hard hat;
- Bump cap;
- Welding helmet;
- Safety goggles;
- Safety glasses;
- Face shield;
- Respiratory protection:
  - Dust/mist mask;
  - Half-face canister respirators;
- Hearing protection:
  - Ear plugs;
  - Ear muffs;
- Hand protection, which is based on hazard exposure(s) and type(s) of protection needed:
  - Leather;
  - Latex;
  - Rubber;
  - Nitrile;
  - Kevlar;
  - Cotton;
- Body protection:
  - Welding apron;
  - Welding jackets;
  - Coveralls/Tyvek suits;
- Foot Protection:
  - Metatarsal protection;
  - Steel toed boots/shoes;
  - Slip resistant shoes;
- Fall Protection:
  - Belts, harnesses, lanyards;
  - Skylight protection;
  - Safe ladders;
  - Scissor lifts.

Employees operating a school-owned vehicle that is equipped with seat belts for the operator shall be secured by the seat belt at all times the employee is operating the vehicle. If the vehicle is equipped with seat belts for passengers, the employee operating the vehicle shall not put the vehicle into motion until all passengers are secured by a seat belt. Employees traveling in, but not operating, a school owned vehicle that is equipped with seat belts for passengers shall be secured by a seat belt at all times the vehicle is in motion.

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Employees who fail to use or wear the prescribed PPE required by their job duties put themselves and co-workers at risk of sustaining personal injuries. Employees who are found to be performing job duties without using or wearing the necessary PPE required by the employee's job duties may be disciplined, up to and including termination.

A supervisor may be disciplined, up to and including termination, if the supervisor:

4. Fails to ensure the employee has the prescribed PPE before the employee assumes job duties requiring such equipment;
5. Fails to provide an employee replacement PPE when necessary in order for the employee to continue to perform the job duties that require the PPE; or
6. Instructs the employee to perform the employee's job duties without the prescribed PPE required by those job duties.

An employee shall **not** be disciplined for refusing to perform job duties that require the employee to use/wear PPE if:

- c. The employee has not been provided the prescribed PPE; or
- d. The PPE provided to the employee is damaged or worn to the extent that the PPE would not provide adequate protection to the employee.

An employee's immediate Supervisor is responsible for providing the employee training on the proper use, care, and maintenance of any and all PPE that the employee may be required to use.

Cross Reference: 8.11—OVERTIME, COMPTIME, and COMPLYING WITH FLSA

Date Adopted: 6/13/2019

Last Revised:



<b>Descriptor Term</b>	<b>Descriptor Code</b>	<b>Issue Date</b>	<b>Revised</b>
TRANSFERS AND VACANCY	GBM	7-14-87	7-1-96, 7-5-2008 11-15-2010 June 17, 2013

When there is a vacancy, any staff member who is qualified by training and experience may request a transfer to the vacant position. This request must be made in writing to the building principal or supervisor in whose building or program the vacancy occurs.

Transfers may be granted if it is in the best interest of the total school program as determined by the building principals or supervisors involved, the superintendent, and the school board.

When the vacant position is one covered by board policies GBSB ADMINISTRATORS SCREENING COMMITTEE POLICY or is a position deemed by the school board to have a high public exposure and significant public contact as described in GBSB EMPLOYEE SCREENING COMMITTEE, then the transfer request will be made to the superintendent who shall convene the appropriate screening committee and present the transfer request for consideration. On recommendation from such committee that the transfer be granted, the superintendent, if concurring, shall make such recommendation to the school board. If the committee denies such request, or if the superintendent does not concur, then the transfer request shall be denied.

It shall be mandatory that the reason(s) for the recommendation of an involuntary transfer be reviewed by the board prior to the transfer being made.

In cases where there is more than one qualified candidate for a vacancy, the person that is best suited by training, experience, past teaching success, and other qualities deemed necessary will be selected to fill the position. This determination will be made by the building principal or supervisor, the superintendent, and the school board.

Vacant positions will be posted to the district's website within the online application link. Staff members interested in transfers should periodically review this site.

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**Descriptor Term**  
EMPLOYEE SCREENING  
COMMITTEE

**Descriptor Code**  
GBSBA

**Issue Date**  
February 15, 2010

**Revised**

A committee for vacancies in certified and classified positions will be formed to screen candidates for the position. The representatives of each committee will be selected as follows:

1. The administrator or supervisor of the location in which the employee is to be hired.
2. The administrator or supervisor from another location in the district.
3. A minimum of one employee, with same or similar duties, of the location in which the employee is to be hired. The number of participants from this group shall be at the administrator's or supervisor's, of the location in which the employee is to be hired, discretion.
4. At the discretion of the administrator or supervisor, of the location in which the employee is to be hired, a minimum of one employee, with same or similar duties, of the location in which the employee is to be hired .
5. At the discretion of the administrator or supervisor, of the location in which the employee is to be hired, a district level administrator or supervisor.

In positions deemed by the school board to have a high public exposure and significant public contact, these additional positions may be included.

6. Superintendent or other district level employee(s) appointed by the superintendent.
7. Parent(s) selected by the administrator or supervisor of the location in which the employee is to be hired.
8. Student(s) selected by the administrator or supervisor of the location in which the employee is to be hired.
9. Community member(s) selected by school board.
10. A board member selected by the school board.

