

Gentry Public School District



Classified Personnel Policy 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.



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

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Descriptor Term:
PROPOSALS OF
PERSONNEL POLICIES

Descriptor Code:
GAB

Issue Date:
8-20-91

Revised
May 9, 2011
March 17, 2014
June 22, 2015

The certified personnel policies committee (PPC), classified personnel policies committee (CPPC), or the board of directors may propose new personnel policies or amendments to existing policies if the proposals by the board have been submitted to the PPC or CPPC at least ten (10) working days prior to presentation to the board.

The superintendent may recommend any changes in personnel policies to the board of directors, the CPPC, or to the PPC. Such recommendations shall become proposals if adopted by either the board or the committee.

The chairperson of the PPC or CPPC or a committee member designated by the chairperson will have the opportunity to orally present the committee's proposed policies or amendments to existing policies to the board of directors.

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; and
- m. Assignment of teacher aides

After presentation to the board, final action may be taken at the next regular board meeting.

The sequence for taking action will be as follows:

1. The acceptance and adoption by the board of any recommendation presented by the superintendent, or proposal presented by either personnel policies committee, or proposal initiated by the board itself shall be considered a first reading of policy when such action is placed in the form of a motion, moved, and seconded by the board.
2. If the board adopted proposal was initiated by the superintendent or the board, the proposal will be remanded to the personnel policies committees for further study and to present any suggested revisions as stipulated above.
3. Any policy that has had a first reading will have a second reading at the next regular meeting unless the board adopts the suggestions of the PPC or CPPC, as described in the preceding paragraph, in place of the policy as first read. Such action by the board will be considered a first reading of policy.
4. Final action of the board will be taken at the meeting in which the second reading of the policy occurs. The final action will be the taking of a vote by the board in accordance with Gentry Board Policy BCBG.
5. In the event that immediate board action is warranted for emergencies mandated by law or circumstances

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that require immediate action to prevent irreversible, detriment to the school district, the board of education reserves the right to suspend the second reading of a policy proposal. Unanimous consent of all board members present at the meeting shall be required for this "emergency clause" to be invoked and supersede the procedure established in this policy.

6. Second reading of policy for the Parent-Student Handbook may also be suspended when the policy revision is required by amendments, deletions, or additions to state law. Adoption as policy of such changes shall take place at the first reading and shall be effective after parents, students, staff, or other affected parties have received notification of such required change.
7. The personnel policies of all school districts shall be considered to be incorporated as terms of the certified and classified personnel contracts and shall be binding upon the personnel and the district. Any changes or additions to the classified personnel policies shall not be considered a part of personnel contracts until the next fiscal year.

A change or addition to the personnel policies that is necessary to ensure compliance with a state or federal regulation, a state law enacted during a legislative session, or a federal law that is adopted by the school district board of directors each year by the later of June 30 or ninety (90) days after the effective date of a change to a state or federal regulation, a state law enacted during a legislative session, or a federal law giving rise to the specific policy change or addition shall be considered a part of licensed personnel contracts on July 1 of the same calendar year or upon the date of adoption if adopted after June 30.

Locally initiated changes or additions to the personnel policies may take effect before the next fiscal year if the changes or additions are approved by a majority of the certified and classified personnel employed by the district voting by secret ballot. The PPC and the CPPC may use the same ballot but each constituent group shall have their votes tallied separate from the other. The voting and counting shall be conducted by each respective personnel policy committee.

8. Changes in board policy that are mandated by law are effective with the same effective date as the law regardless of whether these changes have been incorporated into board policy.

Reference: **Arkansas Code Annotated 6-17-205**
 Arkansas Code Annotated 6-17-2304
 Act 835 of 2015 Regular Session

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Descriptor Term:
TITLE IX

Descriptor Code:
GACA

Issue Date:
6-13-89

Revised
4-18-94

In June 1972, Congress passed Title IX of the Education Amendments, a law which affects virtually every educational institution in the country. This law prohibits discrimination by sex in educational programs that receive federal funds. The law states in part that:

- A. No person in the United States shall on the basis of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal assistance.
- B. Male and female students must be eligible for benefits, services and financial aid without discrimination on the basis of sex.
- C. The superintendent or superintendent's designee shall be designated as the grievance officer for Title IX.

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Descriptor Term
CONFIDENTIALITY

Descriptor Code
GAFA

Issue Date
7-14-87

Revised
3-13-00

The Gentry Public Schools is dedicated to exercising its options in promoting good mental health for the students within its jurisdiction. School Personnel and students are to be aware that certain information cannot be considered confidential. School Personnel are obligated by law to report suspected child abuse and neglect (Act 397 of 1975). Furthermore, the Gentry Public Schools will make it a policy to report to the proper authorities student behavior which is deemed harmful to the student and/or others.

From time to time, in order to comply with state law or district policy, state or local law enforcement may be notified of student misconduct or criminal acts. Students are advised that they have the legal right to decline to be questioned by a law enforcement officer until their parent or parents can be present. Administration will make every effort to notify parents that their child has been reported by the school district to law enforcement at the parents' daytime telephone number as reflected in district records

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Descriptor Term	Descriptor Code	Issue Date	Revised:
REPORTING OF SUSPECTED CHILD ABUSE AND/OR NEGLECT	GAFB	7-14-87	7-1-96 April 25, 2016

When any teacher, school official, school counselor, or other school employee has reasonable cause to suspect that a child has been subjected to child maltreatment, or that a child has died as a result of child maltreatment, or who observes the child being subjected to conditions or circumstances which would reasonably result in child maltreatment s/he shall immediately notify central intake or law enforcement.

No privilege or contract shall relieve anyone, required by Arkansas Code Annotated 12-12-507 to make notification, of the requirement of making notification.

The staff of Gentry Public Schools may notify building principal/counselor and/or principal's designee after such a notification has been made.

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Descriptor Term	Descriptor Code	Issue Date	Revised
PARENT-TEACHER CONFERENCES	GAH		March 8, 2004 January 18, 2010

Parent teacher conferences are a vital part of the teacher's work. Parent-teacher conferences will be scheduled during the first and third attendance quarters. At this time parents are requested to come for conferences and to pick up their child's grade card.

To the fullest extent possible, all grade level conferences with parent(s) and or guardian(s) shall be scheduled at a time and place to best accommodate those participating in the conference. The school shall document participation or nonparticipation in required conferences.

