

Gentry Public School District



Certified Personnel Policy 2023-2024

\sDavid Williamson, President of the Board

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



TABLE OF CONTENTS

SECTION 3—LICENSED PERSONNEL

3.0 Licensed Personnel Policy Committee	1
3.1—LICENSED PERSONNEL SALARY SCHEDULE	1
3.2—LICENSED PERSONNEL EVALUATIONS	8
3.3—REMOVED	11
3.4—LICENSED PERSONNEL REDUCTION IN FORCE	12
3.5—LICENSED PERSONNEL CONTRACT RETURN	14
3.6—LICENSED PERSONNEL EMPLOYEE TRAINING	15
3.7—LICENSED PERSONNEL BUS DRIVER DRUG TESTING	21
3.8—REMOVED	
3.8—LICENSED PERSONNEL SICK LEAVE	25
3.9—LICENSED PERSONNEL SICK LEAVE BANK	28
3.10—LICENSED PERSONNEL PLANNING TIME	30
3.11—LICENSED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE	31
3.12—LICENSED PERSONNEL RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS	33
3.13—LICENSED PERSONNEL PUBLIC OFFICE	34
3.14—LICENSED PERSONNEL JURY DUTY	35
3.15—LICENSED PERSONNEL LEAVE — INJURY FROM ASSAULT	36
3.16—LICENSED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES	37
3.17—POLICY DELETED	38

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT	39
3.19—LICENSED PERSONNEL EMPLOYMENT	40
3.20—LICENSED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES	42
3.21—LICENSED PERSONNEL TOBACCO USE	43
3.22—DRESS OF LICENSED EMPLOYEES	44
3.23—LICENSED PERSONNEL POLITICAL ACTIVITY	45
3.24—LICENSED PERSONNEL DEBTS	46
3.25—LICENSED PERSONNEL GRIEVANCES	Error! Bookmark not defined.
3.25F—LICENSED PERSONNEL LEVEL TWO GRIEVANCE FORM	50
3.26—LICENSED PERSONNEL SEXUAL HARASSMENT	51
3.27—LICENSED PERSONNEL SUPERVISION OF STUDENTS	54
3.28—LICENSED PERSONNEL COMPUTER USE POLICY	55
3.28F—LICENSED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT	56
3.29—LICENSED PERSONNEL SCHOOL CALENDAR	58
3.30—PARENT-TEACHER COMMUNICATION	60
3.31—DRUG FREE WORKPLACE - LICENSED PERSONNEL	61
3.31F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT	64
3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE	65
3.33—ASSIGNMENT OF EXTRA DUTIES FOR LICENSED PERSONNEL	83
3.34—LICENSED PERSONNEL CELL PHONE USE	84
3.35—LICENSED PERSONNEL BENEFITS	85
3.36—LICENSED PERSONNEL DISMISSAL AND NON-RENEWAL	86

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



3.37—ASSIGNMENT OF TEACHER AIDES	87
3.38—LICENSED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING	Error! Bookmark not defined.
3.39—LICENSED PERSONNEL RECORDS AND REPORTS	91
3.40—LICENSED PERSONNEL DUTY TO REPORT CHILD ABUSE, MALTREATMENT OR NEGLECT	92
3.41—LICENSED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING	93
3.42—OBTAINING and RELEASING STUDENT’S FREE AND REDUCED PRICE MEAL ELIGIBILITY INFORMATION	94
3.43—DUTY OF LICENSED EMPLOYEES TO MAINTAIN LICENSE IN GOOD STANDING	96
3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS’ COMPENSATION	97
3.45—LICENSED PERSONNEL SOCIAL NETWORKING AND ETHICS	99
3.46—LICENSED PERSONNEL VACATIONS	102
3.47—Depositing collected funds	Error! Bookmark not defined.
3.48—LICENSED PERSONNEL WEAPONS ON CAMPUS	104
3.49—TEACHERS' REMOVAL OF STUDENT FROM CLASSROOM	105
3.50—ADMINISTRATOR EVALUATOR CERTIFICATION	107
3.51—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES	108
3.52—WRITTEN CODE OF CONDUCT FOR EMPLOYEES INVOLVED IN PROCUREMENT WITH FEDERAL FUNDS	109
3.53—LICENSED PERSONNEL BUS DRIVER END of ROUTE REVIEW	111



[3.54—TEACHING DURING PLANNING PERIOD AND/OR OF MORE THAN THE MAXIMUM
NUMBER OF STUDENTS PER DAY](#) _____112

[3.54F—TEACHING INSTEAD OF PREPARATORY PERIOD AND/OR EXTRA DAILY STUDENTS
CONTRACT ADDENDUM](#) _____113

[3.55—LICENSED PERSONNEL USE OF PERSONAL PROTECTIVE EQUIPMENT](#) _____114

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



LICENSED PERSONNEL

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



3.0—LICENSED PERSONNEL POLICY COMMITTEE

Membership

The membership of the licensed personnel policy committee (PPC) shall be:

1. At the least Five (5)¹ members who are classroom teachers as follows: 2 from the Primary School, 2 from the Intermediate School, 2 from the Middle School, 2 from the High School.
2. Up to three (3) administrators appointed by the superintendent, which may include the superintendent.

Election of Teacher Members

The five (5)¹ teacher members of the PPC shall be elected as follows:³

Descriptor Term	Descriptor Code	Issue Date	Revised
PERSONNEL POLICY COMMITTEE	GBSA	6-11-91	6-18-95,6.15.98
ELECTION GUIDELINES			1.19.09, 5.15.23

By October 15 of each school year, teacher representatives will be chosen for the Personnel Policy Committee. The following guidelines will be followed:

1. The previous year's committee chairperson will notify the previous year's building representatives that the selection process should begin.
2. Each level/building representative from the previous year will via email take nomination for 2 representatives. The representative from the previous year will email the people who were nominated to see if the person accepts the nomination. These emails will be sent individually not in a group email. If both of the previous representatives are no longer with the district the chairperson will oversee the election for that particular building.
3. Once the nominations are established a ballot will be created at each building.
4. The election shall be conducted with the use of a secret ballot. A teacher that is assigned to more than one building may only vote in one building's election. The Chairperson from the previous year and the building representatives will open and count the votes together. The candidate that receives the highest number of votes shall be declared the winner.
3. The previous committee chairperson will announce the results with a district-wide email and separately notify the superintendent of the new committee members.
4. The chairperson will call a meeting of the newly selected committee within ten (10) working days.

The election for the teacher members of the PPC shall be conducted by the PPC by October 15 of each year. The election shall be conducted with the use of a secret ballot. A teacher may cast a ballot to vote for the candidate(s)³ the teacher is eligible to vote for. The candidate who receives the highest number of votes shall be declared the winner.⁴

If an election to fill positions on the PPC is not conducted by October 15, the Board of Directors may appoint an individual to fill the position that was up for election.



Length of Term

The length of term for teacher members of the PPC shall be 2 years. Terms of teacher members shall be staggered so that, to the extent possible, an equal number of teacher members are elected each year. If an election is held due to a vacancy on the PPC, the individual elected to fill the vacancy shall be elected to the remainder of the unexpired term.

Selection of Officers

The PPC shall organize itself in the first quarter of each school year and elect a chair and a secretary.

Meetings

The PPC shall develop a calendar of regularly scheduled meetings throughout the year to review the District's personnel policies in order to:

- I. Determine whether additional policies or amendments to existing policies are needed;
- II. Review any policies or changes to policies proposed by the board of directors;
- III. Propose additional policies or amendments to the board of directors; and
- IV. Review any proposed distribution of a salary underpayment from previous years.

The PPC shall hold special meetings through the year as necessary to review personnel policy proposals from the Board.

A majority of the members of the PPC shall constitute a quorum for conducting business. The adoption of any motion shall require an affirmative vote by a majority of the members of the PPC.⁶

The personnel policy review process shall be in accordance with Policy 1.9.

Members of the PPC are not entitled to and shall not receive additional pay for their service on the PPC or for attendance at PPC meetings.

Recording of Meetings

All PPC meetings shall be audio recorded. The recording may be paused in order to protect confidential employee or student information. The PPC chair shall announce for the recording the reason the PPC is pausing the recording prior to pausing the recording.

Information Posted to District Website

The following information shall be posted to the District website:

- Positions that are up for election to the PPC;
- Names of candidates running for each position;
- Information regarding the conduction of the election;
- Results of the election; and
- Minutes of each PPC meeting.



Notes: ¹ The minimum number of teachers that must be on the PPC is five (5). The number can be increased in order to provide for better representation based on what your district needs. An example would be to have one individual selected to represent each building or for each grade span (K-4, 5-8, 9-12) be provided a specific number of representatives. Make sure that the number you select matches with the election process discussed in footnote #3.

³ Insert your election process here. Make sure that the election process takes into account who the teacher members of the PPC are intended to represent, such as buildings and grade levels from footnote #1.

⁴ Due to the law not requiring that an individual be elected by a majority, we have opted to make a person's election be successful by receiving the highest number of votes regardless of the number of candidates that ran for a given position. Not requiring a majority to be reached for a person to be elected prevents the need for a run-off election. If you would rather require that the individual receive a majority of the votes, you may do so.

⁶ A.C.A. § 6-17-204(b)(2) requires that any changes made to a personnel policy that are intended to become effective during the current contract year must be approved by a majority of the PPC. For procedural ease, we have opted to make this the default for the passage of any motion, but you may change the vote threshold for all other motions.

Cross Reference: 1.9—POLICY FORMULATION

Legal Reference: A.C.A. § 6-17-201 et seq.

Date Adopted: 8.21.23

Last Revised:



3.1—LICENSED PERSONNEL SALARY SCHEDULE

Descriptor Term: Descriptor Code Issue Date: Last Revised:
 CERTIFIED/CLASSIFIED SALARY SCHEDULE GBAAA July 1, 1997 6.20.2016, 3-13-2017, 4-17-2017,
 3.17.2020, 4.24.2023

<u>0-10 Years of Experience</u>	<u>11-20 Years of Experience</u>	<u>21-30 Years of Experience</u>
0-\$50,000	11-\$53,000	21-\$56,000
1-\$50,000	12-\$53,000	22-\$56,000
2-\$50,000	13-\$53,000	23-\$56,000
3-\$50,000	14-\$53,000	24-\$56,000
4-\$50,000	15-\$53,000	25-\$56,000
5-\$50,000	15-\$53,000	26-\$56,000
6-\$50,000	16-\$53,000	27-\$56,000
7-\$50,000	17-\$53,000	28-\$56,000
8-\$50,000	18-\$53,000	29-\$56,000
9-\$50,000	19-\$53,000	30-\$56,000
10-\$50,000	20-\$53,000	

Education:

BA +15--\$1,200
 MA -\$4,800
 MA+15--\$5,400
 MA+30--\$6,000

Longevity:

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

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

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

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

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

Gentry Public School District Board Policies
 Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



The HR Coordinator will evaluate each new certified employee's educational credentials and previous work experience to determine the proper placement on the salary schedule. After determining the correct placement, the HR Coordinator will make such recommendation to the superintendent. If the superintendent agrees, s/he will make this recommendation to the school board as part of his/her recommendation for initial hire of the employee.

FIVE PERCENT RAISE REVIEW

The Gentry Public School District board of directors shall review and approve by a written resolution an increase in salary of five percent (5%) or more for a school district employee. The resolution shall include the reasons for the salary increase, which may include without limitation: A bonus that is not added to the employee's salary; (ii) An incentive bonus provided: (a) For National Board for Professional Teaching Standards certification under § 6-17-413; (b) To a certified speech-language pathologist (c) For teacher recruitment or retention in high-priority school districts under § 6-17-811; (d) To a master principal under § 6-17-1603; (e) Under another specific provision of law; (iii) An increase in salary received as a result of the school district employee moving into a new position with substantially different job functions.

SALARIES DETERMINED BY BOARD ACTION

SUPERINTENDENT	117,915	PER 12 MONTH CONTRACT	[245 Days]
SPEECH THERAPIST	65,383	PER 10 MONTH CONTRACT	[205 Days]
DEAN OF STUDENTS	73,548	PER 12 MONTH CONTRACT	[245 Days]
ATHLETIC TRAINER	45,500	PER 12 MONTH CONTRACT	[245 Days]
DISTRICT TREASURER	65,500	PER 12 MONTH CONTRACT	[245 Days]
DIRECTOR OF OPERATIONS	65,000	PER 12 MONTH CONTRACT	[245 Days]
School Psychological Specialist	65,000	190 Day Contract	

Other Salaries Determined by Board Action

Position	Days	Base
Assistant Superintendent	245	\$95,000
Federal Coordinator/Curriculum	245	\$85,000
Principal	245	\$85,000
Assistant Principal	245	\$75,000
LEA/Consortium Supervisor	245	\$85,000

Experience in EDAD

Experience Step: \$500 per year

Degree			
M.Ed	Degree Step 1	1	\$4,800
M.Ed. +15	Degree Step 2	2	\$5,400
M. Ed. +30	Degree Step 3	3	\$6,000
Ed. S.	Degree Step 4	4	\$7,000
Ed. D.	Degree Step 5	5	\$8,000



CERTIFIED EMPLOYEES EXTENDED CONTRACT PROVISION

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

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

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

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

CERTIFIED EMPLOYEES FRACTIONAL F.T.E. PROVISION

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

BENEFITS/SALARY SUPPLEMENTS

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

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

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

**Gentry Public School District Board Policies
Effective As Of July 1, 2023**



Ensuring all students connect, learn, and succeed.