The function of the committee is to make an informed decision and recommendation to the administrator of the location in which the employee is to be hired. In no instance shall the recommendation of the committee be deemed binding to the administrator or supervisor of the location in which the employee is to be hired, binding to the superintendent, or binding to the school board as governed by A.C.A.

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**Descriptor Term:**  
EVALUATION

**Descriptor Code:**  
GDBI

**Issue Date:**  
May 16, 1994

Each classified person employed by the Board of Directors of the Gentry School District shall be evaluated in writing annually. Written evaluation criteria and procedures shall be established by the superintendent of schools.

Whenever the Superintendent or other school supervisor charged with the supervision of a classified employee believes or has reason to believe that the classified employee is having difficulties or problems meeting the expectations of the district or its administration, and the administrator believes or has reason to believe the problems could lead to termination or non-renewal of contract, the administrator shall bring the problems and difficulties to the attention of the employee involved in writing and shall document the efforts which have been undertaken to assist the employee to correct whatever appears to be the cause for potential termination or non-renewal.

Nothing in this policy shall be construed or interpreted to preclude the superintendent from placing an employee on immediate suspension provided he gives written notice of such action to the employee within two (2) school days of the suspension.

**Reference: Arkansas Code Annotated 6-17-1704**

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**Descriptor Term**  
Certified/Classified  
Professional Standards of Conduct

**Descriptor Code**  
GBC

**Issue Date**  
2-18-93

All Gentry employees:

1. are to conduct themselves as professionals at all times.
2. are not to eat or drink during class time without the approval of the building principal.
3. are not to chew tobacco or smoke, or use e-Cigarettes or similar type product, in the presence of students during the school day or school-sponsored activity.
4. are expected to be fair, patient, honest and cooperative with students, parents, staff, and others associated with the Gentry School District.
5. are expected to respond to deadlines and administrative requests in a timely manner.
6. are expected to recognize their position within the community and weigh carefully any remarks they make about the school's program, staff, or students.
7. are encouraged to participate in civic and community affairs with the Gentry School District as well as extra-curricular school activities.
8. are encouraged to be an active member of his/her academic professional organization.
9. are expected to dress in a professional manner conducive to a high standard of learning. (See GAMC)
10. are expected to respect the chain-of-command. (See GAMA)
11. are to exhibit personal standards of conduct worthy of emulation by Gentry Students.

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**Descriptor Term**  
REASONS FOR DISCIPLINARY ACTION

**Descriptor Code**  
GDBCA

**Issue Date**  
May 16, 1994

**Revised:**  
April 20, 1998  
June 17, 2013

Along with the need of efficiently operating the district, the safety and convenience of a great many personnel may be jeopardized by the thoughtless acts of just one worker; therefore, some restrictions must be made on the individual for the sake of the whole group. Following is a non-inclusive list of violations which will be sufficient grounds for disciplinary action up to and including discharge.

1. Failure to be at work station at starting time.
2. Leaving work station without authorization (contact principal or supervisor)
3. Excessive unexcused absenteeism.
4. Excessive tardiness
5. Wasting time or loitering during working hours
6. Possession of weapons on the premises at any time
7. Removing district property, records or confidential information from premises without proper authority
8. Willful abuse property, including tools, equipment, or property of other employees
9. Theft or misappropriation of property of employees, students, or the district.
10. Sabotage
11. Distract the attention of others from their job performance
12. Refusal to obey orders of supervisor
13. Refusal or failure to do work assignment
14. Unauthorized operation of machines, tools, or equipment
15. Threatening, intimidating, coercing, or interfering with employees or supervisor at any time
16. Fighting on the premises at any time
17. Creating or contributing to unsanitary conditions
18. Practical jokes injurious to employees or district property
19. Possession, consumption, or reporting to work under the influence of alcohol, non-prescribed drugs, or controlled substances.
20. Disregard of known safety rules or common safety devices provided
21. Unsafe operation of motor-driven vehicles
22. Operating machines or equipment without safety devices provided
23. Gambling, lottery, or any other game of chance on district property
24. Unauthorized distribution of literature, written or printed matter of any description on district premises.
25. Posting or removing notices, signs, or writing in any form on bulletin boards of district property at any time without specific authority of administration.
26. Poor workmanship
27. Immoral conduct or indecency including abusive and/or foul language.
28. In-coming and out-going personal calls during working hours (except for emergencies)
29. Walking off job
30. Falsifying time sheets
31. Engaging in sexual activities while on the job or on School Board property
32. Intentionally lying to supervisor

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**Descriptor Term**  
CLASSIFIED PERSONNEL  
POLICY COMMITTEE

**Descriptor Code**  
GDBSA

**Issue Date**  
May 16, 1994

**Last Revised**  
March 12, 2007  
June 13, 2019

Within 30 days of the beginning of each school year, elections will be held to choose representatives to the Classified Personnel Policy Committee. The following guidelines will be used:

1. Prior to October 15 of each school year a meeting will be called by the previous year's chairperson in order for the classified employees to conduct the election of representatives. In the event that the chairperson is no longer an employee, then the previous year's secretary shall call the meeting. Should neither the previous year's chairperson or secretary be a current employee of the district, the meeting shall be called by the District Treasurer.
2. One representative will be selected from each of the following district positions:
  - a. Secretary and Clerk
  - b. Transportation
  - c. Food Services
  - d. Aide and paraprofessionals
  - e. Maintenance, operation, and custodians
  - f. At large position that is not identified by the classifications in a-e.
  - g. No more than 3 classified employee administrators on the committee-these are appointed by Board of Directors Designee.
3. The classified personnel members of the committee on personnel shall be elected by a majority of the classified personnel voting by secret ballot. In case of a tie, the deciding vote will be cast by the previous year's chairperson. If someone declines to serve on the committee, the person with next highest votes will serve on the committee.
4. A vacancy on the committee will be filled using the same process.
5. A chairperson and secretary will be selected by the Classified Employee's Personnel Policies Committee.
6. A minimum of one (1) meeting will be held each fiscal year for the committee to review classified policies and to make any suggestions for revisions or additions in policy to the board of education. Other meetings may be called by the chairperson.
7. Any meeting of the committee shall be open to the public.
8. Minutes of any meeting will be posted at each campus and provided to the administration and school board.
9. Suggestions for revisions or additions of classified policy shall be recommended to the school board by the chairperson of the CPPC or by some other member designated by the CPPC.
10. The personnel policies shall include, but are not limited to, the following terms and conditions of employment:
  - a. Benefits;
  - b. Compensation;
  - c. Designation of workdays;
  - e. Holidays and non-instructional days;
  - f. The annual calendar;
  - g. Methods of evaluations;
  - h. Extra duties;
  - i. Leave
  - j. Grievances;
  - k. Dismissal or nonrenewal;
  - l. Reduction in force

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**Descriptor Term:**  
EMPLOYEE RELATIONS

**Descriptor Code:**  
GBH

**Issue Date:**  
May 18, 1998

**Revised:**  
6-15-98  
8-17-98

**Employee-Student Relations**

Any action or comment by a member of the school staff which invites romantic or sexual involvement with a student is considered to be highly unethical and is unacceptable to the Board. This includes, but is not limited to, inappropriate conversation, inappropriate touching, dating, cohabitation, and engaging in immoral conduct.

**Employee-Employee Relations**

Immoral acts, unprofessional conduct, or acts involving moral turpitude by an employee, which indicate unfitness to work in a school setting or poses a danger to others, will result in the immediate suspension of the employee and may result in the termination of such employee's contract of employment.



**Descriptor Term**  
PAYMENT FOR UNUSED  
SICK LEAVE

**Descriptor Code**  
GDBAB

**Issue Date**  
March 13, 2000

**Revised**  
May 20, 2002  
October 10, 2012

The District will buy any unused sick days accumulated during the current fiscal year in excess of thirty (30) accumulated days at the rate of  $\frac{1}{2}$  the per diem rate of the classified employed or the pay for a certified substitute teacher, whichever is less..

A classified employee who chooses to receive payment for unused sick leave shall complete a form provided by the business office stating their request. In the event a dispute arises over the number of days a certified employee has to his credit, the records contained in the payroll office shall be official.

As a method of recognizing service to the Gentry District and to the State of Arkansas, the District will buy all unused sick leave from any classified personnel who has reached the maximum number of years so as to be eligible for full retirement benefits provided that such employee has worked the last consecutive ten (10) years within the Gentry School District. The District will buy, on the employee's retirement, the unused sick days at the rate of  $\frac{1}{2}$  the per diem rate of the classified employed or the pay for a certified substitute teacher, whichever is less...

If a classified employee is eligible for retirement as described above but has not met the ten consecutive year requirement, the District will buy, on the employee's retirement, the unused sick days at one-fourth ( $\frac{1}{4}$ ) the per diem rate of the classified employed or the one-half ( $\frac{1}{2}$ ) the pay for a certified substitute teacher, whichever is less..

The benefits as described above shall convey to the beneficiary or estate of a staff member who dies while under contract to the school district.

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**Descriptor Term**  
Network Administrator Duties

**Descriptor Code**  
GBBAK

**Issue Date**  
June 20, 2011

**Revised**

**Description:** Oversees the administration, management and maintenance of computer network systems at Gentry Public Schools.

**Qualifications:**

- Education and training in computer science and network administration is preferred but not required
- Experience in local and wide area networks management and administration including configuration, setup, troubleshooting, planning, designing, implementation, and user support
- Ability to communicate orally and written in a professional manner
- Works well both alone or in a team setting
- Self-motivated
- Strong analytical skills

**Duties Include:**

- Network administration (including backup, security management, user account management, email systems, web servers, internet access, office systems and applications support)
- Assist Staff and Students with technology projects, problems and questions
- Assists with technology planning and updating through ongoing research.
- Upgrades, installs and troubleshoots networks
- Assists in reviewing and evaluating software to be implemented into the district
- Entering, changing and deleting inventory information in database as needed
- Develops and documents system standards for computer and network devices
- Performs technology needs analysis
- Rolls out hardware and software to ensure optimal deployment of resources
- Plans, implements, and supports the network and computing infrastructure plan
- Manages small to medium sized projects according to agreed upon budgets and schedules
- Other duties as assigned by supervisor

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**Descriptor Term**  
Computer Technician Duties

**Descriptor Code**  
GBBAL

**Issue Date**  
June 20, 2011

**Revised**

**Description:** A computer technician is responsible for general maintenance of computers and computer equipment and for resolving technical problems. The technician is expected to undertake general tasks which will promote seamless use of IT infrastructure in a work environment.