Additional conferences, scheduled through the office, may be held as deemed necessary by either parent or teacher.

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

The district believes that frequent communication between the school and parents or guardians is necessary for students have the greatest opportunity to maximize their educational opportunities. Thus, the Gentry School Board directs the instructional staff to initiate regular and periodic communications with parents or guardians through a variety of methods including, but not limited to, personal contacts, e-mail communications, notes, postal mailings, and conversations by telephone during the school year to discuss the student's academic progress. The instructional staff shall initiate more frequent contact for students not performing at the level expected for their grade.

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Descriptor Term
FUND RAISING

Descriptor Code
GAHD

Issue Date
6-10-86

Revised
6-16-08

The Gentry Public Schools recognize that certain extracurricular activities within the District may require the solicitation of the community in order to raise funds for a specific activity. Each organization which intends to engage in a fund raising activity involving contact with the community in their homes or businesses (either in person or by mail) must follow the succeeding guidelines:

- A. The building Principal must be notified in writing by the activity sponsor(s) by October 1, of each year of all fund raising activities anticipated for the year. This request should show the amount of money anticipated to be raised by the activity, the duration of the sale, which members of the community are to be solicited, and the purpose(s) for which the funds will be used.
- B. The building Principal will notify the Superintendent of each community solicitation project. The Principal and Superintendent will discuss the merits of the project with the sponsor if there are any questions concerning the activity.
- C. Unless School Board approval is deemed necessary by the Superintendent, the Superintendent's approval of a project will be considered final.
- D. The School Board will have the final word on any fund raising activity deemed questionable by the Administration or community, but only after the sponsor(s) of the activity has been notified by the Administration that the project is to be postponed for consideration by the Board.
- E. Priorities for fund raising will be established by each building Principal. Priority will be given to each organization based on need, number of students who will benefit from the organization's profits, purpose of the fund raising activity, group which will be solicited, number of previous fund raisers by a group, etc. The Principal is charged with delineating such requirements for each building through consultation with each sponsor requesting a project.
- F. Upperclassman organizations and organizations which include memberships or activities which benefit a large percentage of the student body will have priority status in arranging fund raising activities.
- G. In-school fund raising activities or activities involving members of the community who come to the school to donate do not require written notification to the Principal. It is the Sponsor's duty, however, to make verbal arrangements with the Principal in scheduling such in-school fund raisers. Approval for such activities still belongs to the Principal, Superintendent, and, if necessary, the Board.
- H. All fund raising organizations are to avoid overlapping their sales to the community whenever possible.
- I. All fund raising organizations are asked to limit community sales to avoid taxing the good nature of the community.
- J. All fund raising organizations are to assess the merchandise or services offered to the community for its quality and/or value.
- K. Candy, gum or other products not allowed used in school as designated by the Student Handbook will not be sold during schools hours on campus. (First bell of first period to last bell of last period)
- L. Any solicitation from the community for donations of materials or money must be approved by the Principal and Superintendent and if deemed necessary, by the School Board. In any of the above steps, the principal may appoint a designee in his/her place.

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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.

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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.

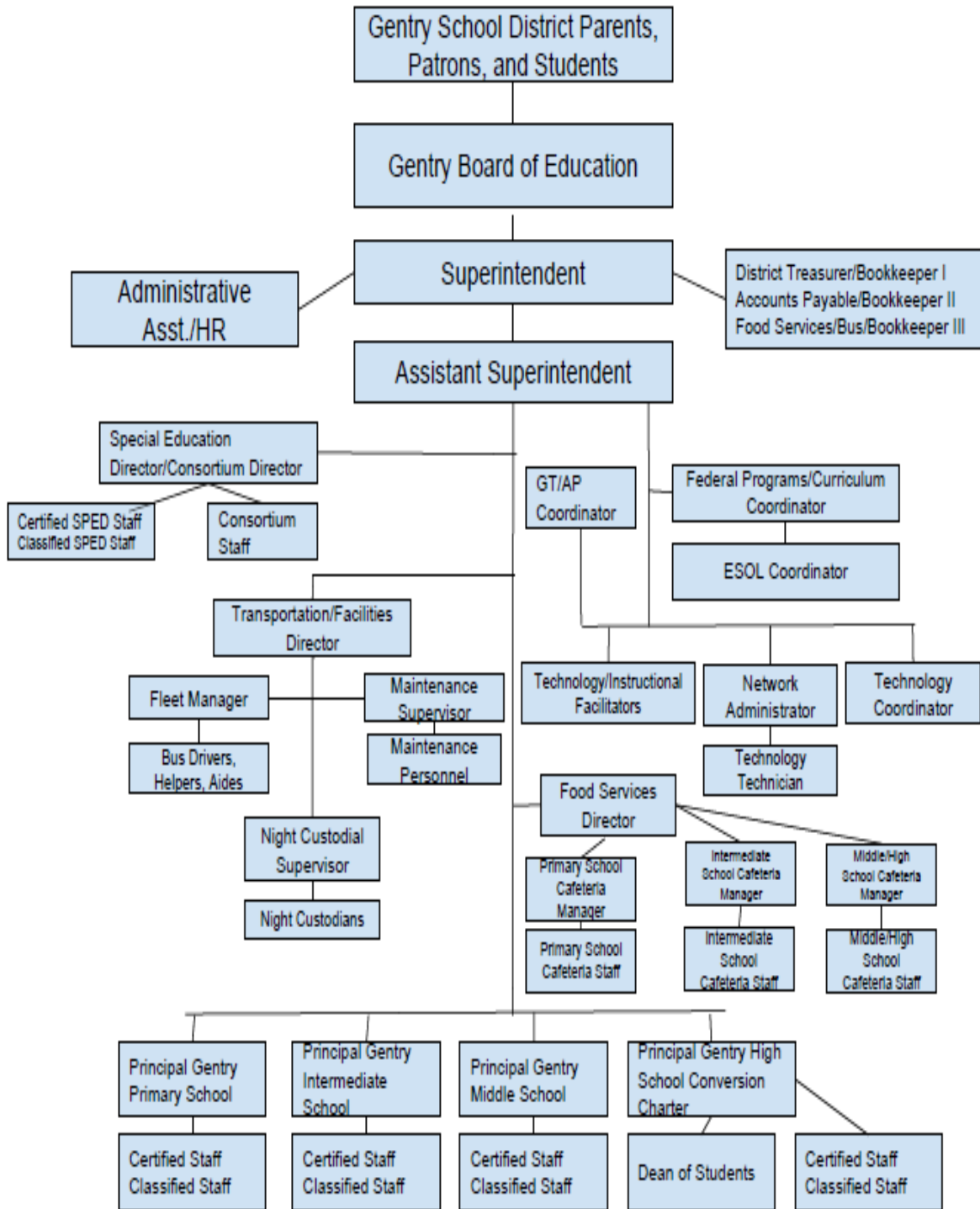
In order to have an effective working relationship with all members of the School System, teachers and other personnel should always observe this line of authority.