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

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

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

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

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

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

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



Asst. Sr. Basketball	\$2,500 And 10 Day Extended Contract
Asst. Jr. Basketball	\$2,000 And 10 Day Extended Contract
Head Sr. High Boy's Track	\$1,000
Head Jr. High Boy's Track	\$1,000
Sr. High Girls Track	\$1,000
Jr. High Girls Track	\$1,000
7-9 Girls Assistant Track	\$500
7-9 Boy's Assistant Track	\$500
10-12 Girls Assistant Track	\$500
10-12 Boy's Assistant Track	\$500
7th Grade Football	\$1000
Asst. 7 th Football	\$500
7th Grade Boys' Basketball	\$1000
7th Grade Girls Basketball	\$1000
7th Grade Boy's Track	\$500
7th Grade Girls Track	\$500
Sr. High Cheerleader	\$2500
Jr. High Cheerleader	\$1500
Sr Band Director	\$3,500 And 20 Day Extended Contract
Jr. Band Director	\$3000
Choir Director	\$1500
Jr. Choir Director	\$1000
Head Baseball	\$2,000
Asst. Baseball	\$1,000
Girls Softball	\$2,000
Assistant Softball	\$1000
Boys Golf 9-12	\$1,000
Girls Golf 9-12	\$1,000
Sr. Volleyball	\$2,000 And 10 Day Extended Contract
Jr. Volleyball	\$1500
7 th Grade Volleyball	\$1,000
Girls Bowling	\$1,000
Boys Bowling	\$1,000
Girls Soccer	\$2000
Assistant Girls Soccer	\$1000
Boys Soccer	\$2000
Assistant Boys Soccer	\$1000
Weightlifting	\$1,000
Wrestling 9-12	\$2,000
Boys Cross Country	\$1,000
Girls Cross Country	\$1,000
Esports	\$1,000 per semester (2 seasons per year) \$2,000
Direct Reach Teacher I	\$3,000
Direct Reach Teacher II	\$5,500
Master Direct Reach Teacher	\$8,000
Multi-Classroom Leader I	\$10,500

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



Multi-Classroom Leader II	\$13,000
Multi-Classroom Leader III	\$15,500
District Level Multi-Classroom Leader	\$15,500
Expelled with Services Teacher Contact	\$250
ESOL Coordinator	\$2500
District Coordinator Parent and Family Engagement (FACE)	\$2000
Alternative Learning Environment (ALE)	\$10,000
Lead Professional Teacher	\$1,000
Master Professional Teacher	\$1,000
High Reliability Teacher Level 1	\$1,000
High Reliability Teacher Level 2	\$1,000
High Reliability Teacher Level 3	\$1,000
504 Building Designee	\$1,500
Learns Act Stipend to meet \$2,000 Minimum Raise-	Amount Varies

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

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

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

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

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

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

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

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



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

For the purposes of the salary schedule, a teacher will have worked a “year” if he/she works at least 160 days.²

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

Teachers who have earned additional, relevant degrees or sufficient college hours to warrant a salary change are responsible for reporting and supplying a transcript to Human Resources. All salary changes will be on a “go forward” basis, and no back pay will be awarded.

Arkansas Professional Educator Preparation (ArPEP) Program

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

Licensed employee, seeking additional area or areas of licensure

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

Notes: A.C.A. § 6-11-129 requires employee contract information to be available on the district’s website and also identifies the contract items that must be redacted.



¹ Your district's salary schedule should be inserted in place of this paragraph. The remainder of the policy should remain in the policy. It's important to note that any changes to the salary schedule must go through the PPC and the Board adopt the policy with the actual salary schedule included in the adopted policy. The following definition can be used to ensure you have included the data they will be looking for when you are reviewed:

Licensed Salary Schedule is a set of matrices that are updated and published each school year that contains the minimum salary licensed employees earn based on number of years of experience, education degrees, computations for extended contracts, and salary supplements for additional duties or responsibilities. The salary schedule is required to reflect the actual pay practices of the district.

When establishing your salary schedule, A.C.A. § 6-17-2403 does not require that the salary schedule be based on years of experience or education. We have left those in our model for districts that want to continue to use those metrics. While years of experience and education are not required, A.C.A. § 6-17-2403 places the following requirements on the salary schedule in order for districts to receive teacher salary funds:

- There must be a base salary of fifty thousand dollars (\$50,000); and
- All teachers must receive a salary that is at least two thousand dollars (\$2,000) more than the teacher received on September 1, 2022.

In addition to the salary schedule requirements, districts must:

- a. Revise each teacher contract to require that each teacher in the public school district is employed at least one hundred ninety (190) school days each year;
- b. be open for on-site, in-person instruction for at least One hundred seventy-eight (178) days or one thousand sixty-eight (1,068) hours per school year;
- c. Not adopt a personnel policy or incorporate terms into a personnel contract that provide more rights to personnel than those provided under state law in effect during the term of the personnel contract, which does not include denial of other rights provided by law or the requirement for there to be an opportunity before the board before an individual may be terminated.
- d. Not have a waiver of teacher salary requirements;
- e. Except if a waiver is provided by the State Board, utilize an amount of state funds equal to eighty percent (80%) or more of the amount allocated for school-level personnel salaries, according to the adequacy funding matrix recommended by the Senate Committee on Education and the House Committee on Education for the previous school year, for teacher salaries and teacher raises. The State Board may grant a waiver if meeting the eighty percent (80%) requirement would impact student safety or potentially cause a school district to go into fiscal distress;
- f. Certify with the Division of Elementary and Secondary Education the number of certified teachers and the certified teachers' current contract salaries for each school year.
- g. Report the total amount of state funds used for teacher salaries to DESE; and
- h. Publish the total amount of state funds used for teacher salaries on the district's website.



² Select the number of days your district chooses to use to qualify teachers to be eligible for a step increase. One hundred sixty (160) days is merely a suggestion, but it aligns with the Teacher Retirement's requirement to earn credit toward retirement benefits.

Cross Reference: Policy 1.9—POLICY FORMULATION

Legal References: A.C.A. § 6-17-201, 202, 2403
A.C.A. § 6-20-2305(f)(4)
DESE Rules Governing Documents Posted to School District and
Education Service Cooperative Websites

Date Adopted:

Last Revised:

Date Adopted: 4/15/2019

Last Revised: 7/1/2021, 5.15.2023

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



3.2—LICENSED PERSONNEL EVALUATIONS

Definitions

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

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

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

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

Teachers

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

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

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

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

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

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



- b. Indirect observation;
 - c. Artifacts; and
 - d. Data; and
4. Presentations of evidence chosen by the teacher, the evaluator, or both.
- The Summative evaluation shall provide an opportunity for the evaluator and the teacher to discuss the review of the evidence used in the evaluation and provide feedback that the teacher can use to improve his/her teaching skills and student learning.

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

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

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

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

Building Level or District Level Evaluations

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

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

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

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



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

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

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

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

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

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

Cross Reference: 8.2—CLASSIFIED PERSONNEL EVALUATIONS

Legal References: A.C.A. § 6-17-2801 et seq.
A.C.A. § 11-3-204
ADE Rules Governing Educator Support and Development

Date Adopted: 4/15/2019
Last Revised:



3.4—LICENSED PERSONNEL REDUCTION IN FORCE

SECTION ONE

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

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

If a RIF becomes necessary in a licensure area or specific grade level(s), the RIF shall be conducted for each licensure area and/or specific grade level on the basis of each employee's points as determined by the schedule contained in this policy. The teacher with the fewest points will not be recommended for renewal or will be terminated first. There is no right or implied right for any teacher to "bump" or displace any other teacher except when permitted by policy 8.301 . It is each teacher's individual responsibility to ensure their point totals are current in District files.

Points2

- **Most recent summative evaluation rating (If the employee has not received a summative evaluation at the District, the district where the employee was employed prior to the**

District

shall be contacted for the employee's most recent summative evaluation:

4 points—Received a "highly effective" rating

3 points – Received a "effective" rating

- **Holds a license along the teacher career continuum:**

2 point – Lead Professional Educator license

3 points – Master Professional Educator License

- **Graduate degree in any area of licensure in which the teacher will be ranked (only the highest**

level of points apply)

1 point—Master's degree

2 points—Master's degree plus thirty additional hours

3 points—Educational specialist degree

4 points—Doctoral degree



- **National Board of Professional Teaching Standards certification—3 points**
- **Additional academic content areas of endorsement as identified by the State Board—1 point per area**
- **Licensure for teaching in a State Board identified shortage area—2 points**
- **Multiple areas and/or grade levels of licensure as identified by the State Board —1 point per additional area or grade level as applicable. For example, a P-4 license or a 5-8 social studies license is each worth one point.**

When the District is conducting a RIF, all potentially affected teachers shall receive a listing of licensed personnel with corresponding point totals. Upon receipt of the list, each teacher has ten (10) working days within which to appeal their assignment of points to the superintendent whose decision shall be final. Except for changes made pursuant to the appeals process, no changes will be made to the list that would affect a teacher’s point total after the list is released.

A teacher with full licensure in a position shall prevail over a teacher with greater points but who is lacking full licensure in that subject area. “Full licensure” means an initial, or standard, non-contingent license to teach in a subject area or grade level, in contrast with a license that is provisional; temporary; conditional on the fulfillment of additional course work or passing exams or any other requirement of the Division of Elementary and Secondary Education, other than the attainment of annual professional development training; or teaching under a waiver from licensure¹

In the event of a tie between two (2) or more employees, the employee(s) shall be retained based on the following:

1. An employee with a summative rating of “highly effective” shall be retained over an employee with a summative rating of only “effective”.
2. If both employees have the same summative rating, the employee whose name appears first in the Board minutes to be hired shall be retained.

Pursuant to any RIF brought about by consolidation or annexation and as a part of it, the salaries of all teachers will be brought into compliance, by a partial RIF if necessary, with the receiving district’s salary schedule. Further adjustments will be made if length of contract or job assignments change.⁴³ A Partial RIF may also be conducted in conjunction with any job reassignment whether or not it is conducted in relation to an annexation or consolidation.

There shall be no right of recall for any teacher.

SECTION TWO

Option B

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 RIF 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, e-mail, or have hand-delivered the notification to such employee of the superintendent's intention to recommend the employee not be renewed or be terminated pursuant to a RIF 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 RIF policy. Any employees who were not renewed or were terminated pursuant to Section Two are not subject to recall notwithstanding any language in any other section of this policy. Any such employees shall be paid at the rate for each person on the appropriate level on the salary schedule of the annexed or consolidated district during those ninety (90) days and/or through the completion of the RIF process.

This subsection of the RIF 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 a notification of the superintendent's intention to recommend dismissal through RIF, but merely that the superintendent has that period of time in which to issue a 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 RIF policy.

Notes: In addition to this policy, districts are required to adopt a written plan for conducting a RIF that includes Staff positions that are to be eliminated and the performance and effectiveness metrics that will be used to determine retention of each position. Districts are required to submit a copy of the reduction in force plan to the Division of Elementary and Secondary Education each time it is updated.

¹Individuals teaching under a waiver from licensure are actually classified employees. The language here is intended to clarify that an individual licensed in the area/grade(s) in question who would have otherwise been not renewed or/ terminated shall be retained over a classified employee teaching under a waiver even if it would result in "bumping" the classified employee. If you do not have a waiver authorizing individuals to teach without a license, you may choose to not include the language regarding the exception for policy 8.30 and on those individuals teaching under a waiver from licensure.

²The list may be changed to reflect the beliefs of your district regarding what criteria are the



most beneficial to students and the district. You may choose to add or delete additional criteria and/or change the value of the points given to each criterion. For example, you could choose to lessen or increase any of the point values for a criterion, or you could add or delete point categories. A.C.A. § 6-13-636 requires that “effectiveness” be the primary determining factor for retention of an employee and prohibits using seniority as the primary factor. In addition, A.C.A. § 6-17-2407 prohibits an employee's seniority, an employee's length of service with the school district, an employee's total professional development hours, and the education level of an employee from factoring for more than fifty percent (50%) of the total criteria used by a district. Legal Reference:

A.C.A. § 6-17-2407

Date Adopted: 4/15/2019

Last Revised: 5/17/2021, 6.19.23

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



3.5—LICENSED PERSONNEL CONTRACT RETURN

An employee shall have thirty (30) days from the date of the receipt of the employee's contract for the following school year in which to return the contract, signed, to the office of the Superintendent. The date of receipt of the contract shall be presumed to be the date of a cover memo¹ which will be attached to the contract.

Failure of an employee to return the signed contract to the office of the Superintendent within thirty (30) days of the receipt of the contract shall operate as a rejection of the offer of employment by the employee. No further action on the part of the employee, the Superintendent, or the School Board shall be required in order to make the employee's rejection of the offer of employment final.²

Note: Due to the repeal of the Teacher Fair Dismissal Act, this entire policy is now optional. We have retained it to act as an incentive to have employees timely return contracts for the next school year.

¹ The following language is offered as suggestive for the cover memo:

Attached please find your contract of employment for the (date/date) school year. You have thirty (30) calendar days from the date of this memo to sign and return your contract of employment to the office of the Superintendent. According to personnel policy 3.5, the failure of an employee to sign and return his or her contract by the thirtieth (30th) day shall operate as a rejection of the offer of employment provided by the contract, and steps will immediately begin to fill that position for the next school-year.

Legal Reference:

Date Adopted: 4/15/2019

Last Revised:6.19.23



3.6—LICENSED PERSONNEL EMPLOYEE TRAINING

For the purposes of this policy, professional development (PD) means a set of coordinated, planned

learning activities for District employees who are required to hold a current license issued by the State Board of Education as a condition of employment¹ that:

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

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

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

Each licensed employee shall receive a minimum of thirty-six (36) hours of PD annually to be fulfilled between July 1 and June 30.² A licensed employee may be required to receive more PD than the minimum when necessary to complete the licensed employee's PGP, but not to exceed sixty (60) total hours of PD.³ All licensed employees are required to obtain thirty-six (36) hours of approved PD each year over a five-year period as part of their licensure renewal requirements. PD hours earned in excess of each licensed employee's required number of hours in the designated year cannot be carried over to the next year.