**Qualifications:**

- Education or experience in troubleshooting and supporting computer desktops, hardware and software
- Experience in local area network trouble shooting and user support
- Ability to communicate orally and written in a professional manner
- Works well both alone or in a team setting
- Self-motivated

**Duties Include:**

- Assist Staff and Students with technology projects, problems and questions
- Assists with technology planning and updating through ongoing research
- Troubleshoot and diagnose computer and software problems in a timely and efficient manner and provide technical support when needed
- Perform all designated installation procedures for both hardware and software, and provide and maintain appropriate documentation
- Working with external tech support agencies if necessary to resolve technical problems
- Inventorying, labeling, locating and relocating technology assets, as well as entering, changing and deleting inventory information in database
- Maintaining computer peripheral equipment- Ex: printers, scanners, projectors and whiteboards
- Troubleshooting wired and wireless networks, desktop and server hardware
- Other duties as assigned by supervisor

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**Descriptor Term**  
AIDE DUTIES

**Descriptor Code**  
GDD

**Issue Date**  
May 16, 1994

**Revised:**  
March 8, 2004  
June 1, 2007

A. INSTRUCTIONAL AIDE RESPONSIBILITIES

1. Do direct teaching under the guidance of the classroom teacher
2. Check and grade papers.
3. Help the students with art activities.
4. Participate in classroom management.
5. Prepare interim reports
6. Assist with parent/teacher conferences.
7. Assist in field trips
8. Prepare learning materials.
9. Assist in the preparing bulletin boards.
10. Assist in the operation of teaching machines
11. Assist with lunchroom and campus supervision.
12. Help maintain classroom discipline.
13. Help tutor students as needed.
14. Assist with lesson planning.
15. Assist in the office when needed.
16. Help prepare yearly reports (if applicable)
17. Serve as substitute teacher in emergency situations
18. Perform other duties designated by the principal or superintendent.

B. OFFICE AIDE RESPONSIBILITIES

The office aide shall perform many of the same duties as the school secretary. These duties include:

1. Serving as school receptionist
2. Receiving and directing visitors
3. Supervising students who are waiting to see principal or counselor
4. Acting as substitute teacher in emergency situations
5. Serving as assistant to school nurse in emergencies
6. Answering phone
7. Distributing mail, etc.
8. Writing class admit slips for students.
9. Assigning books and lockers for new students.
10. Copying and sending transcripts.
11. Duplicating instructional materials for teachers
12. Calling substitute teachers at principal's request.
13. Performing other duties as designated by principal or superintendent.

C. Other Instructional Aide (Title1, Migrant, G&T, Etc.)

1. Conduct needs assessment of all students eligible for individual supplemental instruction in accordance with specific program.
2. Provide supplemental instruction in accordance with specific program guidelines under the direction of the classroom teacher or program supervisor.
3. Provide eligible students with other non-instructional supplemental services available through specific program.
4. Prepare supplemental instructional and enrichment materials as needed.
5. Maintain classroom and provide an environment conducive to learning.
6. Maintain classroom discipline.
7. Periodically notify parents of student's progress.

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8. Maintain updated records and transfer data to proper agencies upon request.
9. Supervise hallways, bathroom, cafeteria, etc.
10. Perform other duties as designated by program director, principal or superintendent.

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**Descriptor Term**  
CAFETERIA EMPLOYEES DUTIES

**Descriptor Code**  
GDDA

**Issue Date**  
May 16, 1994  
March 8, 2004

A. Responsibilities:

1. Prepare and serve all food.
2. Wash dishes, pots and pans etc.
3. Clean kitchen which includes, floors, equipment walls bathroom, storage areas, freezer, cooler refrigerators.
4. Keep all food products rotated and in order in the storage areas.
5. Check in delivery trucks.
6. Oversee student workers.
7. Do paper work and any other duties as assigned by the immediate supervisor.
8. Perform all duties per instruction and direction of the food services director or his/her designee.

Duties for Cashier:

1. Make and keep records for the daily collection of money in serving line.
2. Count money and student participation.
3. Transport money to central office daily.
4. Perform all duties per instruction and direction of the food services director or his/her designee.

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**Descriptor Term**  
CENTRAL OFFICE EMPLOYEE DUTIES

**Descriptor Code**  
GDDB

**Issue Date**  
April 27, 1995

**Revised:**  
March 13, 2000  
May 20, 2002  
March 8, 2004  
June 28, 2004  
April 19, 2005

The Central Administration Office employs four office employees.