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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
10-15-2018 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.

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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

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Descriptor Term

DRESS

Descriptor Code

GAMC

Issue Date

6-21-88

Revised

5-20-02

Personal appearance plays a great part an employee's success in the performance of his/her respective duties. Each employee should consider it his/her responsibility to be dressed in a manner that reflects honor on the profession and sets a good example for students by wearing clothing that is appropriate for his/her type of duties. There will be no athletic apparel or blue jeans worn except at the discretion of the employee's immediate supervisor.

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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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Descriptor Term	Descriptor Code	Issue Date	Revised
MEDICATION/FIRST AID	GAME	10-20-92	6-21-99, 5-19-2004 5-17-05, 5-19-08 6-17-2013, 6-22-15

Except for medications used in first aid, no medications will be administered to students on any school premises by school personnel unless the student requires the medication to attend school. Parents and physicians are urged to schedule the administration of all medication to students at home. When home administration is not possible, prescription drug will be administered at school under the following conditions:

1. It will be ascertained directly from the physician treating the pupil that administering the medication at school is necessary for the health and well-being of the pupil and that no other time schedule for taking the drug is possible.
2. A written statement or prescription will be obtained from the doctor stating the diagnosis, method, amount, and schedule for medicine to be administered. This includes prescription and non-prescription drugs.
3. Parent will fill out school medication permit requesting the school nurse or nurse's designee assist the pupil as recommended by the doctor.
4. Parent's signature on medication permit will be construed as a statement of waiver releasing the school district and its personnel from any and all liability for any undesired or adverse reaction resulting from the medicine being administered.
5. All medication must be delivered to school in its original container by the parent/guardian and possessing the following data:
 - a. Child's name
 - b. Physician's name
 - c. Date of prescription
 - d. Name of drug
 - e. Directions for administration

Only the dosage required should be sent to school daily unless other arrangements are approved by principal. Students are required to take original medication container home daily unless other arrangements are approved by principal.

6. If medication is to be administered for a prolonged basis, the school nurse will check with the physician at intervals no greater than three months to determine the efficacy of the medication and determine if it needs to be continued at school.
7. Non-aspirin or like non-prescription medication will be administered at school upon parent's request and signing of medication permit. Such medicine will be delivered to school in original container with the pupil's name labeled on the container. Waiver conditions will be the same as specified in item 4 above. All over the counter medications must be brought from home. Aspirin will not be given, due to increased risk of Reye's Syndrome and other complications. If the medication must be kept at school for more than one week a doctor's note will be required. Cough drops are considered over the counter medication.
8. On written direction from a student's physician, a student who has a life-threatening condition, such as asthma, may be allowed to keep medication, such as an inhaler, auto-injectable epinephrine, or both, on their person or within their personal possessions. The letter from the student's physician shall be maintained in the student's health file.

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Emergency care for students will be as follow:

1. Minor injuries, such as small cuts and abrasions, will be washed with plain soap and water only.
2. If the injuries require more than the above treatment in item 1, the parent will be contacted and no additional first aid will be administered.
3. All students are required to have on file an Emergency Procedure Form signed by child's parent or guardian which authorizes the school to provide life-saving measures in the event of an emergency. Such form will provide the parent's or guardian's home and work telephone numbers.

If life-saving measures are required and the parent cannot be reached, such measures will be administered by qualified personnel until the student can be transported to the emergency room of a hospital.

Emergency Procedure Forms will be kept in the respective school's principal's office. A copy of this form will be taken for each student on school-sponsored trips away from the school campus.

Act 757 of 2013

The Gentry School Board authorizes the school nurse at each campus to:

- (A) Provide an epinephrine auto-injector to a student that meets the prescription on file or any personnel authorized under a student's individualized health care plan to administer an epinephrine auto-injector to the student;
- (B) Administer an epinephrine auto-injector that meets the prescription on file to a student who has an individualized health care plan that authorizes the use of an epinephrine auto-injector; and
- (C) Administer an epinephrine auto-injector to a student who the school nurse in good faith professionally believes is having an anaphylactic reaction.

Act 833 of 2015 Regular Session: Administration of medication for diabetes

A volunteer, trained by a licensed registered nurse as a care provider, upon written request of a parent or guardian of a student with diabetes and authorization by the treating physician of the student, and having a health plan, may, in the classroom, in another area designated at the school, on school grounds, or at a school-related activity may:

- (1) Perform blood glucose checks;
- (2) Administer insulin through the insulin delivery system the student uses;
- (3) Administer glucagon
- (3) Treat hypoglycemia and hyperglycemia;

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Descriptor Term
PURCHASES

Descriptor Code
GAMF

Issue Date

Revised
May 20, 2002
April 25, 2016

All district purchases and all expenditures shall be made in accordance with the approved budget adopted by the school board annually in a public meeting and filed with the Arkansas Department of Education. The district uses the state's APSCN computer system. A detailed set of procedures may be found in the District's Internal Control Environment document.

Obligations made by school employees in a manner other than that described in this policy shall become obligations of the employee.

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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.

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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.

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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.

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Descriptor Term	Descriptor Code	Issue Date	Revised
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.

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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 will be paid in twelve (12) installments beginning in July and will be paid on or prior to the 30th of each month.
- D. 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. The thirteenth (13th) installment will be paid prior to or on June 30th.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. Pay checks may be obtained up to one (1) week early at the discretion of the administration for emergencies only.
- J. 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.

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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:
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.

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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.

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Descriptor Term:
SUBSTITUTE TEACHER
COMPENSATION

Descriptor Code:
GBBAAA

Issue Date:
12-15-92

Revised:
7-1-96, 3-26-01, 4-18-05
4-13-09, 1-16-2015
January 18, 2016
January 21, 2019

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.

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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.