Licensed employees who are prevented from obtaining the required PD hours due to their illness or the illness of an immediate family member as defined in A.C.A. § 6-17-1202 have until the end of the

following school year to make up the deficient hours. Missed hours of PD shall be made up with PD

that is substantially similar to that which was missed and can be obtained by any method, online or

otherwise, approved by ADE. This time extension does not absolve the employee from also obtaining

the following year's required hours of PD. Failure to obtain required PD or to make up missed PD

could lead to disciplinary consequences, up to termination of the contract of employment.



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

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

Flexible PD hours (flex hours) are those hours that an employee is allowed to substitute PD activities, different than those offered by the District, but are still aligned to the employee's PGP, the employee's school's SLIP, or the District's PDP. The District shall determine on an annual basis how many, if any, flex hours of PD it will allow to be substituted for District scheduled PD offerings. The determination may be made at an individual building, a grade, or by subject basis. The District administration and the building principal have the authority to require attendance at specific PD activities. Employees must receive advance approval from the building principal for activities they wish to have qualify for flex PD hours. To the fullest extent possible, PD activities are to be scheduled and attended such that teachers do not miss their regular teaching assignments. Six (6) approved flex hours credited toward fulfilling the licensed employee's required hours shall equal one (1) contract day. Hours of PD earned by an employee that are in excess of the employee's required hours but are either not at the request of the District or not pre-approved by the building principal, shall not be credited toward fulfilling the required number of contract days for that employee. Hours earned that count toward the licensed employee's required hours also count toward the required number of contract days for that employee. Employees shall be paid their daily rate of pay for PD hours earned at the request of the District that necessitate the employee work more than the number of days required by their contract.⁵

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

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



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

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

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

Beginning in the 2013-14 school-year and every fifth year thereafter, all District personnel shall receive two (2) hours of PD related to child maltreatment required under A.C.A. § 6-61-133.

Beginning in school-year 2023-24, teachers shall receive two (2) hours of PD designed to enhance their understanding of effective parental involvement strategies at least one (1) time.

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

Beginning in the 2023-24 school-year, teachers shall receive at least two (2) hours of PD in Arkansas History at least one (1) time. A teacher who provides instruction in Arkansas history may be required to receive additional hours of PD in Arkansas history as part of the teacher's annual PD requirement.

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

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



education for kindergarten through grade twelve (K-12) that is directly related to literacy,
or
reading specialists for kindergarten through grade twelve (K-12) for one (1) of the prescribed pathways to obtaining an awareness credential in knowledge and practices in scientific reading instruction.

The professional development will be designed so that, by the beginning of the 2023-2024 school year, all teachers employed in a teaching position that requires an elementary education license (K-6), special education license that is directly related to literacy, or reading specialists in kindergarten through grade twelve (K-12) shall demonstrate proficiency in knowledge and practices of scientific reading instruction and all other teachers shall demonstrate awareness in knowledge and practices of the scientific reading instruction.

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

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

Beginning in the 2023-24 school-year and every fifth year thereafter, all licensed personnel shall receive two (2) hours of PD in mental health awareness and teen suicide awareness and prevention, which may be obtained by self-review of suitable mental health awareness and suicide prevention materials approved by DESE.

By the beginning of the 2024-25 school year and every fourth year thereafter, a school counselor shall receive Youth Mental Health training to learn the risk factors and warning signs of mental health issues in adolescents; the importance of early intervention; and how to help an adolescent who is in crisis or expecting a mental health challenge.

In addition to the mental health training otherwise required by this policy, all district employees shall receive mental health awareness training.

Anticipated rescuers shall receive training in cardiopulmonary resuscitation and the use of automated



external defibrillators as required by DESE Rule. Such training shall count toward the required annual hours of PD.

Starting in the 2024-2025 school year and every two (2) years thereafter, principals, guidance counselors, teachers, and other relevant school personnel with direct contact and supervision of students shall receive seventy-five (75) minutes of training, in person or online, on the recognition of signs and symptoms of seizures and the appropriate steps for seizure first aid that is consistent with training programs and guidelines developed by the Epilepsy Foundation of America. In addition, at least two (2) employees at each school shall receive training that is consistent with training programs and guidelines developed by the Epilepsy Foundation of America to:

1. Administer or assist with the self-administration of:
 - A seizure rescue medication or medication prescribed to treat seizure disorder symptoms; and
 - A manual dose of prescribed electrical stimulation using a vagus nerve stimulator magnet; and
1. Recognize the signs and symptoms of seizures and the appropriate steps to be taken to respond to these symptoms.

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

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

For each administrator, the thirty six (36) hour PD requirement shall include training in data disaggregation, instructional leadership, and fiscal management. This training may include the Initial, Tier 1, and Tier 2 training required for Superintendents and other designees by DESE's Rules Governing the Arkansas Financial Accounting and Reporting System and Annual Training Requirements.

Building level administrators shall complete the credentialing assessment for the teacher evaluation PD program prior to conducting any summative teacher evaluations.⁶

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



By the end of the 2014-15 school-year, teachers shall have received professional awareness on the characteristics of dyslexia and the evidence-based interventions and accommodations for dyslexia.⁷

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

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

Licensed personnel shall receive five (5) PD hours for each credit hour of a graduate level college course that meets the criteria identified in law and applicable DESE rules. A maximum of fifteen (15) such hours may be applied toward the thirty six (36) hours of PD required annually for license renewal.⁸

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

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

District administrators as well as licensed personnel selected by the superintendent or building principal shall receive training on the appropriate use of restraint and seclusion in accordance with DESE's Advisory Guidelines for the Use of Student Restraints in Public School or Educational Settings and is in compliance with the requirements of A.C.A. § 6-18-2409. The names of District staff who have received certified training on the use of physical restraint shall be provided to all District staff at least annually.

As part of the District's implementation of the District's positive behavioral support system, District



administrators as well as building personnel selected by the superintendent or building principal shall receive training in the use of positive behavior support for student behavior and in preventive techniques for teaching and motivating prosocial student behavior and conflict de-escalation and resolution techniques to be employed by school personnel to prevent, defuse, evaluate, and debrief a crisis and conflict situation.

Employees who are members of the District's behavioral threat assessment team shall receive basic and advanced behavioral threat assessment training through the Arkansas Center for School Safety of the Criminal Justice Institute or another organization or entity approved by the state board.

The District shall not require a school employee to complete or participate in implicit bias training, which is defined as a training or educational program designed to expose an individual to biases that the training's or educational program's developer or designer presumes the individual to unconsciously or unintentionally possess that predispose the individual to be unfairly prejudiced in favor of or against a thing, person, or group to adjust the individual's pattern of thinking in order to eliminate the individual's unconscious or unintentional bias or prejudice. A District employee may leave a training that the employee is attending if the employee determines that the training addresses implicit biases. The District shall not take adverse employment action against an employee for the employee's failure or refusal to complete or participate in implicit bias training.

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

Approved PD activities may include:

- Conferences/workshops/institutes;
- Mentoring/peer coaching;
- Study groups/learning teams;
- National Board for Professional Teaching Standards Certification;
- Distance and online learning (including Arkansas IDEAS);
- Micro-credentialing approved by DESE;
- Internships;
- State/district/school programs;

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



- Approved college/university course work;
- Action research; and
- Individually guided (to be noted in the employee's PGP).

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

PD activities shall relate to the following areas:

- Content (K-12);
 - Instructional strategies;
 - Assessment/data-driven decision making;
 - Advocacy/leadership/fiscal management;
 - Systemic change process;
 - Standards, frameworks, and curriculum alignment;
 - Supervision;
 - Mentoring/peer coaching;
 - Next generation learning/integrated technology;
- © 2023 Arkansas School Boards Association
- Principles of learning/developmental stages/diverse learners;
 - Cognitive research;
 - Parent and family engagement/academic planning and scholarship;
 - Building a collaborative learning community;
 - Student health and wellness; and
 - The Code of Ethics for Arkansas Educators.

Additional activities eligible for PD credit, as included in the District's PDP, employee's school's

SLIP, and licensed employee's PGP, include:

- School Fire Marshall program (A.C.A. § 6-10-110);
- Tornado safety drills (A.C.A. § 6-10-121);
- Statewide student assessments (A.C.A. § 6-15-2912);
- Test security and confidentiality (A.C.A. § 6-15-2907);
- Emergency plans and the emergency communication method with law enforcement (A.C.A. § 6-15-1302);
- TESS (A.C.A. § 6-17-2806);
- Student discipline training, behavioral intervention, and classroom management (A.C.A. § 6-18-502);
- Comprehensive School Counseling Program (A.C.A. § 6-18-2004);
- Training required by DESE under The Arkansas Educational Support and Accountability Act and fiscal and facilities distress statutes and rules; and
- Annual lockdown drills (6-15-1303).⁹

Notes: There are special rules that apply to part time employees who teach adults or are high school

equivalency Test examiners. Since such employees apply to very few districts, they are not included in this policy. PD for such employees is covered under 7.04 of the rules and A.C.A. §



6-17-706.

¹ If you have individuals employed as unlicensed teachers or administrators under a waiver, add “or are an unlicensed employee teaching under a waiver of licensure”.

² The rules make July 1 through June 30 the default. Districts using those dates no longer need documentation of its choice. Districts can still choose June 1 through May 1, but that choice would have to be documented. The documentation may be noted by the selection chosen for this policy and also in the District’s PDP required by A.C.A. § 6-17-704(c)(1).

³ A.C.A. § 6-17-2402(1) defines a "basic contract" as a teacher employment contract for 190 days that includes no less than six (6) days of PD. When calculated with the one hundred seventy-eight (178) mandatory student contact days and the two (2) parent-teacher conference days, this means there are four (4) days unassigned in the basic contract. Districts may use these days as additional student contact days, parent-teacher conferences, for classroom setup, or PD. The use for the days may vary from school to school or even from licensed employee to licensed employee, though days used for additional student contact days should be uniform throughout the district and staff. The use of the four (4) days may be assigned on the school calendar or otherwise accounted for in policy. If districts require employees to use those four © 2023 Arkansas School Boards Association (4) days for something other than PD but require the licensed employee to receive more than thirty-six (36) hours of PD, then the district must pay the employee for the additional hours of district mandated PD as set forth in footnote 5. A.C.A. § 6-17-2402(1)(A)(ii) prohibits a district from requiring a teacher to receive more than ten (10) days of PD per contract year.

⁴ The number of contract days may vary between employees, but the concern here is with the number of contract days specified in each individual employee’s contract.

⁵ There is confusion surrounding districts requiring more than the required PD and employees who get more than their required hours, but do so of their own choosing. A.C.A. § 6-17-807(a) requires districts to pay a teacher their daily rate of pay for days worked in excess of the number in their contract. Each six (6) hours of PD equal one day worked. Teachers who are required/requested to attend six (6) more hours than would total the number of days in the employee’s contract have worked an extra day of their contract. This can be addressed by giving the employees a flex PD day off or paying them their daily rate of pay for the extra day worked. Teachers who are so dedicated that, on their own, they get more than their required PD hours do not get credit for a day worked for each six (6) hours of excess PD.

⁶ This requirement tracks the language in model policy 3.50—ADMINISTRATOR EVALUATOR CERTIFICATION and is based on A.C.A. § 6-15-202(f)(50). A corollary point to this policy's sentence is to make the hiring of any new administrator who will be responsible for conducting TESS summative evaluations contingent upon the new hire's successful credentialing for TESS evaluations. We suggest calling the ASBA staff attorney for language, including required completion dates and employment consequences, for both the hiring motion, and to include on the contract, where it should remain until TESS credentials are successfully obtained.



⁷ This is required by A.C.A. § 6-41-608. There is no statutory clarification regarding required hours of training, but teachers will need to be credited toward the required hours of PD for time spent fulfilling the requirement. A.C.A. § 6-41-609 and 1.02.2.2 of the PD Rules delegate future dyslexia training to Higher Education.

⁸ We suggest reading A.C.A. § 6-15-1004(c) and Section 4 of the PD Rules. Both permit the district to require additional hours; however, if you choose to do so and the employee's required PD would total more hours than the number of contract days provided for in the employee's contract, then the employee is due his/her daily rate of pay for the excess hours. See footnote 5.

⁹ Districts are required to annually provide lockdown drill and school safety assessment training for all of its employees and, to the extent practicable, students, in collaboration with local law enforcement, fire, and emergency management personnel. Since this is statutorily required training (PD), employees get to count it toward their annual required hours.