- A. Position One: Bookkeeper I responsibilities are to:
1. Keep an accurate record of school district funds.
  2. Pay all personnel that are paid from school district funds.
  3. Figure payroll deductions and send payments to proper place.
  4. Take care of property and personnel insurance.
  5. Verify all school district obligations paid from district funds.
  6. Prepare a school district financial statement each month.
  7. Perform other duties as assigned by superintendent.
- B. Position Two: Bookkeeper II/AP responsibilities are to:
1. Process and prepare for payment all Central Office purchases for “Accounts Payable”
  2. Assist campus secretaries to process and prepare for payment all campus purchases for “Accounts Payable”
  3. Keep all campuses’ activity account funds and keep all records concerning the financial operation of the business fund.
  4. Pay all District Accounts Payable obligations
  5. Maintain an up-to-date inventory of all district capital equipment and other capital purchases or investments
  6. Assist Bookkeeper I and other positions as needed
  7. Perform other duties as assigned by District Treasurer.
- C. Position Three: *HR Coordinator*/Administrative Assistant’s responsibilities are to:
1. Verify, maintain, file, and process all information regarding Human Resources including both Personnel and Applicant files; assuming all custodial responsibilities for such records.
  2. Maintain and verify DOL and EEOC compliance for employees
  3. Compile and send “Cycle Reports” to the State Department of Education.
  4. Handle correspondence for the Superintendent including being the recording secretary for regular and special school board meetings.
  5. Prepare certified and classified contracts
  6. Perform other duties as assigned by Superintendent.
- D. Position Four: Bookkeeper III /Receptionist’s responsibilities are to:
1. Receive visitors and phone calls.
  2. Keep the school food service books and keep all records connected with the financial operation of the school food service program.
  3. Pay Food Services Accounts Payable obligations
  4. Approve and verify student lunch applications
  6. Assist Bookkeeper I and other positions as needed
  7. Perform other duties as assigned by District Treasurer.

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**Descriptor Term**  
CUSTODIAN DUTIES

**Descriptor Code**  
GDDC

**Issue Date**  
May 16, 1994  
March 8, 2004

A. RESPONSIBILITIES

1. Open buildings in the morning
2. Regulate heat and A/C for all buildings.
3. Check all restrooms for supplies and cleanliness frequently during the work day.
4. Clean all rooms and hallways daily (vacuum or sweep).
5. See that all windows and doors are locked at the end of the day.
6. Empty all wastebaskets in all rooms.
7. Mop clean and wax all rooms requiring such.
8. Wash windows periodically
9. Clean water fountains as needed.
10. Maintain landscape areas.
11. Repair desks, stools, chalkboards, bulletin boards.
12. Install pencil sharpeners
13. Perform other maintenance or custodial work as designated by immediate supervisor or superintendent.

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<b>Descriptor Term</b>	<b>Descriptor Code</b>	<b>Issue Date</b>
FOOD SERVICE DIRECTOR DUTIES	GDDD	May 16, 1994 March 8, 2004

A. RESPONSIBILITIES

1. Provide instructions and supervision of all other cafeteria employees in the preparation and serving of meals and all other duties at all campuses.
2. Plan menu
3. Purchase all food, equipment, supplies, etc.
4. Keep all records and paperwork required to meet federal, state and local district guidelines and requirements, such as:
  - a. Meal Production Records
  - b. Inventory Control (purchased & U.S.D.A donated foods)
  - c. Storage areas (temperature control, etc.)
  - d. Vender Invoices
  - e. Time Sheets
  - f. Yearly accumulation and on-site review, etc.
5. Oversee maintenance and repairs of cafeteria equipment
6. Perform all other duties pertaining to the daily operation and maintenance of the Gentry School District Food Services Department and Program as assigned by the superintendent.
7. Develop the work schedule for all cafeteria employees

<b>Descriptor Term</b>	<b>Descriptor Code</b>	<b>Issue Date</b>
Child Nutrition Manager Duties	GDDH	June 1, 2007

- Supervise hourly employees.
- Make sure employees are in compliance with the guidelines of Standard Operating Procedures and document any incidents outside the guidelines, then report it to the Food Service Director.
- Responsible to cross train employees and work in any area of the kitchen if necessary.
- Responsible for turning in food orders to Food Service Director and then check in the order when it arrives.
- Document commodity foods received and update records
- Keep daily and monthly records of all meals served, including free, reduced, and paid.
- Consult with school nurse regarding students with food allergies and meet those needs if requested.

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**Descriptor Term:**  
SCHOOL NURSE DUTIES

**Descriptor Code:**  
GDDF

**Issue Date**  
May 16, 1994  
March 8, 2004

A. Job summary

The school nurse cooperates with administration, school staff, parents and resource people in providing for students' total health needs; identifies and studies student health problems and assists in their solution.

He/she ascertains the need for additional or modified health services. Maintains records of students' health history, medical treatment required and related services executed by a nurse.

B. Responsibilities and authority

1. The school nurse is responsible for nursing activities of health services, interpreting policies and procedures and reviewing work performance to determine compliance to recognized standards for:

- a. Maintaining quality level of care.
- b. Compliance with physicians' orders and administrative policies according to State and District standards.

2. The school nurse is expected to:

- a. Maintain a good working relationship with school staff, administration and related resource people.
- b. Maintain student health records and implement physicians' orders regarding students.
- c. Provide for health care of student and cooperate with personnel of other departments in providing for students' total health needs.
- d. Periodically check to ensure maximum service and to ascertain need for additional or modified services.
- e. Ensure availability of supplies.
- f. Assist with research related to improvement of health services for students.
- g. Implement nursing responsibility and administrative policy.
- h. Give consultation and support to those needing or requesting health care.
- i. Provide first aid and supportive care to students needing assistance.
- j. Ascertain that all students of the Gentry Public Schools have complied with all current State and Federal Laws concerning immunization.
- k. Evaluate work performed.
- l. Arrange for screening programs and make referrals as indicated by results.
- m. Perform all other related duties as assigned by the campus principal(s).