Gentry Public School District Board Policies
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Descriptor Term	Descriptor Code	Issue Date	Revised
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

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Descriptor Term
Federal Programs/
Curriculum Coordinator

Descriptor Code
GBBAC-B

Issue Date
January 28, 2008

Revised
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.

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Descriptor Term	Descriptor Code	Issue Date	Revised
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.

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Descriptor Term:

Duty of teachers, classified school employees, and volunteers regarding school discipline.

Descriptor Code:

GBBAI

Issue Date

4-19-2004

Revised

Every teacher shall seek to exercise wholesome discipline in his or her school and endeavor by precept and otherwise to instill and cultivate in the pupils good morals and gentle manners.

Classified school employees, substitutes, and volunteers shall have as a minimum the responsibility to appropriately assist and support teachers in these efforts.

Teachers and administrators, classified school employees, substitutes, and volunteers shall be provided with appropriate student discipline training.

Gentry Public School District Board Policies
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Descriptor Term
Technology Coordinator Duties

Descriptor Code
GBBAJ

Issue Date
June 20, 2011

Revised

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

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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
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	Descriptor Code	Issue Date	Revised
RENEWAL OF CONTRACTS	GBD	6-11-91	June 1, 2007 May 21, 2012 June 18, 2012 April 25, 2016

Staff members are appointed annually by the Board of Directors upon the recommendation of the Superintendent of Schools in accordance with Arkansas Code Annotated 6-17-1506.

The appointment of all certified personnel is evidenced by written contracts as stipulated in Arkansas Code Annotated 6-17-1506.

The superintendent will be evaluated and considered for renewal in accordance with the Arkansas School Board Association’s superintendent evaluation model.

The names of all administrative certified personnel being recommended for renewal shall be presented to the Board of Directors at its regular meeting in March of each year

The names of all non-administrative certified personnel being recommended for renewal shall be presented to the Board of Directors at its regular meeting in April of each year

Any certified staff member, excluding the superintendent, who has not been notified by May 1 that his or her contract has been recommended for nonrenewal, shall be automatically renewed in accordance with Arkansas Code Annotated 6-17-506.

All offers to renew annual contracts for teachers shall expire if not accepted in writing and returned to the office of the Superintendent thirty (30) days after issuance. Employees who have not signed and returned contracts to the office of the Superintendent within thirty (30) days will be notified in writing that the contract offer is being withdrawn and that the employee is considered to have resigned. This notice shall be given in a like manner as notices of renewal/termination under the provisions s of A.C.A 6-17-1501 et seq., “The Teacher Fair Dismissal Act of 1983”.

Should an employee be on an extended leave, excluding summer break and having been approved by the school board for the individual employee prior to contracts being issued, the district shall mail the contract to the employee by certified mail.

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Descriptor Term
INSULT OR ABUSE OF
A STAFF MEMBER

Descriptor Code
GBEA

Issue Date
1-19-93

A mandatory suspension home of ten days will be the consequence for any student who makes a written threat, oral threat, threatening gesture(s), or any other implied threat to any staff member of Gentry Public Schools.

A mandatory suspension home of ten days and a mandatory recommendation of expulsion made to the superintendent will be the consequence for any student who makes physical contact with any staff member of Gentry Public Schools if such contact is in conjunction with a stated, implied, or intentional physical threat.

Staff member is defined as any regular or temporary, certified or classified employee of Gentry Public Schools.

Students and non-students may face criminal prosecution under Arkansas Annotated Code 6-17-106 which states: Any person who shall abuse or insult a public school teacher while that teacher is performing normal and regular or assigned school responsibilities shall be guilty of a misdemeanor and upon conviction be liable to a fine of not less than fifty dollars (\$50.00) nor more than one thousand dollars (\$1,000.00)

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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.

Gentry Public School District Board Policies
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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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Descriptor Term
TRANSFERS AND VACANCY

Descriptor Code
GBM

Issue Date
7-14-87

Revised
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:
DRUG AND ALCOHOL POLICY

Descriptor Code:
GBNC

Issue Date:
6-11-91,

Revised:
3-12-2001

In an effort to create a healthy environment for students and staff members, and in compliance with the provisions of Public Law 101-226, the Gentry Board of Education prohibits the possession, use, or distribution of illegal drugs and/or alcohol by its employees on School District property or as a part of any school activity, involving students.

All employees are prohibited from being under the influence of any illegal drug or alcohol on school premises or at any school activity.

The school district will attempt to assist any employee in need of alcohol or drug counseling or rehabilitation. Employees who have been found in violation of this policy or who think they may have a dependency on drugs or alcohol and who wish to seek treatment for this dependency must report their condition to the principal or superintendent and enroll in a qualified treatment program within two weeks of such report. The employee satisfying these conditions will be granted full use of the leave policies of the Gentry School District. The Gentry School District assumes no financial responsibility for such treatments.

School officials will cooperate fully with law enforcement personnel in the investigation of any drug or alcohol related incidents involving school employees. Such cooperation will include the random search of school property, including school-owned parking lots, by trained drug dogs of a law enforcement agency. The employee shall be afforded the right to due process, as afforded by law and/or the Arkansas Rules Of Criminal Procedure.

Violation of the standards of conduct outlined in this policy shall result in any of the following disciplinary actions:

1. Referral to Superintendent for incident violation.
2. Referral to, and completion of, an appropriate counseling/rehabilitation program.
3. Referral for prosecution if the incident involves the possession, sale or distribution of alcohol or drugs on school premises. (Employees involved in above disciplinary actions, one (1) and two (2), may be granted use of the district's leave policies.)
4. Referral to Superintendent for recommended suspension.
5. Dismissal from employment and non-renewal of contract if employee is found guilty by the court of possession, distribution or use of alcohol or drugs on school premises or if employee refuses to enter a rehabilitation program or for subsequent violations of this policy.

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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.

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Descriptor Term	Descriptor Code	Issue Date	Revised
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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The mission of the Gentry School District is to work with the community in providing safe and successful experiences for each student.



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.

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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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Descriptor Term
PROFESSIONAL LEAVE

Descriptor Code
GBRHB

Issue Date
6-21-88

Revised
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

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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.

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Descriptor Term
JURY DUTY

Descriptor Code
GBRIA

Issue Date

Revised
May 20, 2002

If an employee is selected for jury duty, he or she will be allowed to serve without loss of pay.

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Descriptor Term	Descriptor Code	Issue Date	Revised
SICK LEAVE	GBRIB	6-30-92	6-15-93, 3-13-00, 4-20-13 June 19, 2017

Sick leave shall be defined as leave granted because of personal illness or injury, or illness in the immediate family.