Cross References: 3.50—ADMINISTRATOR EVALUATOR CERTIFICATION

4.37—EMERGENCY DRILLS

© 2023 Arkansas School Boards Association

4.60—STUDENT BEHAVIORAL INTERVENTION AND RESTRAINT

5.2—PLANNING FOR EDUCATIONAL IMPROVEMENT

Legal References: Standards For Accreditation 1-B.4, 3-A.4, 3-B.1, 4-G.1, 4-G.2

DESE Rules Governing Professional Development

DESE Rules Governing the Arkansas Educational Support and Accountability Act

DESE Rules Governing school-based Automated External Defibrillator (AED) devices and Cardiopulmonary Resuscitation (CPR) programs in Arkansas Public Schools

DESE Rules Governing the Arkansas Financial Accounting and Reporting System and Annual Training Requirements

DESE Rules Governing the Right to Read Act

DESE Rules Governing Student Special Needs Funding

DESE Advisory Guidelines for the Use of Student Restraints in Public School or Educational Settings

A.C.A. § 6-10-121

A.C.A. § 6-10-122

A.C.A. § 6-10-123

A.C.A. § 6-15-1004(c)

A.C.A. § 6-15-1302

A.C.A. § 6-15-1303

A.C.A. § 6-15-1703

A.C.A. § 6-15-2907

A.C.A. § 6-15-2911

A.C.A. § 6-15-2912

A.C.A. § 6-15-2913

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



A.C.A. § 6-15-2914
A.C.A. § 6-15-2916
A.C.A. § 6-16-1203
A.C.A. § 6-17-124
A.C.A. § 6-17-429
A.C.A. § 6-17-703
A.C.A. § 6-17-704
A.C.A. § 6-17-708
A.C.A. § 6-17-709
A.C.A. § 6-17-710
A.C.A. § 6-17-711
A.C.A. § 6-17-2806
A.C.A. § 6-17-2808
A.C.A. § 6-18-502(f)
A.C.A. § 6-18-514(f)
A.C.A. § 6-18-708
A.C.A. § 6-18-720
A.C.A. § 6-18-2004
© 2023 Arkansas School Boards Association
A.C.A. § 6-18-2404
A.C.A. § 6-18-2408
A.C.A. § 6-18-2409
A.C.A. § 6-20-2204
A.C.A. § 6-20-2303 (16)
A.C.A. § 6-41-608
A.C.A. § 6-61-133

Date Adopted: 4/15/2019
Last Revised: 5/17/2021, 6.19.23

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



3.7—LICENSED PERSONNEL BUS DRIVER DRUG TESTING

Scope of Policy

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

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

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

Methods of Testing

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

Definitions

"Safety sensitive function" includes:

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

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

1. Is designed to carry more than ten (10) passengers;
2. Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District; and
3. Is operated for the transportation of students from home to school, from school to home, or to and from school events.

Requirements

Employees shall be drug and alcohol free from the time the employee is required to be ready to work until the employee is relieved from the responsibility for performing work and/or any time they are performing a safety-sensitive function. In addition to the testing required as an initial condition of employment,



employees shall submit to subsequent drug tests as required by law and/or regulation. Subsequent testing includes, and/or is triggered by, but is not limited to:

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

Prohibitions

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

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

Testing for Cause

Drivers involved in an accident in which there is a loss of another person's life shall be tested for alcohol and controlled substances as soon as practicable following the accident. Drivers shall also be tested for alcohol within eight (8) hours and for controlled substances within thirty two (32) hours following an accident for which they receive a citation for a moving traffic violation if the accident involved: 1) bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or 2) one or more motor vehicles incurs disabling damage as a result of the accident requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

Refusal to Submit

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

- Failed to appear for any test within a reasonable period of time as determined by the employer consistent with applicable Department of Transportation agency regulation;
- Failed to remain at the testing site until the testing process was completed;

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



- Failed to provide a urine specimen for any required drug test;
- Failed to provide a sufficient amount of urine without an adequate medical reason for the failure;
- Failed to undergo a medical examination as directed by the Medical Review Officer as part of the verification process for the previous listed reason;
- Failed or declined to submit to a second test that the employer or collector has directed the driver to take;
- Failed to cooperate with any of the testing process; and/or
- Adulterated or substituted a test result as reported by the Medical Review Officer.

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

Consequences for Violations

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

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

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

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

Legal References: A.C.A. § 6-19-108
 A.C.A. § 6-19-119
 A.C.A. § 27-51-1504
 A.C.A. § 27-23-201 et seq.
 49 C.F.R. § 382.101 – 605

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



49 C.F.R. § part 40

49 C.F.R. § 390.5

Arkansas Division of Academic Facilities and Transportation Rules Governing
Maintenance and Operations of Arkansas Public School Buses and Physical
Examinations of School Bus Drivers

Date Adopted: 4/15/2019

Last Revised:

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



3.8—LICENSED PERSONNEL SICK LEAVE

Definitions

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

Sick Leave

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

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

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



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

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

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

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

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

Sick Leave and Family Medical Leave Act (FMLA) Leave

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

Sick Leave and Outside Employment

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



district sick leave for personal or family illness or accident, Workers Comp, or FMLA shall be subject to discipline up to and including termination.

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

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

Date Adopted: 4/15/2019

Last Revised:

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



3.9—LICENSED PERSONNEL SICK LEAVE BANK

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

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

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

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

Withdrawals

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

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

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

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

Spousal Donations

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

Legal Reference: A.C.A. § 6-17-1208

Date Adopted: 4/15/2019

Last Revised:

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



3.10—LICENSED PERSONNEL PLANNING TIME

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

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

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

Date Adopted: 4/15/2019

Last Revised:



3.11—LICENSED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE

Personal Leave

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

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

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

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

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

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

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

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

Professional Leave

“Professional Leave” is leave granted for the purpose of enabling an employee to participate in professional activities (e.g., teacher workshops or serving on professional committees) which can serve to improve the school District's instructional program or enhances the employee's ability to perform his duties. Professional leave will also be granted when a school District employee is subpoenaed for a matter



arising out of the employee's employment with the school District. Any employee seeking professional leave must make a written request to his or her immediate supervisor, setting forth the information necessary for the supervisor to make an informed decision. The supervisor's decision is subject to review and overruling by the superintendent. Budgeting concerns and the potential benefit for the District's students will be taken into consideration in reviewing a request for professional leave.

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

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

Legal Reference: A.C.A. § 6-17-211

Date Adopted: 4/15/2019

Last Revised:

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



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

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

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

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

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

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

Date Adopted: 4/15/2019

Last Revised:



3.13—LICENSED PERSONNEL PUBLIC OFFICE

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

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

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

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

Legal Reference: A.C.A. § 6-17-115

Date Adopted: 4/15/2019

Last Revised:



3.14—LICENSED PERSONNEL JURY DUTY

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

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

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

Legal Reference: A.C.A. § 16-31-106

Date Adopted: 4/15/2019

Last Revised:



3.15—LICENSED PERSONNEL LEAVE — INJURY FROM ASSAULT

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

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

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

Legal Reference: A.C.A. § 6-17-1209

Date Adopted: 4/15/2019

Last Revised:



3.16—LICENSED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES

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

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

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

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

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

Date Adopted: 4/15/2019

Last Revised:



3.17—LICENSED PERSONNEL CODE OF CONDUCT

Definitions

“Insubordination” means the willful disregard of a supervisor's instructions or the refusal to obey a lawful order from a supervisor. Insubordination does not mean the refusal to follow an order from a supervisor that would violate Federal or state law; Federal regulations; state rules; or a court order.

“Sexual harassment” means conduct on the basis of sex that may not reach the definition of sexual harassment under Policy 3.26 but is nevertheless inappropriate within the education setting. Examples of sexual harassment include, but are not limited to:

- Making sexual propositions or pressuring for sexual activities;
- Sexual grooming;
- 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, ranking, or assessing students or other employees as to:
 - Physical attractiveness;
 - Sexual activity or performance; or
 - Sexual preference;
- Circulating or showing e-mails or Web sites of a sexual nature;
- Intimidation by words, actions, insults, or name calling; and
- Teasing or name-calling related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether or not the individual self-identifies as homosexual or transgender.

Employee actions that meet the definitions within this policy are prohibited.

In recognition of the level of trust placed in District employees, the duty of care District employees have towards their charges, and the need for District employees to model appropriate behavior for their charges, the District has, and will continue to hold, its employees to a high standard of behavior. Employees whose actions are determined to be in violation of the provisions of this policy, another personnel policy, the Division of Elementary and Secondary Education Rules Governing the Code of Ethics for Arkansas Educators, or criminal conduct that statutorily prohibits employment by a school district may be recommended for discipline up to and including termination of the employee’s contract for employment. In addition to other forms of discipline, conduct in violation of the Rules may be reported to the Professional Licensure Standards Board.

Note: This policy is similar to Policy 8.45. If you change this policy, review Policy 8.45 at the same time to ensure applicable consistency between the two.

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



Legal References: A.C.A. § 6-17-301
 A.C.A. § 6-17-410
 A.C.A. § 6-17-411
 ~~A.C.A. § 6-17-1501 et seq.~~
 DESE Rules Governing the Code of Ethics for Arkansas Educators

Date Adopted:6.19.23
Last Revised:

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT

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

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

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

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

Sick Leave and Outside Employment

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

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

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

Date Adopted: 4/15/2019

Last Revised:

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



3.19—LICENSED PERSONNEL EMPLOYMENT

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

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

It is grounds for termination of contract of employment if an employee fails a criminal background check or receives a true report on the Child Maltreatment Central Registry check.¹

All teachers who begin employment in the 2023-2024 school year and each school year thereafter shall demonstrate proficiency or awareness in knowledge and practices in scientific reading instruction as is applicable to their teaching position by completing the prescribed proficiency or awareness in knowledge and practices of the scientific reading instruction credential either as a condition of licensure or within one (1) year for teachers who are already licensed or employed as a teacher under a waiver from licensure.

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

The superintendent shall create procedures establishing the process the superintendent will use before making any decisions regarding the hiring or placement of a principal to consult with teachers employed at the school where the principal would be assigned.

Descriptor Term	Descriptor Code	Issue Date	Revised
EMPLOYEE SCREENING COMMITTEE	GBSBA	February 15, 2010	

A committee for vacancies in certified and classified positions will be formed to screen candidates for the position. The representatives of each committee will be selected as follows:

1. The administrator or supervisor of the location in which the employee is to be hired.
2. The administrator or supervisor from another location in the district.
3. A minimum of one employee, with same or similar duties, of the location in which the employee is to be hired. The number of participants from this group shall be at the administrator's or supervisor's, of the location in which the employee is to be hired, discretion.
4. At the discretion of the administrator or supervisor, of the location in which the employee is to be hired, a minimum of one employee, with same or similar duties, of the location in which the employee is to be hired.
5. At the discretion of the administrator or supervisor, of the location in which the employee is to be hired, a district level administrator or supervisor.



In positions deemed by the school board to have a high public exposure and significant public contact, these additional positions may be included.

6. Superintendent or other district level employee(s) appointed by the superintendent.
7. Parent(s) selected by the administrator or supervisor of the location in which the employee is to be hired.
8. Student(s) selected by the administrator or supervisor of the location in which the employee is to be hired.
9. Community member(s) selected by school board.
10. A board member selected by the school board.

The function of the committee is to make an informed decision and recommendation to the administrator of the location in which the employee is to be hired. In no instance shall the recommendation of the committee be deemed binding to the administrator or supervisor of the location in which the employee is to be hired, binding to the superintendent, or binding to the school board as governed by A.C.A.

If the superintendent finds probable cause that an employee has engaged in sexual misconduct with a minor, then the superintendent or the superintendent's designee shall not provide a favorable recommendation of employment on behalf of the employee.

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.³

Inquiries on nondiscrimination may be directed to Superintendent/Assistant Superintendent⁴, who may be reached at 479-736-2253⁵.

Any person may report sex discrimination, including sexual harassment, to the Title IX Coordinator in person or by using the mailing address, telephone number, or email address provided above. A report may be made at any time, including during non-business hours, and may be on the individual's own behalf or on behalf of another individual who is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment.

For further information on notice of non-discrimination or to file a complaint, visit <https://www2.ed.gov/about/offices/list/ocr/complaintintro.html>; for the address and phone number of the office that serves your area, or call 1-800-421-3481.

In accordance with Arkansas law⁶, the District provides a veteran preference to applicants who qualify for one of the following categories:

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

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

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



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

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

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

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

Notes: This policy is similar to Policy 8.13. If you change this policy, review 8.13 at the same time to ensure applicable consistency between the two.

A.C.A. § 6-16-1507 requires that earning a high school diploma through the passage of a nationally recognized high school equivalency exam, such as the GED test, be treated the same as the receipt of a high school diploma from an accredited Arkansas secondary school for purposes of employment by a political subdivision of the State of Arkansas, which includes school districts.

¹ A.C.A. § 6-17-411 allows an individual who fails the criminal background check or has a true finding on the Child Maltreatment Central Registry to be employed by a district if the State Board grants a waiver. A.C.A. § 6-17-410 provides that the State Board must receive a written request for a hearing for a waiver within thirty (30) days from when notice of the individual's denial, nonrenewal, or revocation is received. Either the school board or the individual seeking employment may request the hearing for a waiver.

A waiver from the State Board for an individual to get a license counts as a waiver for the same offense when hiring.

² A.C.A. § 6-13-636 does not set forth a specific method that must be used to receive feedback from teachers. A couple of options are:

- Having teachers on the hiring committee used when selecting a principal; or
- Sending a survey to teachers at the school where the principal would be assigned.



²³ A copy of the nondiscrimination statement should be included in all district publications unless the publication is intended only for students and parents. Publications intended only for students and parents should include the nondiscrimination clause in Policy 4.11—EQUAL EDUCATIONAL OPPORTUNITY.

³⁴ Insert the position(s) designated to be contacted on discrimination inquiries. If you have different positions designated to answer questions on disability discrimination (504 coordinator) and sex discrimination (Title IX coordinator), then you will need to include the position responsible for each area. Do not include the name(s) of the person(s) to be contacted in the policy; changing the name of the person (due to a staffing change) would necessitate amending the policy, which would require it to go through the entire adoption process.

⁴⁵ Insert the office address, phone number, and email address to be used to contact the designated position. If you have more than one position designated as set forth in footnote ³⁴, you will need to include a contact number, email address, and office address for each position. The contact number and office address may be the school/district address and phone number. We recommend making the email address specific to the position, such as titleix@districtdomain.org, and having the emails sent to the coordinator's inbox to prevent having to amend the policy due to staff changes.

While 34 C.F.R. § 106.8 requires that an individual be able to submit a report, including by telephone, both inside and outside of business hours, we do not believe that this requires that the Title IX Coordinator must be on-call to receive phone calls at any time; instead, the number provided for individuals to use must allow individuals wanting to report sexual discrimination or sexual harassment to the Title IX Coordinator to be able to leave a voice message for the Title IX Coordinator.