C. Qualifications

1. Education:

- a. A graduate of an approved school of nursing.
- b. A current Arkansas License to practice nursing.

2. Training and experience:

- a. Experience in school nursing preferred.
- b. Background of emergency work and experience in general nursing helpful.

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**Descriptor Term:**  
SCHOOL SECRETARY DUTIES

**Descriptor Code:**  
GDDG

**Issue Date:**  
May 16, 1994  
March 8, 2004  
June 1, 2007  
April 25, 2016

Each principal shall have one (1) secretary. The elementary, middle, and high school office secretaries will help the students, teachers, and do school office work as assigned by the principal.

Responsibilities:

1. Serving as receptionist when necessary.
2. Keeping student attendance records up to date.
3. Maintaining average daily attendance information
4. Assigning books and lockers for new students.
5. Enrolling new students.
6. Keeping activity fund
7. Attend Tier II financial training
8. Process and prepare purchase orders for payment to Central Office Bookkeeper II.
9. Typing letters, bulletins, purchase requests, etc.
10. Making bank deposits.
11. Keeping permanent records up to date.
12. Keeping substitute teachers' employment records.
13. Calling substitute teachers at Principal's request.
14. Doing State Department of Education reports as requested by the Principal.
15. Perform other duties as designated by principal or superintendent.

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**Descriptor Term:**  
Registrar Duties

**Descriptor Code:**  
GDDG-A

**Issue Date:**  
June 22, 2015

- 5) Maintains clerical and statistical records related to the enrollment, graduation and withdrawal of high school students.
  - Request records for new students and transferring students.
  - Process requests for records from other school districts
  - Process requests for educational verification and transcript requests for graduates.
  - Process requests for senior transcripts for college admissions during the fall and spring.
  - Process requests for final senior transcripts to be sent out to colleges and vocational schools.
- 6) Assist the counselor with Career Action Planning (CAP) meetings:
  1. Prior to each CAP meeting process all materials the advisor may need in order to conduct a successful meeting. Including, but not limited to, progress reports, report cards, transcripts.
  2. Maintain CAP advisor lists in e school.
- 7) Assist the counselor with the distribution and collection paperwork and the collection of fees associated with concurrent credit courses.
- 4) Assist the counselor with scheduling.
  1. Enter all student course requests
  2. Process reports that will assist the principal and counselor in the placement of courses in the master schedule.
  3. Maintain the course catalog and master schedule in e school.
  4. Assist the counselor with examination of student schedules to ensure they are complete and accurate.
  5. Assist the counselor making schedule changes and corrections.
  6. Distribute schedules to the students.
  1. Assists students and parents with requests for progress reports, driver's permit test paperwork, social security paperwork and proof of grades for insurance purposes.
  2. Assist counselor and students with paperwork related to ACT registration.
  3. Update and maintain the counselor's webpage on the Gentry Pioneers webpage. Including but not limited to posting ACT deadlines, scholarship information and financial aid information.
  4. Assist the counselor with the coordination of college and scholarship information to be provided to students.
  1. Create and maintain a scholarship database to inform students of scholarship opportunities.
2. Any other duties as assigned by counselor, principal or superintendent.

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**RESPONSIBILITIES:**

- Works under the supervision of and evaluated by the Superintendent of Schools.
- Oversee general operations of the Transportation, Maintenance, Building/Grounds, Custodial and Food Service Departments. Monitors and coordinates recruitment, hiring, training, assignment, supervision, attendance and evaluation of all employees assigned thereto.
- Oversee the budget and purchasing within the Transportation, Maintenance, Building/Grounds, Custodial and Food Service Departments; collaborates with department supervisors to develop and manage their budgets.
- Maintains records related to Transportation, Maintenance, Building/Grounds, Custodial, and Food Service Departments in compliance with local, state, and federal regulations.
- Oversee the general safety and security of the district's facilities and transportation fleet.
- Works with all district faculty and staff to ensure that the facilities, grounds and district vehicles are safe for students and staff.
- Ensures that PM's and all inspections of equipment and systems are performed in a timely manner.
- Recommends, to the Superintendent of Schools, major equipment and vehicle replacements and oversees the purchasing process.
- Assists with the design, planning, and oversight of buildings renovations and new construction.
- Monitors progress of various major or long term projects.
- Responds to emergency situations and inclement weather conditions and assists in determining an appropriate course of action.
- Serves as the District Safety Coordinator.
- Serves, in conjunction with the Superintendent of Schools, as the District Point of Contact in a pandemic emergency.
- Serves on the District Leadership Team.
- Oversees the scheduling of all bus routes including inclement weather and any other limited bus service.
- Coordinates, with campus administrators, periodic bus safety training for students and staff.
- Periodically reviews contents of bus videos, confers with campus administrators when applicable.
- Oversee preparation and timely submission of necessary DESE reports.
- Address School Board and staff as needed.
- Comply with local and state purchasing regulations; work with vendors to ensure cost efficiency.
- Serve as liaison to local, county, and state officials regarding district operations matters to maintain a positive school/community relationship.
- Maintain regular, direct communication with the Superintendent of Schools concerning current issues and opportunities with respect to the operations of the district.
- Perform all other duties pertaining to the daily operation of the Gentry School District as assigned by the Superintendent of Schools.