- A. Personal illness shall include any medical disability connected with or resulting from pregnancy. A full-time staff member who is pregnant may continue in active employment as late into her pregnancy as she desires, provided such employment does not impair her health as determined by a qualified medical doctor of her choice. All or any portion of a leave taken by a full-time staff member because of medical disability connected with or resulting from her pregnancy shall at the person's option, be charged to her available sick leave. (The full-time staff member shall notify the Principal as soon as possible of the time(s) she needs to be relieved of duty and also the time(s) she expects to return to duty.)
- B. A full-time staff member shall be granted a total of ten (10) days sick leave per year, or (11) days for an eleventh month contract, or twelve (12) days for a twelve (12) month contract for which there shall be no deduction from the certified person's salary. Sick days may accumulate to ninety (90) days. These days will be available to the employee at the beginning of the employee's contract year.
- C. Gentry District will accept a maximum of ninety (90) sick days transferred from another school district.
- D. Full-time staff members may accumulate ten (10) days a year, twelve (12) for a twelve (12) month contract, up to ninety (90) days or until retirement.
- E. Any full-time staff member who has completed a minimum of one (1) full contract year of in-district service and whose personal illness extends beyond accumulated sick leave may be granted an additional leave of absence of up to one school year without pay or increment. Upon return from such leave, a certified person will be assigned to the same or comparable position. No certified person shall be asked to take a leave of absence because of illness prior to full compensation for accumulated sick leave.
- F. Full-time staff members who are on sick leave shall retain all their benefits including cumulative sick leave benefits not used.
- G. Any full-time staff member who has received a leave of absence for recuperative purposes beyond stipulated sick leave and desires to return to work must be given clearance by a medical doctor qualified in the area of the certified person's specific illness.
- H. Any full-time staff member on sick leave for a prolonged period because of personal illness, injury or pregnancy-related disability may be required to furnish a statement by a qualified medical doctor attending to the teacher's disability.
- I. Immediate family shall include the full-time staff member's spouse, children, parents, and any other relative living in the same household.
- J. Emergency leave may be granted and deducted from sick leave for illness or death of a close relative not covered by regular sick leave. (Husband, wife, child, father, mother, brother, sister, grandfather, grandmother, mother-in-law, father-in-law, sister-in-law, or brother-in-law.)
- K. The Gentry Public School District will follow the guidelines of the Family and Medical Leave Act of 1993. An employee may elect to substitute any leave as described above for some or all of the twelve (12) week leave period as defined in this Act as provided by provisions of the Act.
- L. School district employees who are husband and wife may utilize the other's accumulated sick leave.

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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.

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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.

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Descriptor Term	Descriptor Code	Issue Date	Revised
ADMINISTRATORS SCREENING COMMITTEE POLICY	GBSB	6-11-91	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.

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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
Worker's Compensation

Descriptor Code
GCE

Issue Date
June 16, 2008

Revised

Arkansas Worker's Compensation Insurance covers all employees in the Gentry Public School District. The district will designate a care facility for worker's compensation injuries. All district employees going to this care facility for treatment of worker's compensation injuries will be subject to a drug and alcohol test.

All injuries on the job must be reported. The immediate supervisor of the injured employee must be notified immediately of any injury so that appropriate forms may be completed and filed. Even though no medical care or hospitalization may be required at the time of the injury, it is important that forms be completed and on file with the appropriate Central Office employees in the event that medical attention is needed at a later date.

By provisions of Arkansas Code Annotated 11-9-501, Arkansas Worker's Compensation's payments to the injured employee shall not be allowed for the first seven days of disability resulting from the injury, excluding the day of the injury. If a disability extends beyond that period, compensation shall commence with the ninth day of disability. If a disability extends for a period of two weeks, compensation shall be allowed beginning the first day of disability, excluding the day of injury.

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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:
RENEWAL OF CLASSIFIED
CONTRACTS

Descriptor Code:
GDBD

Issue Date:
May 14, 1994

Revised:
March 13, 2000
May 21, 2012
June 18, 2012

Staff members are appointed annually by the Board of Directors upon the recommendation of the Superintendent of Schools.

The names of all classified personnel shall be presented to the Board of Directors at its regular meeting in May of each year. Names shall be submitted under the following categories:

- A. Recommended for renewal
- B. Recommended for non-renewal

The appointment of all classified personnel is evidenced by the issuance by the board of written contracts.

All offers to renew annual contracts for classified employees shall expire if not accepted in writing and returned to the office of the superintendent thirty 30 days after issuance. Employees who have not signed and returned contracts to the office of the superintendent within thirty 30 days will be notified in writing that the contract offer is being withdrawn and that the employee is considered to have resigned. This notice shall be given in a like manner as notices of renewal/termination under the provisions of A.C.A. 6-17-1701 et seq., "The Public School Employee Fair Hearing Act".

Should an employee be on an extended leave, excluding summer break and having been approved by the school board for the individual employee prior to contracts being issued, the district shall mail the contract to the employee by certified mail.

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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:
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

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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

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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

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Descriptor Term	Descriptor Code	Issue Date	Last Revised
CLASSIFIED PERSONNEL POLICY COMMITTEE	GDBSA	May 16, 1994	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;	h. Extra duties;
b. Compensation;	i. Leave
c. Designation of workdays;	j. Grievances;
e. Holidays and non-instructional days;	k. Dismissal or nonrenewal;
f. The annual calendar;	l. Reduction in force
g. Methods of evaluations;	

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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.

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C. Other Instructional Aide (Title I, 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.
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.

Descriptor Term	Descriptor Code	Issue Date
CAFETERIA EMPLOYEES DUTIES	GDDA	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	Descriptor Code	Issue Date	Revised:
CENTRAL OFFICE EMPLOYEE DUTIES	GDDDB	April 27, 1995	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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Descriptor Term	Descriptor Code	Issue Date
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

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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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Descriptor Term
Child Nutrition Manager Duties

Descriptor Code
GDDH

Issue Date
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:
Director of Operations Job Description

Issue Date
7.10.20

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.

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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.
18. Perform all other duties pertaining to the daily operation and maintenance of the Gentry School District Facilities & Transportation Department as assigned by the superintendent.

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Descriptor Term	Descriptor Code	Issue	Date Revised
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.