⁵⁶ A.C.A. § 21-3-301 et seq. includes public schools in the list of employers required to provide a preference to applicants who qualify for a veteran or a deceased veteran's spouse category when selecting interview candidates, during the interview process, and in selecting a new employee.

A.C.A. § 21-3-302 covers the requirements for giving a veteran preference during the application, interview, and hiring processes. The statute does not require districts to use a particular scoring method to demonstrate giving a preference and districts can continue using the system they have previously been using. However, A.C.A. § 21-3-302 and A.C.A. § 21-3-303 require districts be able to demonstrate that any qualifying applicant was given a preference during the entire application, interview, and hiring processes.

If a veteran who is not hired requests, the district must provide the veteran with his/her base score, adjusted score, and the successful candidate's score. While there is no statutorily required method, ASBA suggests districts use a numerical scoring rubric for the entire hiring process. The use of such a rubric makes it easy to demonstrate a preference was given as you can point to where qualifying applicants received additional points. Districts that don't use a numerical scoring method are required, upon a veteran's request, to provide all documentation allowed to be released under FOIA to the veteran to demonstrate how the preference was used to develop the list of qualified candidates to be interviewed and to select the person actually hired.



Legal References: Division of Elementary and Secondary Education Rules Governing Background Checks

[A.C.A. § 6-13-636](#)

[A.C.A. § 6-16-1507](#)

A.C.A. § 6-17-301

[A.C.A. § 6-17-407](#)

A.C.A. § 6-17-410

A.C.A. § 6-17-411

A.C.A. § 6-17-428

A.C.A. § 6-17-429

A.C.A. § 21-3-302

A.C.A. § 21-3-303

28 C.F.R. § 35.106

29 C.F.R. part 1635

34 C.F.R. § 100.6

34 C.F.R. § 104.8

34 C.F.R. § 106.8

34 C.F.R. § 106.9

34 C.F.R. § 108.9

34 C.F.R. § 110.25

Date Adopted: 4/15/2019

Last Revised: 6.19.23

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



3.20—LICENSED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

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

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

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

Cross Reference: Policy 7.12—EXPENSE REIMBURSEMENT

Date Adopted: 4/15/2019

Last Revised:



3.21—LICENSED PERSONNEL TOBACCO USE

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

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

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

Legal Reference: A.C.A. § 6-21-609

Date Adopted: 4/15/2019

Last Revised:

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



3.22—DRESS OF LICENSED EMPLOYEES

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

Date Adopted: 4/15/2019

Last Revised:

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



3.23—LICENSED PERSONNEL POLITICAL ACTIVITY

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

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

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

Date Adopted: 4/15/2019

Last Revised:



3.24—LICENSED PERSONNEL DEBTS

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

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

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

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

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

Date Adopted: 4/15/2019

Last Revised:



3.25—LICENSED PERSONNEL GRIEVANCES

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

Definitions

“Employee” means any person employed under a written contract by this school district.

“Grievance” means a claim or concern raised by an individual employee of this school district related to the interpretation, application, or claimed violation of the personnel policies, including salary schedules; federal laws and regulations; state laws and rules; or terms or conditions of employment. 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.¹ A group of employees who have the same grievance may file a group grievance.

“Group Grievance” means a grievance that may be filed as a group if all of the following criteria are met and the group’s issue is a subject that may be grieved under this policy’s definition of grievance:

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.

Simply meeting all of the criteria above alone does not ensure that the subject presented by the group is eligible to be grieved.

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

“Working day”-means 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. Except for a grievance concerning back pay, the employee must inform his/her immediate supervisor of the existence of a potential grievance within five (5) working days of the occurrence of the grievance. The supervisor shall schedule a conference with the employee to hear the employee’s potential grievance that shall be held no later than five (5) working days after the supervisor is informed of the existence of the potential grievance and 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. If the grievance is not advanced to Level Two within five (5) 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 (5) working days of the discussion with the immediate supervisor, citing the manner in which the specific personnel policy was violated that has given rise to the grievance, and submit the Grievance Form to his/her immediate supervisor. The supervisor will have ten (10) 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 (10) 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 (10) 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 (5) working days from the date of the principal's written response, 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 (10) 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 (10) 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 (5) working days of his/her receipt of the principal's written reply. The superintendent will have ten (10) 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 (10) 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 Directors within five (5) working days of his/her receipt of the Superintendent's written response by submitting a written request for a board hearing to the superintendent². If the grievance is not appealed to the Board of Directors within five (5) working days of his/her receipt of the superintendent's written 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. Based on a review of the Level Two Grievance Form and the superintendent's reply, the board shall:



- a. For a grievance filed as an individual, determine if the grievance, on its face, is a subject that may be grieved under district policy.
- b. For a grievance that is filed as a group grievance, review the composition of the group and either:
 - Rule that the group has met the requirements to qualify as a group grievance and then determine whether the matter of the grievance is, on its face, a subject that may be grieved under District policy; or
 - Rule that the composition of the group does not meet the definition of a group grievance under District policy.

If the Board rules that the grievance, whether filed as an individual or as a group, is not a subject that may be grieved, the matter shall be considered closed. If the Board rules that the composition of the group does not meet the definition of a group grievance under District policy, employees who had filed a grievance as part of a group grievance that the Board ruled to not meet the policy's definition of a group grievance may choose to subsequently file an individual grievance by starting with Level One of the process; in such cases, a grievance will be considered to be timely filed if the notification of the employee's supervisor requirement under Level 1 is made within five (5) work days of the Board meeting where the Board ruled that the proposed group grievance did not meet the policy's definition of a group grievance. If multiple employees have filed individual grievances that are of the same nature so that they would meet the definition of a group grievance if they had been filed by a group, then the Board may consolidate the individual grievances that are of the same nature into a group grievance. If the Board consolidates individual grievances that are of the same nature into a group grievance, then the individuals whose grievances were consolidated shall select one (1) or more individuals from among those whose grievances were consolidated to represent the group grievance holders before the Board.

If the Board rules the grievance to be a subject that may be grieved, they shall immediately commence a hearing on the grievance. All parties have the right to representation at the appeal hearing by a person of their own choosing except that no party shall be represented by an individual who is a member of the employee's immediate family. The employee shall have no less than ninety (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 to the public, the parent or guardian of any student under the age of eighteen (18) 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.



Notes: This policy is similar to Policy 8.19. If you change this policy, review 8.19 at the same time to ensure applicable consistency between the two.

¹ It is important to understand the implications of the language contained in this paragraph. Only matters specified in the first sentence of the paragraph are, in fact, subjects that may be grieved, but that cannot prohibit an employee from filing a grievance which the administration does not deem to be a subject that may be grieved and nonetheless advancing it through the grievance process. Ultimately, it is the board that determines whether or not the matter is actually a subject that may be grieved by comparing the written grievance to the definition of grievance in the grievance policy, and continuing on with the hearing only if the grievance is determined to be within the definition. This is addressed in the “Appeal to the Board of Directors” section.

² It is suggested that you date stamp the request for a board hearing upon receipt.

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

Date Adopted: 4/15/2019

Last Revised:6.19.23

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



3.25F—LICENSED PERSONNEL LEVEL TWO GRIEVANCE FORM

Name: _____

Date submitted to supervisor: _____

Personnel Policy grievance is based upon:

Grievance (be specific):

What would resolve your grievance?

Supervisor’s Response

Date submitted to recipient: _____

Date Adopted: 4/15/2019

Last Revised:

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



3.26—LICENSED PERSONNEL SEXUAL HARASSMENT

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

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

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

Definitions

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

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

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

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

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

1. A District employee:
 - a. Conditions the provision of an aid, benefit, or service of the District on an individual’s participation in unwelcome sexual conduct; or
 - b. Uses the rejection of unwelcome sexual conduct as the basis for academic decisions affecting that individual;²
2. The conduct is:
 - a. Unwelcome; and



- b. Determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District’s education program or activity; or
- c. Constitutes:
- d. Sexual assault;
- e. Dating violence
- f. Domestic violence; or
- g. Stalking.

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

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

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

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

Employees who believe they have been subjected to sexual harassment are encouraged to submit a report to their immediate supervisor, an administrator, or the Title IX coordinator. Under no circumstances shall an employee be required to first report allegations of sexual harassment to a school contact person if that

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



person is the individual who is accused of the sexual harassment. If the District staff member who received a report of alleged sexual harassment is not the Title IX Coordinator, then the District staff person shall inform the Title IX Coordinator of the alleged sexual harassment. As soon as reasonably possible after receiving a report of alleged sexual harassment from another District staff member or after receiving a report directly through any means, the Title IX Coordinator shall contact the complainant to:

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

Supportive Measures

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

Formal Complaint

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

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

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



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

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

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

At least ten (10) days prior to completion of the investigative report, the District shall send to each party and the party’s advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The parties shall have at least ten (10)³ days to submit a written response to the evidence. The investigator will consider the written responses prior to completion of the investigative report. All



evidence subject to inspection and review shall be available for the parties' inspection and review at any meeting to give each party equal opportunity to refer to such evidence during the meeting.

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

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

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

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

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

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

The District shall investigate the allegations in a formal complaint. If the conduct alleged in the formal complaint would not constitute sexual harassment as defined in this policy even if proved; did not occur in the District's education program or activity; or did not occur against a person in the United States, then



the District shall dismiss the complaint as not meeting the definition of sexual harassment under this policy. A dismissal for these reasons does not preclude action under another provision of the District's personnel policies or code of conduct.

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

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

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

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

Appeals

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

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

For all appeals, the District shall:

- 1. Notify the other party in writing when an appeal is filed;
- 2. Simultaneously Provide all parties a written copy of the District's procedures governing the appeal process;
- 3. Implement appeal procedures equally for both parties;
- 4. Ensure that the decision-maker⁵ for the appeal is not the same person as the decision-maker that reached the original determination regarding responsibility or dismissal, the investigator, or the Title IX Coordinator;
- 5. Provide all parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
- 6. Issue a written decision describing the result of the appeal and the rationale for the result; and
- 7. Provide the written decision simultaneously to both parties.

Confidentiality

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



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

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

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

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

Administrative Leave

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

Retaliation Prohibited

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

Disciplinary Sanctions

It shall be a violation of this policy for any student or employee to be subjected to, or to subject another person to, sexual harassment. Following the completion of the District’s grievance process, any employee who is found by the evidence to more likely than not have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination. No disciplinary sanction or other action that is not a supportive measure may be taken against a respondent until the conclusion of the grievance process.

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



Records

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

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

indicate so and make sure that your procedures indicate so as well. 34 C.F.R. § 106.45 requires that you use the same evidentiary standard for both students and employees.

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

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

Date Adopted:4-15-19

Last Revised:8-17-20

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



3.27—LICENSED PERSONNEL SUPERVISION OF STUDENTS

All District personnel are expected to conscientiously execute their responsibilities to promote the health, safety, and welfare of the District's students under their care. The Superintendent shall direct all principals to establish regulations ensuring faculty supervision of students throughout the school day and at extracurricular activities.

Date Adopted: 4/15/2019

Last Revised:

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



3.28—LICENSED PERSONNEL COMPUTER USE POLICY

The Gentry School District provides computers and/or computer Internet access for many employees to assist employees in performing work related tasks. Employees are advised that they enjoy no expectation of privacy in any aspect of their computer use, including email, and that under Arkansas law both email and computer use records maintained by the district are subject to disclosure under the Freedom of Information Act. Consequently, no employee or student-related reprimands or other disciplinary communications should be made through email.

Passwords or security procedures are to be used as assigned, and confidentiality of student records is to be maintained at all times. Employees must not disable or bypass security procedures, compromise, attempt to compromise, or defeat the district's technology network security, alter data without authorization, disclose passwords to other staff members or students, or grant students access to any computer not designated for student use. It is the policy of this school district to equip each computer with Internet filtering software designed to prevent users from accessing material that is harmful to minors. The District Information Technology Security Officer or designee may authorize the disabling of the filter to enable access by an adult for a bona fide research or other lawful purpose.

Employees who misuse district-owned computers in any way, including excessive personal use, using computers for personal use during instructional time, using computers to violate any other policy, knowingly or negligently allowing unauthorized access, or using the computers to access or create sexually explicit or pornographic text or graphics, will face disciplinary action, up to and including termination or non-renewal of the employment contract.

Legal References: Children's Internet Protection Act; PL 106-554
 20 USC 6777
 47 USC 254(h)
 A.C.A. § 6-21-107
 A.C.A. § 6-21-111

Date Adopted: 4/15/2019
Last Revised:



3.28F—LICENSED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT

Name (Please Print) _____

School _____ Date _____

The Gentry School District agrees to allow the employee identified above (“Employee”) to use the district’s technology to access the Internet under the following terms and conditions:

1. Conditional Privilege: The Employee’s use of the district’s access to the Internet is a privilege conditioned on the Employee’s abiding by this agreement.
2. Acceptable Use: The Employee agrees that in using the District’s Internet access he/she will obey all federal and state laws and regulations. Internet access is provided as an aid to employees to enable them to better perform their job responsibilities. Under no circumstances shall an Employee’s use of the District’s Internet access interfere with, or detract from, the performance of his/her job-related duties.
3. Penalties for Improper Use: If the Employee violates this agreement and misuses the Internet, the Employee shall be subject to disciplinary action up to and including termination.
4. “Misuse of the District’s access to the Internet” includes, but is not limited to, the following:
 - a. using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
 - b. using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
 - c. posting anonymous messages on the system;
 - d. using encryption software other than when required by the employee’s job duties;
 - e. wasteful use of limited resources provided by the school including paper;
 - f. causing congestion of the network through lengthy downloads of files other than when required by the employee’s job duties;
 - g. vandalizing data of another user;
 - h. obtaining or sending information that could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
 - i. gaining or attempting to gain unauthorized access to resources or files;
 - j. identifying oneself with another person’s name or password or using an account or password of another user without proper authorization;
 - k. using the network for financial or commercial gain without district permission;
 - l. theft or vandalism of data, equipment, or intellectual property;
 - m. invading the privacy of individuals other than when required by the employee’s job duties;
 - n. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
 - o. introducing a virus to, or otherwise improperly tampering with, the system;
 - p. degrading or disrupting equipment or system performance;
 - q. creating a web page or associating a web page with the school or school district without proper authorization;

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



- r. attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
- s. providing access to the District's Internet Access to unauthorized individuals;
- t. taking part in any activity related to Internet use that creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
- u. making unauthorized copies of computer software;
- v. personal use of computers during instructional time; or
- w. Installing software on district computers without prior approval of the Information Technology Security Officer or his/her designee except for District technology personnel as part of their job duties.