**RESPONSIBILITIES:**

1. Works under the supervision of the Superintendent of Schools
2. Oversees the recruitment, hiring, training, assignment, supervision and evaluation of all employees assigned to the Transportation, Maintenance, Building/Grounds, and Custodial Departments.
3. Oversees the budget and purchasing within the Transportation, Maintenance, Building/Grounds, and Custodial Departments.
4. Maintains records related to Transportation, Maintenance, Building/Grounds, and Custodial Departments in compliance with local, state, and federal regulations.
5. Oversees the general safety and security of the district's facilities and transportation fleet.
6. Ensure that the facilities, grounds and district vehicles are safe for students and staff.
7. Ensure that PM's and inspections of equipment and systems are performed in a timely manner.
8. Recommends major equipment and vehicle replacements.
9. Assists with the design, planning, and oversight of buildings renovations and new construction.
10. Monitors progress of various major or long term projects.
11. Responds to emergency situations and inclement weather conditions and assist in determining an appropriate course of action
12. Oversee the scheduling of all bus routes including inclement weather limited bus service.
13. Maintains a Facilities & Transportation webpage within the district's website
14. Coordinate, with school administrators, periodic bus safety training for students and staff.
15. Periodically review contents of bus videos, confer with school administration when applicable.
16. Comply with local and state purchasing regulations; work with vendors to ensure cost efficiency.
17. Serve as liaison to local, county, and state officials regarding facilities & transportation matters to maintain a positive school/community relationship.
3. Perform all other duties pertaining to the daily operation and maintenance of the Gentry School District Facilities & Transportation Department as assigned by the superintendent





<b>Descriptor Term</b>	<b>Descriptor Code</b>	<b>Issue</b>	<b>Date Revised</b>
Fleet Manager Responsibilities:	GDDJ	April 20, 2015	

1. Works under the supervision of the Facilities & Transportation Director.
2. Assists in the daily supervision of transportation personnel.
3. Assist in the scheduling of bus routes.
4. Assist in the scheduling of substitute bus drivers.
5. Assist in the scheduling of activity trips.
6. Assist with checking road conditions during inclement weather, inspects for road hazards, and other safety related conditions as required by the Facilities & Transportation Director.
7. Maintain records and paperwork required to meet federal, state, and local district guidelines and requirements, such as: Inventory, Time Sheets, Inspection Records, Pre/Post Trip Inspections.
8. Exhibits skill and proficiency in performing repairs, and routine and preventive maintenance.
9. Accurately inspects, diagnoses, and repairs the district's school buses. Performs road tests and inspects buses to ensure that malfunctions have been corrected and that the bus is operating safely and efficiently.
10. Keeps Facilities & Transportation Director informed as to status of jobs in the shop.
11. Be responsible for oil change, lube, batteries, etc., at regularly scheduled intervals as determined by the vehicle's operational condition and by guidelines from the Division of Public School Academic Facilities and Transportations.
12. Be responsible for the operational condition of the spare buses.
13. Maintains a high level of safety standards at all times while performing the responsibilities of the position.
14. Promptly reports any abuse of buses and/or equipment to the Facilities & Transportation Director.
15. Responsible for inventories of assigned tools and equipment.
16. Maintains shop area in a safe, clean, and orderly condition; maintains equipment and tools in a safe and proper working condition; notifies appropriate personnel of unsafe working conditions.
17. Completes work orders and maintains records of time worked and materials used.
18. Recommends and assists with purchase of needed parts, supplies, and tools; completes records of vehicle maintenance and repair, parts cost, and vehicle inspections.
19. Serves as an emergency substitute bus driver, if an appropriate substitute cannot be secured.
20. Performs emergency road service to disabled buses. Drives replacement bus to site and calls for wrecker service, when needed.
21. Assists with driver training in the areas of daily pre-trip inspection and bus components identification.
22. Ensures that all school vehicles are fueled.

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23. Ensures that all school vehicles are washed on a regular basis.
24. Attends appropriate workshops and training programs as assigned by the Facilities & Transportation Director.
25. Perform all other duties pertaining to the daily operation and maintenance of the Gentry School District Facilities and Transportation Department as assigned by the Facilities & Transportation Director or the Superintendent

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**Descriptor Term**  
TRANSPORTATION  
HELPER DUTIES

**Descriptor Code**  
GDDJ-A

**Issue Date**  
April 20, 2015

1. Works under the supervision of the Fleet Manager.
2. Assists Fleet Manager in performing repairs, and routine and preventive maintenance.
3. Maintains a high level of safety standards at all times while performing the responsibilities of the position.
4. Promptly reports any abuse of buses and/or equipment to the Fleet Manager.
5. Responsible for inventories of assigned tools and equipment.
6. Maintains work area in a safe, clean, and orderly condition; maintains equipment and tools in a safe and proper working condition; notifies appropriate personnel of unsafe working conditions.
7. Completes work orders and maintains records of time worked and materials used.
8. Serves as a substitute bus driver.
9. Assists with emergency road service to disabled buses. Drives replacement bus to site and calls for wrecker service, when needed.
10. Fuels all school vehicles.
11. Washes all school vehicles.
12. Attends appropriate workshops and training programs as assigned by the Fleet Manager or Facilities & Transportation Director.
13. Perform all other duties pertaining to the daily operation and maintenance of the Gentry School District Transportation Department as assigned by the Fleet Manager or Facilities & Transportation Director.