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22. Ensures that all school vehicles are fueled.
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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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.

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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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CLASSIFIED PERSONNEL

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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.

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Classified Salary Schedule FY 21

POSITION	Hourly	Code	Step 0	Step 1	Step 2	Step 3
	@ Step		0	1	2	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
Custodians	\$11.00	5	21,555	22,202	22,868	23554
Maintenance Supervisor	\$12.50	6	24,500	25,235	25,992	26772
Bookkeeper III	\$11.42	7	22,383	23,054	23,746	24459
Fleet Manager	\$13.52	8	26,950	27,759	28,591	29449
Transportation & Facilities Director	\$16.07	9	31,490	32,435	33,408	34410
School Nurse-Lpn	\$14.20	10	21,017	21,648	22,297	22966
School Nurse- Rn	\$15.32	11	22,673	23,353	24,054	24776
School Secretaries	\$11.42	12	22,383	23,054	23,746	24459
Bus Driver- 2 Hours Daily	\$16.75	13	6,030	6,211	6,397	6589
Bus Driver- 2.5 Hours Daily	\$16.75	14	7,538	7,764	7,997	8236
Bus Driver- 3 Hours Daily	\$16.75	15	9,045	9,316	9,596	9884
Bus Driver- 3.5 Hours Daily	\$16.75	16	10,553	10,869	11,195	11531
Bus Driver- 4 Hours Daily	\$16.75	17	12,060	12,422	12,794	13178
Bus Driver- 4.5 Hours Daily	\$16.75	18	13,568	13,975	14,394	14826
Bus Driver- 5 Hours Daily	\$16.75	19	15,075	15,527	15,993	16473
Lunchroom Supervisor	\$11.76	20	19,756	20,349	20,959	21588
Lunchroom Worker -8 Hour	\$11.00	21	15,840	16,315	16,805	17309
Lunchroom Worker -7 Hour	\$11.00	22	13,860	14,276	14,704	15145
Lunchroom Worker -6 Hour	\$11.00	23	11,880	12,236	12,603	12982
Lunchroom Worker -5 Hour	\$11.00	24	9,900	10,197	10,503	10818
Transportation Helper	\$11.00	25	21,560	22,207	22,873	23559
Technology Technician	\$13.46	26	26,382	27,173	27,989	28828
Child Nutrition Manager	\$11.42	27	16,445	16,938	17,447	17970
Maintenance Helper	\$11.00	28	21,560	22,207	22,873	23559
Network Administrator	\$13.78	29	27,013	27,823	28,658	29517
Night Custodial Supervisor	\$12.50	30	24,500	25,235	25,992	26772
Registrar	\$11.42	31	22,383	23,054	23,746	24459
Substitute Bus Driver			16.02	16.50	16.99	17.50

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Classified Salary Schedule FY 21

POSITION	Hourly	Code	Step 4	Step 5	Step 6	Step 7
	@ Step					
	0	0	4	5	6	7
Teacher's Aide	\$11.00	1	18,323	18,873	19,439	20,022
Administrative Assistant/HR Coordinator	\$11.42	2	25,192	25,948	26,726	27,528
Bookkeeper II	\$11.55	3	25,479	26,244	27,031	27,842
Custodians	\$11.00	5	24,260	24,988	25,738	26,510
Maintenance Supervisor	\$12.50	6	27,575	28,402	29,254	30,132
Bookkeeper III	\$11.42	7	25,192	25,948	26,726	27,528
Fleet Manager	\$13.52	8	30,332	31,242	32,180	33,145
Transportation & Facilities Director	\$16.07	9	35,442	36,506	37,601	38,729
School Nurse-Lpn	\$14.20	10	23,655	24,365	25,096	25,849
School Nurse- Rn	\$15.32	11	25,519	26,285	27,073	27,885
School Secretaries	\$11.42	12	25,192	25,948	26,726	27,528
Bus Driver- 2 Hours Daily	\$16.75	13	6,787	6,990	7,200	7,416
Bus Driver- 2.5 Hours Daily	\$16.75	14	8,484	8,738	9,000	9,270
Bus Driver- 3 Hours Daily	\$16.75	15	10,180	10,486	10,800	11,124
Bus Driver- 3.5 Hours Daily	\$16.75	16	11,877	12,233	12,600	12,978
Bus Driver- 4 Hours Daily	\$16.75	17	13,574	13,981	14,400	14,832
Bus Driver- 4.5 Hours Daily	\$16.75	18	15,270	15,728	16,200	16,686
Bus Driver- 5 Hours Daily	\$16.75	19	16,967	17,476	18,000	18,540
Lunchroom Supervisor	\$11.76	20	22,236	22,903	23,590	24,297
Lunchroom Worker -8 Hour	\$11.00	21	17,828	18,363	18,914	19,481
Lunchroom Worker -7 Hour	\$11.00	22	15,600	16,068	16,550	17,046
Lunchroom Worker -6 Hour	\$11.00	23	13,371	13,772	14,185	14,611
Lunchroom Worker -5 Hour	\$11.00	24	11,143	11,477	11,821	12,176
Transportation Helper	\$11.00	25	24,266	24,994	25,744	26,516
Technology Technician	\$13.46	26	29,693	30,584	31,501	32,447
Child Nutrition Manager	\$11.42	27	18,509	19,064	19,636	20,225
Maintenance Helper	\$11.00	28	24,266	24,994	25,744	26,516
Network Administrator	\$13.78	29	30,403	31,315	32,254	33,222
Night Custodial Supervisor	\$12.50	30	27,575	28,402	29,254	30,132
Registrar	\$11.42	31	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 21