5. Liability for debts: Staff shall be liable for any and all costs (debts) incurred through their use of the District's computers or the Internet including penalties for copyright violations.

6. No Expectation of Privacy: The Employee signing below agrees that in using the Internet through the District's access, he/she waives any right to privacy the Employee may have for such use. The Employee agrees that the district may monitor the Employee's use of the District's Internet Access and may also examine all system activities the Employee participates in, including but not limited to e-mail, voice, and video transmissions, to ensure proper use of the system.

7. Signature: The Employee, who has signed below, has read this agreement and agrees to be bound by its terms and conditions.

Employee's Signature: _____ Date _____

Date Adopted: 4/15/2019

Last Revised:



3.29—LICENSED PERSONNEL SCHOOL CALENDAR

The superintendent shall present to the personnel policies committee (PPC) a school calendar which the Board has adopted as a proposal. The superintendent, in developing the calendar, shall accept and consider recommendations from any staff member or group wishing to make calendar proposals. The PPC shall have the time prescribed by law and/or policy in which to make any suggested changes before the Board may vote to adopt the calendar.

The District shall not establish a school calendar that interferes with any scheduled statewide assessment that might jeopardize or limit the valid assessment and comparison of student learning gains.

The School District shall operate by the following calendar.





Gentry Public School District

2023-24 Traditional Calendar



JULY							AUGUST						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1							
2	3	4	5	6	7	8	9	10	11	12	13	14	15
16	17	18	19	20	21	22	23	24	25	26	27	28	29
30	31												
SEPTEMBER							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1	2	3	4	5	6	7	8
9	10	11	12	13	14	15	16	17	18	19	20	21	22
23	24	25	26	27	28	29	30	31					
NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1	2	3	4	5	6	7	8
9	10	11	12	13	14	15	16	17	18	19	20	21	22
23	24	25	26	27	28	29	30	31					
JANUARY							FEBRUARY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1	2	3	4	5	6	7	8
9	10	11	12	13	14	15	16	17	18	19	20	21	22
23	24	25	26	27	28	29	30	31					
MARCH							APRIL						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1	2	3	4	5	6	7	8
9	10	11	12	13	14	15	16	17	18	19	20	21	22
23	24	25	26	27	28	29	30	31					
MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1	2	3	4	5	6	7	8
9	10	11	12	13	14	15	16	17	18	19	20	21	22
23	24	25	26	27	28	29	30	31					

Important Dates And Information

First Semester Dates

July 4, 2023 Independence Day
August 7-11, 2023 Professional Development
OPEN HOUSE (Check with your school for date and time)
August 14, 2023 FIRST DAY OF SCHOOL
September 4, 2023 Labor Day NO SCHOOL
October 12, 2023 P/T Conf Students released at 2:15 pm Conferences 2:30 pm - 8:30 pm
October 12, 2023 End of 1st quarter (43 days)
October 13, 2023 NO SCHOOL (Flex PD Day #1)
November 20-24, 2023 THANKSGIVING Break NO SCHOOL
December 19, 2023 End of 2nd quarter (42 days) (85 days 1st semester)
December 20, 2023- January 2 , 2024 CHRISTMAS Break NO SCHOOL

Second Semester Dates

January 3, 2024 Professional Development Day NO SCHOOL for students
January 4, 2024 First day 3rd quarter/Second Semester STUDENTS Return.
January 15, 2024 Martin Luther King Jr Day NO SCHOOL
February 15, 2024 P/T Conf Students released at 2:15 pm Conferences 2:30 pm - 8:30 pm
February 16, 2024 NO SCHOOL (Flex PD day #2)
February 19, 2023 Professional Development Day NO School for Students
March 15, 2024 end of 3rd quarter (49 days)
March 18-22, 2024 SPRING BREAK NO SCHOOL
April 19, 2024, NO SCHOOL
May 24, 2024 Last day of School (44 days) (93 days 2nd Semester)
May 27, 2024 Memorial Day

Information

- Note 1: Five (5) Make up Days are added to the end of the calendar. May 28, 29, 30, 31 and June 3.
 - Ten (10) Alternative Methods of Instruction (AMI) days will be used as allowed by ADE regulations.
 - Note 2: Ending Quarter attendance dates may be adjusted to comply with ADE regulations.
 - There are 178 Student days and a minimum of 360 instructional minutes per day.
 - Qtr 1: 43 days Qtr 2: 42 days Qtr 3: 49 days Qtr 4: 44 days
 - Note 3: Dates for other school events will be announced on the school website monthly events calendar.
 - Note 4: Professional Development :
 - Five (5) PD days before school starts, two (2) FLEX PD days, two (2) PD days throughout the school year and one (1) day Job embedded PD.
- The mission of the Gentry School District is to work with the community in providing safe and successful experiences for each student.*

Legal References:

A.C.A. § 6-15-2907(f), A.C.A. § 6-17-201
 ADE Rules Governing the Arkansas Educational Support and Accountability Act

Gentry Public School District Board Policies
 Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



Date Adopted: 4/15/2019 Last Revised:6.22.21, 6.19.23

3.30—PARENT-TEACHER COMMUNICATION

The district recognizes the importance of communication between teachers and parents/legal guardians. To help promote positive communication, parent/teacher conferences shall be held once each semester. Parent-teacher conferences are encouraged and may be requested by parents or guardians when they feel they need to discuss their child's progress with his/her teacher.

Teachers are required to communicate during the school year with the parent(s), legal guardian(s), or care-giving adult or adults in a student's home to discuss the student's academic progress unless the student has been placed in the custody of the Department of Human Services and the school has received a court order prohibiting parent or legal guardian participation in parent/teacher conferences. More frequent communication is required with the parent(s) or legal guardian(s) of students who are performing below grade level.

All parent/teacher conferences shall be scheduled at a time and place to best accommodate those participating in the conference. Each teacher shall document the participation or non-participation of parent(s)/legal guardian(s) for each scheduled conference.

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

Legal References: Standards For Accreditation 5-A.1
 A.C.A. § 6-15-1702(b)(3)(B)(ii)

Date Adopted: 4/15/2019

Last Revised:



3.31—DRUG FREE WORKPLACE - LICENSED PERSONNEL

The conduct of district staff plays a vital role in the social and behavioral development of our students. It is equally important that the staff have a safe, healthful, and professional environment in which to work. To help promote both interests, the district shall have a drug free workplace. It is, therefore, the district's policy that district employees are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances, illegal drugs, inhalants, alcohol, as well as inappropriate or illegal use of prescription drugs. Such actions are prohibited both while at work or in the performance of official duties while off district property; violations of this policy will subject the employee to discipline, up to and including termination.

To help promote a drug free workplace, the district shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the district's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations.

Should any employee be found to have been under the influence of, or in illegal possession of, any illegal drug or controlled substance, whether or not engaged in any school or school-related activity, and the behavior of the employee, if under the influence, is such that it is inappropriate for a school employee in the opinion of the superintendent, the employee may be subject to discipline, up to and including termination. This policy also applies to those employees who are under the influence of alcohol while on campus or at school-sponsored functions, including athletic events.

An employee living on campus or on school owned property is permitted to possess alcohol in his/her residence. The employee is bound by the restrictions stated in this policy while at work or performing his/her official duties.

Possession, use or distribution of drug paraphernalia by any employee, whether or not engaged in school or school-related activities, may subject the employee to discipline, up to and including termination. Possession in one's vehicle or in an area subject to the employee's control will be considered to be possession as though the substance were on the employee's person.

It shall not be necessary for an employee to test at a level demonstrating intoxication by any substance in order to be subject to the terms of this policy. Any physical manifestation of being under the influence of a substance may subject an employee to the terms of this policy. Those physical manifestations include, but are not limited to: unsteadiness; slurred speech; dilated or constricted pupils; incoherent and/or irrational speech; or the presence of an odor associated with a prohibited substance on one's breath or clothing.

Should an employee desire to provide the District with the results of a blood, breath or urine analysis, such results will be taken into account by the District only if the sample is provided within a time range that could provide meaningful results and only by a testing agency chosen or approved by the District. The District shall not request that the employee be tested, and the expense for such voluntary testing shall be borne by the employee.



Any incident at work resulting in injury to the employee requiring medical attention shall require the employee to submit to a drug test, which shall be paid at the District's worker's compensation carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits in accordance with policy 3.44—LICENSED PERSONNEL
WORKPLACE INJURIES AND WORKERS' COMPENSATION.

Any employee who is charged with a violation of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances or alcohol, or of drug paraphernalia, must notify his/her immediate supervisor within five (5) week days (i.e., Monday through Friday, inclusive, excluding holidays) of being so charged. The supervisor who is notified of such a charge shall notify the Superintendent immediately.

If the supervisor is not available to the employee, the employee shall notify the Superintendent within the five (5) day period.

Any employee so charged is subject to discipline, up to and including termination. However, the failure of an employee to notify his or her supervisor or the Superintendent of having been so charged shall result in that employee being recommended for termination by the Superintendent.

Any employee convicted of any criminal drug statute violation for an offense that occurred while at work or in the performance of official duties while off district property shall report the conviction within 5 calendar days to the superintendent. Within 10 days of receiving such notification, whether from the employee or any other source, the district shall notify federal granting agencies from which it receives funds of the conviction. Compliance with these requirements and prohibitions is mandatory and is a condition of employment.

Any employee convicted of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances, or of drug paraphernalia, shall be recommended for termination.

Any employee who must take prescription medication at the direction of the employee's physician, and who is impaired by the prescription medication such that he/she cannot properly perform his/her duties shall not report for duty. Any employee who reports for duty and is so impaired, as determined by his/her supervisor, will be sent home. The employee shall be given sick leave, if owed any. The District or employee will provide transportation for the employee, and the employee may not leave campus while operating any vehicle. It is the responsibility of the employee to contact his/her physician in order to adjust the medication, if possible, so that the employee may return to his/her job unimpaired. Should the employee attempt to return to work while impaired by prescription medications, for which the employee has a prescription, he/she will, again, be sent home and given sick leave, if owed any. Should the employee attempt to return to work while impaired by prescription medication a third time the employee may be subject to discipline, up to and including a recommendation of termination.

Any employee who possesses, uses, distributes or is under the influence of a prescription medication obtained by a means other than his/her own current prescription shall be treated as though he was in possession, possession with intent to deliver, or under the influence, etc. of an illegal substance. An illegal drug or other substance is one which is (a) not legally obtainable; or (b) one which is legally obtainable,



but which has been obtained illegally. The District may require an employee to provide proof from his/her physician and/or pharmacist that the employee is lawfully able to receive such medication. Failure to provide such proof, to the satisfaction of the Superintendent, may result in discipline, up to and including a recommendation of termination.

A report to the appropriate licensing agency shall be filed within seven (7) days of:

- 1) A final disciplinary action taken against an employee resulting from the diversion, misuse, or abuse of illicit drugs or controlled substances; or
- 2) The voluntary resignation of an employee who is facing a pending disciplinary action resulting from the diversion, misuse, or abuse of illicit drugs or controlled substances.

The report filed with the licensing authority shall include, but not be limited to:

- The name, address, and telephone number of the person who is the subject of the report; and
- A description of the facts giving rise to the issuance of the report.

When the employee is not a healthcare professional, law enforcement will be contacted regarding any final disciplinary action taken against an employee for the diversion of controlled substances to one (1) or more third parties.

Legal References: 41 U.S.C. § 8101, 8103, and 8104
 A.C.A. § 11-9-102
 A.C.A. § 17-80-117

Date Adopted: 4/15/2019

Last Revised:



3.31F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT

CERTIFICATION

I, hereby certify that I have been presented with a copy of the Gentry District’s drug-free workplace policy, that I have read the statement, and that I will abide by its terms as a condition of my employment with District.

Signature _____

Date _____

**Gentry Public School District Board Policies
Effective As Of July 1, 2023**



Ensuring all students connect, learn, and succeed.



3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE *

The Family and Medical Leave Act (FMLA) offers job protection for leave that might otherwise be considered excessive absences. Employees need to carefully comply with this policy to ensure they do not lose FMLA protection due to inaction or failure to provide the District with needed information. The FMLA provides up to twelve (12) work weeks (or, in some cases, twenty-six (26) weeks) of job-protected leave to eligible employees with absences that qualify under the FMLA. While an employee can request FMLA leave and has a duty to inform the District, as provided in this policy, of foreseeable absences that may qualify for FMLA leave, it is the District's ultimate responsibility to identify qualifying absences as FMLA or non-FMLA. FMLA leave is unpaid, except to the extent that paid leave applies to any given absence as governed by the FMLA and this policy.