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**Descriptor Term**  
NIGHT CUSTODIAN SUPERVISOR  
RESPONSIBILITIES:

**Descriptor Code**  
GDDC-A

**Issue Date**  
April 20, 2015

1. Works under the supervision of the Facilities & Transportation Director.
2. Assists in the daily supervision of the night custodial personnel.
3. To continuously inspect and appraise the nightly custodial services of the district and report any problems or needs to the Facilities & Transportation Director.
4. Assist in the requisition and purchasing procedure to maintain an adequate supply of custodial supplies to complete nightly cleaning schedule.
5. Maintains a high level of safety standards at all times while performing the responsibilities of the position.
6. Assist in the training of all custodial personnel to ensure proper training in all aspects of custodial care, including the use and handling of chemicals, hazardous materials, medical waste disposal, and building security.
7. Will serve as a night custodian substitute as needed.
8. Promptly reports any abuse of facilities and/or equipment to the Facilities and Transportation Director.
9. Responsible for inventories of assigned tools and equipment of the night custodial staff.
10. Maintains work area in a safe, clean, and orderly condition; maintains equipment and tools in a safe and proper working condition; notifies appropriate personnel of unsafe working conditions.
11. Completes work orders and maintains records of time worked and materials used.
12. Attends appropriate workshops and training programs as assigned by the Facilities & Transportation Director.
13. Perform all other duties pertaining to the daily operation and maintenance of the Gentry School District Facilities & Transportation Department as assigned by the Facilities & Transportation Director or Superintendent.

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**Descriptor Term**  
MAINTENANCE SUPERVISOR  
DUTIES

**Descriptor Code**  
GDDE

**Issue Date**  
May 16, 1994

**Revised**  
May 20, 2002  
March 8, 2004  
April 20, 2015

1. Works under the supervision of the Facilities & Transportation Director.
2. Perform general maintenance and repair tasks in a variety of areas and as assigned by Director of Facilities & Transportation.
3. Assists in the daily supervision of district maintenance personnel.
4. Assists in the supervision of the grounds- mowing, "weed-eat", trim and prune trees, snow removal of driveways and major walkways, etc.
5. Ensure that the facilities and grounds are safe for students and staff.
6. Escort various inspectors on survey of sites, i.e. fire marshal, insurance inspectors, state safety and health inspectors, etc. Be responsible for follow-up on any deficiencies noted by above mentioned inspectors.
7. Work cooperatively with custodial employees, staff, and administrators.
8. Ensure that PM's and inspections of equipment and systems are performed in a timely manner.
9. Respond to emergency situations and perform necessary repairs with the understanding that these sometimes occur during "off" hours or holidays.
10. Use the work order system, making sure that work orders have been written and approved before performing tasks, except in emergency situations.
11. All duties to help maintain and upkeep of the campus.
12. Recommend repairs or procedures that are beyond the scope of responsibilities, skill or experience, to the Director of Facilities & Transportation.
13. Ensure that all applicable fire, safety, health, and environmental regulations and laws are observed and met.
14. Maintain an adequate supply of parts and supplies to complete repairs, and to request needed supplies through the established procedures of the district.
15. Make recommendations for improvement in the effectiveness and efficiency of all maintenance operations of the district.
16. Maintain required and/or necessary certifications pertaining to job duties; ASPMA, Asbestos Inspections, Boiler Operator, OSHA, ASHA.
17. Adhere to federal and state regulations and statutes.
18. Perform all other duties pertaining to the daily operation and maintenance of the Gentry School District Facilities and Transportation Department as assigned by Facilities and Transportation Director or the Superintendent.

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**Descriptor Term**  
MAINTENANCE TECHNICIAN  
RESPONSIBILITIES:

**Descriptor Code**  
GDDE-A

**Issue Date**  
April 20, 2015

1. Works under the supervision of the Maintenance Supervisor.
2. Perform general maintenance and repair tasks in a variety of areas and as assigned by Maintenance Supervisor.
3. Ensure that the facilities and grounds are safe for students and staff.
4. Work cooperatively with custodial employees, staff, and administrators.
5. Use the work order system, making sure that work orders have been written and approved before performing tasks, except in emergency situations.
6. Assist in ensuring that all applicable fire, safety, health, and environmental regulations and laws are observed and met.
7. Attend required safety meetings.
8. Attend appropriate workshops or training programs as assigned by the Maintenance Supervisor.
9. Adhere to federal and state regulations and statutes.
10. Perform all other duties pertaining to the daily operation and maintenance of the Gentry School District Facilities and Transportation Department as assigned by the Maintenance Supervisor or the Facilities and Transportation Director.

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