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
Custodians	\$11.00	5	27,305	28,124	28,968	29,837
Maintenance Supervisor	\$12.50	6	31,036	31,967	32,926	33,914
Bookkeeper III	\$11.42	7	28,354	29,205	30,081	30,983
Fleet Manager	\$13.52	8	34,139	35,164	36,219	37,305
Transportation & Facilities Director	\$16.07	9	39,891	41,087	42,320	43,590
School Nurse-Lpn	\$14.20	10	26,624	27,423	28,245	29,093
School Nurse- Rn	\$15.32	11	28,722	29,584	30,471	31,385
School Secretaries	\$11.42	12	28,354	29,205	30,081	30,983
Bus Driver- 2 Hours Daily	\$16.75	13	7,639	7,868	8,104	8,347
Bus Driver- 2.5 Hours Daily	\$16.75	14	9,548	9,835	10,130	10,434
Bus Driver- 3 Hours Daily	\$16.75	15	11,458	11,802	12,156	12,520
Bus Driver- 3.5 Hours Daily	\$16.75	16	13,368	13,769	14,182	14,607
Bus Driver- 4 Hours Daily	\$16.75	17	15,277	15,736	16,208	16,694
Bus Driver- 4.5 Hours Daily	\$16.75	18	17,187	17,703	18,234	18,781
Bus Driver- 5 Hours Daily	\$16.75	19	19,097	19,669	20,260	20,867
Lunchroom Supervisor	\$11.76	20	25,026	25,777	26,550	27,347
Lunchroom Worker -8 Hour	\$11.00	21	20,066	20,668	21,288	21,926
Lunchroom Worker -7 Hour	\$11.00	22	17,557	18,084	18,627	19,185
Lunchroom Worker -6 Hour	\$11.00	23	15,049	15,501	15,966	16,445
Lunchroom Worker -5 Hour	\$11.00	24	12,541	12,917	13,305	13,704
Transportation Helper	\$11.00	25	27,312	28,131	28,975	29,844
Technology Technician	\$13.46	26	33,420	34,423	35,455	36,519
Child Nutrition Manager	\$11.42	27	20,832	21,457	22,101	22,764
Maintenance Helper	\$11.00	28	27,312	28,131	28,975	29,844
Network Administrator	\$13.78	29	34,219	35,245	36,303	37,392
Night Custodial Supervisor	\$12.50	30	31,036	31,967	32,926	33,914
Registrar	\$11.42	31	28,354	29,205	30,081	30,983
Substitute Bus Driver			20.29	20.90	21.52	22.17

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Classified Salary Schedule FY 21

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
Custodians	\$11.00	5	30,732	31,654	32,604	33,582
Maintenance Supervisor	\$12.50	6	34,931	35,979	37,058	38,170
Bookkeeper III	\$11.42	7	31,913	32,870	33,856	34,872
Fleet Manager	\$13.52	8	38,424	39,577	40,764	41,987
Transportation & Facilities Director	\$16.07	9	44,897	46,244	47,631	49,060
School Nurse-Lpn	\$14.20	10	29,966	30,865	31,790	32,744
School Nurse- Rn	\$15.32	11	32,327	33,297	34,295	35,324
School Secretaries	\$11.42	12	31,913	32,870	33,856	34,872
Bus Driver- 2 Hours Daily	\$16.75	13	8,597	8,855	9,121	9,395
Bus Driver- 2.5 Hours Daily	\$16.75	14	10,747	11,069	11,401	11,743
Bus Driver- 3 Hours Daily	\$16.75	15	12,896	13,283	13,681	14,092
Bus Driver- 3.5 Hours Daily	\$16.75	16	15,045	15,497	15,962	16,440
Bus Driver- 4 Hours Daily	\$16.75	17	17,195	17,711	18,242	18,789
Bus Driver- 4.5 Hours Daily	\$16.75	18	19,344	19,924	20,522	21,138
Bus Driver- 5 Hours Daily	\$16.75	19	21,493	22,138	22,802	23,486
Lunchroom Supervisor	\$11.76	20	28,167	29,012	29,883	30,779
Lunchroom Worker -8 Hour	\$11.00	21	22,584	23,262	23,959	24,678
Lunchroom Worker -7 Hour	\$11.00	22	19,761	20,354	20,964	21,593
Lunchroom Worker -6 Hour	\$11.00	23	16,938	17,446	17,970	18,509
Lunchroom Worker -5 Hour	\$11.00	24	14,115	14,538	14,975	15,424
Transportation Helper	\$11.00	25	30,739	31,662	32,611	33,590
Technology Technician	\$13.46	26	37,614	38,743	39,905	41,102
Child Nutrition Manager	\$11.42	27	23,447	24,150	24,875	25,621
Maintenance Helper	\$11.00	28	30,739	31,662	32,611	33,590
Network Administrator	\$13.78	29	38,513	39,669	40,859	42,085
Night Custodial Supervisor	\$12.50	30	34,931	35,979	37,058	38,170
Registrar	\$11.42	31	31,913	32,870	33,856	34,872
Substitute Bus Driver			22.84	23.52	24.23	24.95

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Classified Salary Schedule FY 21

POSITION	Hourly	Code	Step 16	Step 17	Step 18	Step 19
	@ Step					
	0	0	16	17	18	19
Teacher's Aide	\$11.00	1	26,125	26,908	27,716	28,547
Administrative Assistant/HR Coordinator	\$11.42	2	35,918	36,996	38,106	39,249
Bookkeeper II	\$11.55	3	36,327	37,417	38,540	39,696
Custodians	\$11.00	5	34,589	35,627	36,696	37,797
Maintenance Supervisor	\$12.50	6	39,315	40,495	41,710	42,961
Bookkeeper III	\$11.42	7	35,918	36,996	38,106	39,249
Fleet Manager	\$13.52	8	43,247	44,544	45,881	47,257
Transportation & Facilities Director	\$16.07	9	50,532	52,048	53,610	55,218
School Nurse-Lpn	\$14.20	10	33,726	34,738	35,780	36,854
School Nurse- Rn	\$15.32	11	36,384	37,476	38,600	39,758
School Secretaries	\$11.42	12	35,918	36,996	38,106	39,249
Bus Driver- 2 Hours Daily	\$16.75	13	9,676	9,967	10,266	10,574
Bus Driver- 2.5 Hours Daily	\$16.75	14	12,095	12,458	12,832	13,217
Bus Driver- 3 Hours Daily	\$16.75	15	14,515	14,950	15,399	15,860
Bus Driver- 3.5 Hours Daily	\$16.75	16	16,934	17,442	17,965	18,504
Bus Driver- 4 Hours Daily	\$16.75	17	19,353	19,933	20,531	21,147
Bus Driver- 4.5 Hours Daily	\$16.75	18	21,772	22,425	23,098	23,791
Bus Driver- 5 Hours Daily	\$16.75	19	24,191	24,917	25,664	26,434
Lunchroom Supervisor	\$11.76	20	31,703	32,654	33,633	34,642
Lunchroom Worker -8 Hour	\$11.00	21	25,419	26,181	26,967	27,776
Lunchroom Worker -7 Hour	\$11.00	22	22,241	22,908	23,596	24,304
Lunchroom Worker -6 Hour	\$11.00	23	19,064	19,636	20,225	20,832
Lunchroom Worker -5 Hour	\$11.00	24	15,887	16,363	16,854	17,360
Transportation Helper	\$11.00	25	34,597	35,635	36,704	37,806
Technology Technician	\$13.46	26	42,335	43,605	44,914	46,261
Child Nutrition Manager	\$11.42	27	26,389	27,181	27,997	28,836
Maintenance Helper	\$11.00	28	34,597	35,635	36,704	37,806
Network Administrator	\$13.78	29	43,347	44,648	45,987	47,367
Night Custodial Supervisor	\$12.50	30	39,315	40,495	41,710	42,961
Registrar	\$11.42	31	35,918	36,996	38,106	39,249
Substitute Bus Driver			25.70	26.47	27.27	28.09