SECTION ONE – FMLA LEAVE GENERALLY

Definitions

“Eligible Employee” is an employee who has:

1. Been employed by the District for at least twelve (12) months, which are not required to be consecutive; and
2. Performed at least 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.¹

“FMLA” is the Family and Medical Leave Act

“Health Care Provider” means:

- a. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices;
- b. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law;
- c. Nurse practitioners, nurse-midwives, clinical social workers and physician assistants who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law;
- d. Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts. Where an employee or family member is receiving treatment from a Christian Science practitioner, an employee may not object to any requirement from an employer that the employee or family member submit to examination (though not treatment) to obtain a second or third certification from a health care provider other than a Christian Science practitioner except as otherwise provided under applicable State or local law or collective bargaining agreement; or
- e. Any other person determined by the U.S. Secretary of Labor to be capable of providing health care services.

“Instructional Employee” is an employee whose principal function is to teach and instruct students in a class, a small group, or an individual setting and includes athletic coaches, driving instructors, preschool teachers, and special education assistants such as signers for the hearing impaired. The term does not include, and the special rules related to the taking of leave near the end of a semester do not apply to:

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



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.²

“Year” the twelve (12) month period of eligibility shall begin on July first of each school-year.³

Policy

The provisions of this policy are intended to be in line with the provisions of the FMLA. If any conflict(s) exist, the Family and Medical Leave Act of 1993, as amended, shall govern.

Leave Eligibility

The District will grant up to twelve (12) weeks of leave in a year in accordance with the FMLA, as amended, to its eligible employees for one or more of the following reasons:

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. To care for the spouse, son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition;
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee; and
5. Because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. (See Section Two)
6. To care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury. (See Section Two)

The entitlement to leave for reasons 1 and 2 listed above shall expire at the end of the twelve (12) month period beginning on the date of such birth or placement.

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



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.⁴

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.⁵ 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 applicability⁶ 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.⁷

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 parental, sick, personal, or vacation leave as may be applicable) for any period of FMLA leave.⁶

An employee who does not have enough accrued leave to cover the number of days of FMLA leave taken shall not have his/her number of contract days altered because some of the FMLA leave taken was unpaid.

Working at another Job while Taking FMLA for Personal or Family Serious Medical Condition

No employee on FMLA leave for their own serious medical condition may perform work at another, non-district job while on FMLA leave. Except as provided in policy 3.44, employees who do perform work at another, non-district job while on FMLA leave for their own serious medical condition will be subject to discipline, which could include termination or nonrenewal of their contract of employment.



No employee on FMLA leave for the serious medical condition of a family member may perform work at another, non-district job while on FMLA leave. Employees who do perform work at another, non-district job while on FMLA leave for the serious medical condition of a family member will be subject to discipline, which could include termination or nonrenewal of their contract of employment.

Health Insurance Coverage

The District shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the District. Additionally, if the District makes a change to its health insurance benefits or plans that apply to other employees, the employee on FMLA leave must be afforded the opportunity to access additional benefits and/or the same responsibility for changes to premiums. Any changes made to a group health plan that apply to other District employees, must also apply to the employee on FMLA leave. The District will notify the employee on FMLA leave of any opportunities to change plans or benefits. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit his/her portion of the cost of the group health plan coverage to the district's business office on or before it would be made by payroll deduction.⁸

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.⁹

If an employee gives unequivocal notice of an intent not to return to work, or if the employment relationship would have terminated if the employee had not taken FMLA leave, the District's obligation to maintain health benefits ceases.

If the employee fails to return from leave after the period of leave the employee was entitled has expired, the District may recover the premiums it paid to maintain health care coverage unless:

- a. The employee fails to return to work due to the continuation, reoccurrence, or onset of a serious health condition that entitles the employee to leave under reasons 3 or 4 listed above; and/or
- b. Other circumstances exist beyond the employee's control.

Circumstances under "a" listed above shall be certified by a licensed, practicing health care provider verifying the employee's inability to return to work.

Reporting Requirements During Leave

Unless circumstances exist beyond the employee's control, the employee shall inform the district every two (2) weeks¹⁰ during FMLA leave of his/her current status and intent to return to work.



Return to Previous Position

An employee returning from FMLA leave is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority. Specifically, upon returning from FMLA leave, a teacher may be assigned to another position that is not necessarily the same as the teacher's former job assignment. The employee may not be restored to a position requiring additional licensure or certification.

The employee's right to return to work and/or to the same or an equivalent position does not supersede any actions taken by the District, such as conducting a RIF, that the employee would have been subject to had the employee not been on FMLA leave at the time of the District's actions.

Leave Acquired Through Fraud

If it is discovered that an employee engaged in fraud or otherwise provided the District with documentation that includes a material misrepresentation of fact in order to receive FMLA leave, the District may discipline the employee up to and including termination.

Provisions Applicable to Section One

Employee Notice to District

Foreseeable Leave

When the need for leave is foreseeable for reasons 1 through 4 listed above, the employee shall provide the District with at least thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take leave for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may have his/her FMLA coverage of such leave delayed until thirty (30) days after the date the employee provides notice.

If there is a lack of knowledge of approximately when the leave will be required to begin, a change in circumstances, or an emergency, notice must be given as soon as practicable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

When the need for leave is for reasons 3 or 4 listed above, the eligible employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the District subject to the approval of the health care provider of the spouse, son, daughter, or parent of the employee.

If the need for FMLA leave is foreseeable less than thirty (30) days in advance, the employee shall notify the District as soon as practicable. If the employee fails to notify as soon as practicable, the District may delay granting FMLA leave for the number of days equal to the difference between the number of days in advance that the employee should have provided notice and when the employee actually gave notice.

Unforeseeable Leave

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



When the approximate timing of the need for leave is not foreseeable, an employee shall provide the District notice of the need for leave as soon as practicable given the facts and circumstances of the particular case.

Ordinarily, the employee shall notify the District within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, fax, email, or other electronic means. If the eligible employee fails to notify the District as required, unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

Medical Certification

Second and Third Opinions: In any case where the District has reason to doubt the validity of the initial certification provided, the District may require, at its expense, the employee to obtain the opinion of a second health care provider designated or approved by the employer. If the second opinion differs from the first, the District may require, at its expense, the employee to obtain a third opinion from a health care provider agreed upon by both the District and the employee. The opinion of the third health care provider shall be considered final and be binding upon both the District and the employee.

Recertification: The District may request, either orally or in writing, the employee obtain a recertification in connection with the employee's absence, at the employee's expense, no more often than every thirty (30) days unless one or more of the following circumstances apply:

- The original certification is for a period greater than thirty (30) days. In this situation, the District may require a recertification after the time of the original certification expires, but in any case, the District may require a recertification every six (6) months.
- The employee requests an extension of leave;
- Circumstances described by the previous certification have changed significantly; and/or
- The district receives information that casts doubt upon the continuing validity of the certification.

The employee must provide the recertification within fifteen (15) calendar days after the District's request.

No second or third opinion on a recertification may be required.

The District may deny FMLA leave if an eligible employee fails to provide a requested certification.

Substitution of Paid Leave

When an employee's leave has been designated as FMLA leave for reasons 1 (as applicable), 2, 3, or 4 above, the District requires employees to substitute accrued sick, vacation, or personal leave for the period of FMLA leave in addition to leave taken under the District's parental leave policy.¹¹

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 Work¹²

If the District’s written designation determination that the eligible employee’s leave qualified as FMLA leave under reason 4 above stated that the employee would have to provide a “fitness-for-duty” certification from a health care provider for the employee to resume work, the employee must provide such certification prior to returning to work. The employee’s failure to do so voids the District’s obligation to reinstate the employee under the FMLA and the employee shall be terminated.

If the District’s written designation determination that the eligible employee’s leave qualified as FMLA leave under reason 4 above stated that the employee would have to provide a “fitness-for-duty” certification from a health care provider for the employee to resume work **and** the designation determination listed the employee’s essential job functions, the employee must provide certification that the employee is able to perform those functions prior to returning to work. The employee’s failure to do so or his/her inability to perform his/her job’s essential functions voids the District’s obligation to reinstate the employee under the FMLA and the employee shall be terminated.

Failure to Return to Work

In the event that an employee is unable or fails to return to work within FMLA's leave timelines, the superintendent will make a determination at that time regarding the documented need for a severance of the employee’s contract due to the inability of the employee to fulfill the responsibilities and requirements of his/her contract.

Intermittent or Reduced Schedule Leave

To the extent practicable, employees requesting intermittent or reduced schedule leave shall provide the District with not less than thirty (30)days' notice, before the date the leave is to begin, of the employee's intention to take leave.

Eligible employees may only take intermittent or reduced schedule leave for reasons 1 and 2 listed above if the District agrees to permit such leave upon the request of the employee. If the District agrees to permit an employee to take intermittent or reduced schedule leave for such reasons, the agreement shall be consistent with this policy’s requirements governing intermittent or reduced schedule leave. The employee may be transferred temporarily during the period of scheduled intermittent or reduced leave to an alternative position that the employee is qualified for and that better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties.

Eligible employees may take intermittent or reduced schedule FMLA leave due to reasons 3 or 4 listed above when the medical need is best accommodated by such a schedule. The eligible employee shall



make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider.

When granting leave on an intermittent or reduced schedule for reasons 3 or 4 above that is foreseeable based on planned medical treatment, the District may temporarily transfer non-instructional, eligible employees for the period of scheduled intermittent or reduced leave to an alternative position that the employee is qualified for and that better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave for reasons 3 or 4 above that is foreseeable based on planned medical treatment and the employee would be on leave for greater than twenty percent (20%) of the total number of working days in the period during which the leave would extend, the district may require the employee to elect either to:

- a. Take medical leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
- b. Transfer temporarily to an available alternative position offered by the employer that the employee is qualified for, has equivalent pay and benefits, and better accommodates recurring periods of leave than the regular employment position of the employee.

If the employee chooses to transfer to an alternative position, the alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

An eligible instructional employee who needs intermittent leave or leave on a reduced leave schedule for reasons 3 or 4 above may not be transferred to an alternative position during the period of the employee's intermittent or reduced leave schedule if, based on the foreseeable planned medical treatment, the employee would be on leave for twenty percent (20%) or less of the total number of working days over the period the leave would extend.

Instructional employees are not required to request intermittent leave when the instructional employee's FMLA leave spans a period when school is closed, such as for winter, spring, or summer breaks; in addition, the time the school is closed is not counted when calculating the amount of FMLA leave the instructional employee has used.

Leave taken by eligible instructional employees near the end of the semester

In any of the following scenarios, if the District chooses to require the eligible, instructional employee to stay on leave until the end of the semester, only the portion of the leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. The required non-FMLA leave will not be considered excessive absenteeism.



Leave more than five (5) weeks prior to end of the semester

If the eligible, instructional employee begins leave, due to reasons 1 through 4 listed above, more than five (5) weeks prior to the end of the academic term, the District may require the employee to continue taking leave until the end of the semester, if:

1. The leave is of at least three (3) weeks duration; and
2. The return to employment would occur during the three (3) week period before the end of the semester.

Leave less than five (5) weeks prior to end of the semester

If the eligible, instructional employee begins leave, due to reasons 1, 2, or 3 listed above, during the period that commences five (5) weeks prior to the end of the academic term, the District may require the employee to continue taking leave until the end of the semester, if:

- a. The leave is of greater than two (2) weeks duration; and
- b. The return to employment would occur during the two (2) week period before the end of the semester.

Leave less than three (3) weeks prior to end of the semester

If the eligible, instructional employee begins leave, due to 1, 2, or 3 listed above, during the period that commences three (3) weeks prior to the end of the semester and the duration of the leave is greater than five (5) working days, the District may require the employee to continue to take leave until the end of the semester.

SECTION TWO - FMLA LEAVE CONNECTED TO MILITARY SERVICE

Leave Eligibility

The FMLA provision of military associated leave is in two categories. Each one has some of its own definitions and stipulations. Therefore, they are dealt with separately in this Section of the policy. Definitions different than those in Section One are included under the respective reason for leave. Definitions that are the same as in Section One are NOT repeated in this Section.

QUALIFYING EXIGENCY

An eligible employee may take FMLA leave for any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. Examples include issues involved with short-notice deployment, military events and related activities, childcare and school activities, the need for financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and other activities as defined by federal regulations.¹³

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.

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



“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.

Certification¹⁴

The District may require the eligible employee to obtain certification to help the district determine if the requested leave qualifies for FMLA leave for the purposes of a qualifying exigency. The District may deny FMLA leave if an eligible employee fails to provide the requested certification.

Employee Notice to District

Foreseeable Leave

When the necessity for leave for any qualifying exigency is foreseeable, whether because the spouse, son, daughter, or parent of the employee is on covered active duty, or because of notification of an impending call or order to covered active duty, the employee shall provide such notice to the District as is reasonable and practicable regardless of how far in advance the leave is foreseeable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

Unforeseeable Leave

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the District notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the District within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, fax, email, or other electronic means. If the eligible employee fails to notify the District as required unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

Substitution of Paid Leave

When an employee's leave has been designated as FMLA leave for any qualifying exigency, the District requires employees to substitute accrued vacation, or personal leave for the period of FMLA leave.

Intermittent or Reduced Schedule Leave

Eligible employees may take intermittent or reduced schedule leave for any qualifying exigency. The employee shall provide the district with as much notice as is practicable.

Leave taken by an eligible instructional employee more than five (5) weeks prior to end of the semester

If an eligible, instructional employee begins leave due to any qualifying exigency more than five (5) weeks prior to the end of the semester, the District may require the employee to continue taking leave until the end of the semester, if:

1. The leave is of at least three (3) weeks duration; and
2. The return to employment would occur during the three (3) week period before the end of the semester.



If the District chooses to require the eligible, instructional employee to stay on leave until the end of the semester, only the portion of the leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement.

SERIOUS ILLNESS

An eligible employee is eligible for leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury under the following conditions and definitions.