Gentry Public School District Board Policies
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Classified Salary Schedule FY 21

	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 21

<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

APSCN Stipend	per year	\$1,000
Campus Substitute Scheduler	per year	\$1,500
School Board Recording Secretary	per year	\$1,500
Clerk Stipend for Athletic Director Duties	per year	\$1,500
Bus Shuttles/Activity Trip Rate Per Hour	per hour	\$14
Arkansas School Certified Stipend	per year	\$1,500
School Nurse Supervisor Stipend	per year	\$1,500
Associate Degree in Related Field to Work	per year	\$1,000
Bachelor's Degree in Related Field to Work	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

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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

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8.3—Removed

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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:

- 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.

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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
 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: 6/13/2019

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8.5 Removed

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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

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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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8.6—Removed Policy

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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:

1. Athletic or academic events related to a public school district; and
2. 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

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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. 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

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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

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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

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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:

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- 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.
- 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.

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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 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.

1. The average regular rate received by the employee during the last 3 years of employment. Or
2. 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

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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

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

Date Adopted: 6/13/2019

Last Revised:

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

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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;

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- 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

Date Adopted: 6/13/2019
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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

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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

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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

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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:

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 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.

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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

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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

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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: 6/13/2019

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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):

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 grievance procedures for complaints 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 redress that is available to the victim of sexual harassment; and the potential discipline for perpetrating sexual harassment.

“Sexual harassment” means conduct that is:

1. Of a sexual nature, including, but not limited to:
 - a. Sexual advances;
 - b. Requests for sexual favors;
 - c. Sexual violence; or
 - d. Other personally offensive verbal, visual, or physical conduct of a sexual nature;
2. Unwelcome; and
3. Denies or limits a student's or employee's ability to participate in or benefit from any of the District's educational programs or activities or employment environment through any or all of the following methods:
 - a. Submission to the conduct is made, either explicitly or implicitly, a term or condition of an individual's education or employment;
 - b. Submission to, or rejection of, such conduct by an individual is used as the basis for academic or employment decisions affecting that individual; and/or
 - c. Such conduct has the purpose or effect of substantially interfering with an individual's academic or work performance or creates an intimidating, hostile, or offensive academic environment.

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



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

Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behaviors or when a single, serious act is committed. What is, or is not, sexual harassment will depend upon all of the surrounding circumstances 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 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 file a complaint by contacting their immediate supervisor, an administrator, or the Title IX coordinator who will provide assistance on the complaint process. Under no circumstances shall an employee be required to first report allegations of sexual harassment to a school contact person if that person is the individual who is accused of the harassment.

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 to the extent necessary to complete a thorough investigation; the extent necessary to submit a report to the child maltreatment hotline; the Professional Licensure Standards Board for complaints alleging sexual harassment by an employee towards a student; or the extent necessary to provide the individual accused in the complaint due process during the investigation and disciplinary processes. Individuals who file a complaint have the right to request that the individual accused of sexual harassment not be informed of the name of the accuser; however, individuals should be aware that making such a request may substantially limit the District's ability to investigate the complaint and may make it impossible for the District to discipline the accused.

Employees who file a complaint of sexual harassment shall not be subjected to retaliation or reprisal in any form, including threats, intimidation, coercion, or discrimination. The District shall take steps to

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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.

Following the completion of an investigation of a complaint, the District will inform the employee who filed the complaint:

- The final determination of the investigation;
- Remedies the District will make available to the employee; and
- The sanctions, if any, imposed on the alleged harasser relevant to the employee.

Following the completion of an investigation of a complaint, the District will inform the alleged perpetrator, or the parents/legal guardian/other responsible adult of the alleged perpetrator if the alleged perpetrator is under the age of eighteen (18):

- The final determination of the investigation; and
 - The sanctions, if any, the District intends to impose on the alleged perpetrator.

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 an investigation, 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.

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

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

Legal References: Title IX of the Education Amendments of 1972, 20 USC 1681, et seq.
34 CFR part 106
A.C.A. § 6-15-1005 (b) (1)

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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.

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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;

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- 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: 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:

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

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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)

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6. 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.

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.

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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.

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

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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.

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.

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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

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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.

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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 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

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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.

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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:

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

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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.

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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

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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 _____ 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.

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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.

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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:

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- 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,

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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
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

Last Revised:

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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
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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.

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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

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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: 6/13/2019
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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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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:

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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. ~~There is no right or implied right for any employee to "bump" or displace any other employee. This specifically does not allow a licensed employee who might wish to assume a classified position to displace a classified employee.~~

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

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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

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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:

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8.32—CLASSIFIED PERSONNEL ASSIGNMENTS

The superintendent shall be responsible for assigning and reassigning classified personnel.

Date Adopted: 6/13/2019

Last Revised:

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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	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					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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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

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:

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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.

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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

Last Revised:

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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 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.

A Workers’ Compensation 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 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.

Employees who are absent from work in the school district due to a Workers’ Compensation claim may not work at a non-district job until they have returned to full duties at their same or equivalent district job;

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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 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 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)

Date Adopted: 6/13/2019

Last Revised: 6.22.21

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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 to promote communications with students, parents,

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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.

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;

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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, or state, federal or local laws or 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 Reference: A.C.A. § 11-2-124

Date Adopted: 6/13/2019

Last Revised: 6.22.21

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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.

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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.

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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

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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:

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

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7 C.F.R. § 3016.36

7 C.F.R. § 3019.42

Date Adopted: 6/13/2019

Last Revised:

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.

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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

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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.

Cross Reference: 8.11—OVERTIME, COMPTIME, and COMPLYING WITH FLSA

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