Definitions

"Covered Servicemember" is:

1. A member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
2. A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

"Outpatient Status", used in respect to a covered service member, means the status of a member of the Armed Forces assigned to:

- a. A military medical treatment facility as an outpatient; or
- b. A unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

"Parent of a covered servicemember" is a covered servicemember's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents "in law."

"Serious Injury or Illness":

- A. In the case of a member of the Armed Forces, including the National Guard or Reserves, it means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
- B. In the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or 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.²



“Year”, for leave to care for the serious injury or illness of a covered service member, the twelve (12) month period begins on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends twelve (12) months after that date.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of twenty-six (26) weeks of leave during one twelve (12) month period to care for the service member who has a serious injury or illness as defined in this policy. An eligible employee who cares for such a covered service member continues to be limited for reasons 1 through 4 in Section One and for any qualifying exigency to a total of twelve (12) weeks of leave during a year as defined in this policy. For example, an eligible employee who cares for such a covered service member for sixteen (16) weeks during a twelve (12) month period could only take a total of ten (10) weeks for reasons 1 through 4 in Section One and for any qualifying exigency. An eligible employee may not take more than twelve (12) weeks of FMLA leave for reasons 1 through 4 in Section One and for any qualifying exigency regardless of how little leave the eligible employee may take to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury.

If a legally married couple are both eligible employees employed by the District, the legally married couple are entitled to a combined total of twenty-six (26) weeks of leave during one twelve (12) month period to care for their spouse, son, daughter, parent, or next of kin who is a covered service member with a serious injury or illness, as defined in this policy. The leave taken by a legally married couple who care for such a covered service member continues to be limited to a total of twelve (12) weeks of FMLA leave for reasons 1 through 4 in Section One and for any qualifying exigency during a year, as defined in this policy, regardless of whether or not the legally married couple uses less than a combined total of fourteen (14) weeks to care for a covered service member with a serious injury or illness; moreover, the legally married couple’s twelve (12) weeks are combined when taken for reasons 1, 2, or to care for a parent under reason 3 in Section One.

For example, a legally married couple who are both eligible employees and who care for such a covered service member for sixteen (16) weeks during a twelve (12) month period could:

1. Each take up to ten (10) weeks for reason 4 in section 1 or a qualifying exigency;
2. Take a combined total of ten (10) weeks for reasons 1, 2, or to care for a parent under reason 3 in Section One; or
3. Take a combination of numbers 1 and 2 that totals ten (10) weeks of leave.

Medical Certification¹⁵

The District may require the eligible employee to obtain certification of the covered service member’s serious health condition to help the District determine if the requested leave qualifies for FMLA leave. The District may deny FMLA leave if an eligible employee fails to provide the requested certification.

Employee Notice to District

Foreseeable Leave

When the need for leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury is clearly foreseeable at least thirty (30) days in advance, the employee shall provide the District with no less than thirty (30) days’ notice before the date the employee intends for the leave to begin for the specified reason. An eligible employee who has no reasonable excuse for his/her



failure to provide the District with timely advance notice of the need for FMLA leave may have his/her FMLA coverage of such leave delayed until thirty (30)days after the date the employee provides notice.

If the need for FMLA leave is foreseeable less than thirty (30)days in advance, the employee shall notify the District as soon as practicable. If the employee fails to notify as soon as practicable, the District may delay granting FMLA leave for an amount of time equal to the difference between the length of time that the employee should have provided notice and when the employee actually gave notice.

When the need for leave is to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the district subject to the approval of the health care provider of the spouse, son, daughter, or parent of the employee.

Unforeseeable Leave

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the District notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the District within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, fax, email, or other electronic means. If the eligible employee fails to notify the District as required, unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

Substitution of Paid Leave

When an employee's leave has been designated as FMLA leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury, the District requires employees to substitute accrued sick, vacation, or personal leave for the period of FMLA leave.

Intermittent or Reduced Schedule Leave

To the extent practicable, employees requesting intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury shall provide the District with at least thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take leave.

Eligible employees may take intermittent or reduced schedule FMLA leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury when the medical need is best accommodated by such a schedule. The eligible employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider.

When granting leave on an intermittent or reduced schedule to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury that is foreseeable based on planned medical treatment, the District may temporarily transfer non-instructional eligible employees for the period of scheduled intermittent or reduced leave to an alternative position that the employee is qualified for and that better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or



equivalent job as he/she had when the leave began. Specifically, upon returning from FMLA leave, an employee may be assigned to another position that is not necessarily the same as the employee's former job assignment. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury that is foreseeable based on planned medical treatment and the employee would be on leave for greater than twenty percent (20%) of the total number of working days in the period during which the leave would extend, the District may require the employee to choose either to:

- a. Take medical leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
- b. Transfer temporarily to an available alternative position offered by the employer that the employee is qualified for, has equivalent pay and benefits, and better accommodates recurring periods of leave than the regular employment position of the employee.

If the employee chooses to transfer to an alternative position, the alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. Specifically, upon returning from FMLA leave, a teacher may be assigned to another position that is not necessarily the same as the teacher's former job assignment. The employee will not be required to take more FMLA leave than necessary to address the circumstances that required the need for the leave.

An eligible instructional employee, who needs intermittent leave or leave on a reduced leave schedule to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury, may not be transferred to an alternative position during the period of the employee's intermittent or reduced leave schedule if, based on the foreseeable planned medical treatment, the employee would be on leave for twenty percent (20%) or less of the total number of working days over the period the leave would extend.

Leave taken by eligible instructional employees near the end of the academic semester

In any of the following scenarios, if the district chooses to require the eligible, instructional employee to stay on leave until the end of the semester, only the portion of the leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. The excess non-FMLA leave will not be considered excessive absenteeism.

Leave more than five (5) weeks prior to end of the semester

If the eligible, instructional employee begins leave, for any qualifying exigency or to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury more than five (5) weeks prior to the end of the semester, the District may require the employee to continue taking leave until the end of the semester, if:

1. The leave is of at least three (3) weeks duration; and
2. The return to employment would occur during the three (3) week period before the end of the semester.

Leave less than five (5) weeks prior to end of the semester

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



If the eligible, instructional employee begins leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury during the period that commences five (5) weeks prior to the end of the semester, the District may require the employee to continue taking leave until the end of the semester, if:

- a. The leave is of greater than two (2) weeks duration; and
- b. The return to employment would occur during the two (2) week period before the end of the semester.

Leave less than three (3) weeks prior to end of the semester

If the eligible, instructional employee begins leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury during the period that commences three (3) weeks prior to the end of the semester and the duration of the leave is greater than five (5) working days, the District may require the employee to continue to take leave until the end of the semester.

Notes: This policy is similar to Policy 8.23. If you change this policy, review 8.23 at the same time to ensure applicable consistency between the two.

All school districts are covered under the Family Medical Leave Act and are required to keep certain payroll and employee identification records and post pertinent notices regarding FMLA for its employees; however, employees are only eligible for FMLA benefits if the district has fifty (50) or more employees within a seventy-five (75) mile radius of the district's offices. Your district may choose to offer FMLA benefits to your employees even though they are not technically eligible. If your district has less than fifty (50) employees and chooses not to offer FMLA benefits, replace the above policy with the following language to inform your employees of why FMLA benefits do not apply to them and to help avoid possible confusion resulting from the posting of FMLA notices:

Employees are eligible for benefits under the Family Medical Leave Act when the district has fifty (50) or more employees. The Gentry School District School District has less than fifty (50) employees and therefore employees are not eligible for FMLA benefits.

Determining whether an absence qualifies as FMLA leave is a **DISTRICT** responsibility and not the employee's. While much of the statutes' language refers to an employee's request for FMLA leave, the employee has **NO** mandatory responsibility for initiating the exchange of information that might relate his/her absence to that of the FMLA. The District has the right and the duty to ask for enough information concerning an employee's absence to make a determination. The employee has the responsibility and duty to respond to questions asked in an effort for the District to make the initial determination. Any issue of medical certification to be provided by the employee is secondary to that of informal questioning to determine whether the absence does in fact, fall under the FMLA umbrella. The District must fulfill its responsibility for the posting of employee FMLA notice requirements to make those requirements enforceable. This is done through posting the notices available at the link in footnote #4 **AND** by the employee's receipt of this policy in the employee handbook.

¹ It is possible for a full time employee to be eligible for FMLA leave one year and not the next. For example, if an employee on a 190 day contract takes the full twelve (12) weeks of FMLA



leave in year one, that would mean the employee only worked 130 days. Assuming the employee is credited for eight (8) hours per workday, the employee would have only worked 1040 hours during that time (130 x 8=1040), which would make the employee ineligible for FMLA leave for the year following the year that the employee took the leave.

² The Wage and Hour Division of the Department of Labor has issued a Guidance to help interpret the scope of the definition of “son or daughter” as it applies to an employee standing “in loco parentis” to a child. The following quote from the Guidance is offered to give an idea of the complexity of the definition. (The Guidance, in full, is available by calling the ASBA office or at the link in footnote #4.)

Congress intended the definition of “son or daughter” to reflect “the reality that many children in the United States today do not live in traditional ‘nuclear’ families with their biological father and mother. Increasingly, those who find themselves in need of workplace accommodation of their child care responsibilities are not the biological parent of the children they care for, but their adoptive, step, or foster parents, their guardians, or sometimes simply their grandparents or other relatives or adults.” Congress stated that the definition was intended to be “construed to ensure that an employee who actually has day-to-day responsibility for caring for a child is entitled to leave even if the employee does not have a biological or legal relationship to that child.”

³ Districts can choose one of four (4) possible “twelve (12) month periods.” Each one has possible advantages and disadvantages. Choose the one that will work best for your district. The four (4) options are:

- 1) ~~the calendar year;~~
- 2) Any fixed twelve (12) month leave year such as a fiscal year or a year starting on an employee’s “anniversary” date; (July 1-June 30)
- 3) ~~The twelve (12) month period measured forward from the date any employee’s first FMLA leave for reasons 1 through 5 begins;~~
- 4) ~~A rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave for reasons 1 through 5.~~

⁴ A Department of Labor poster along with several additional forms that are necessary to fulfill FMLA’s requirements are available at <http://www.dol.gov/whd/fmla/index.htm>. Please note that the DOL forms lack the required disclaimer required by the Genetic Information Nondiscrimination Act (GINA). We suggest that you include the following language taken from the final rule implementing the GINA:

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. “Genetic information,” as defined by GINA, includes an individual’s family medical history, the results of an individual’s or family member’s genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



⁵ We suggest you use the Department of Labor’s *Notice of Eligibility and Rights and Responsibilities* form (otherwise known as WH-381) to help you fulfill the requirements of this section. It’s available at the link in footnote #4 or by calling the ASBA office. When making the determination, we suggest initially erring on the side of granting it. Retroactively designating leave as FMLA has more potential liability for the district if the employee can demonstrate the initial failure to grant the leave under FMLA caused him/her harm or injury. If due to receipt of the medical certification, it turns out that the leave does not qualify, you will need to readjust the available FMLA leave accordingly.

⁶ As used in this policy, “applicable” is a very important word. Some leave taken under FMLA also applies to sick leave and therefore, the employee will get paid for the leave to the extent the employee has sick leave accrued. Other leave taken under FMLA is not applicable to sick leave and therefore the FMLA leave is unpaid. For instance, “applicable leave” in terms of time taken under FMLA due to the birth of a child will vary depending on the language in your District’s policy on sick leave and whether your district has adopted a paid parental leave policy in addition to sick leave. For instance, if sick leave may be taken “for reason of personal illness or illness in the immediate family” (based on the statutory definition in A.C.A. § 6-17-1202, and an employee gives birth to a child, she may take sick leave for the amount of time that her personal physician deems it necessary for her to physically recover from childbirth. Once the medically necessary time has passed, sick leave is no longer appropriate and cannot be used. While under the FMLA, the employee could take additional time off work, she would need to take unpaid FMLA leave for this purpose, unless she had personal ~~days~~ or vacation days available or your district had adopted a paid parental leave policy in addition to other forms of leave. However, if your district has a much more liberal definition of sick leave in District policy, the results could be entirely different. Another example would be the potential for overlap between pregnancy complications that arise to the level of a “serious health condition.” For instance, pregnancy complications that rose to the level of a “serious health condition” would qualify for both, while missing work for a dentist’s appointment would qualify for sick leave, but would not qualify for FMLA leave. Consult policy 3.8—LICENSED PERSONNEL SICK LEAVE when making the determination of what sick leave qualifies under both policies. If your district did not adopt a paid parental leave policy in addition to other forms of leave, do not include it in the list of leave options here.

⁷ There are several issues that must be addressed in the written notice. The *Designation Notice* (WH-382) available from the Wage and Hour Division of the US Department of Labor is a good way to both give your employee written notice and help ensure you have included the necessary information in the notice. The *Designation Notice* is available at the link contained in footnote #4 or by calling the ASBA office.

⁸ The District cannot cancel an employee’s insurance for the employee’s failure to pay his/her share of the premium until the payment is thirty (30) or more days late. The District must give prior, written notice to the employee at least fifteen (15) days prior to the cancellation of the policy stating that the policy will be terminated on a given date if payment is not received by that date, which must be at least fifteen (15) days from the date of the letter.



⁹ Due to the district's liability for meeting the requirement of this paragraph and similar obligations for life insurance premiums or other benefits, the District needs to consider picking up the costs of such premiums during an employee's **unpaid** FMLA leave **if** the employee fails to pay his/her share of the costs. If the District elects to maintain such benefits during the leave, at the conclusion of leave the District is entitled to recover only the costs incurred for paying the employee's share of any premiums whether or not the employee returns to work. To help you decide if you should choose to pay premium costs in such a situation, the following excerpt from 29 CFR 825.212(c):

If coverage lapses because an employee has not made required premium payments, upon the employee's return from FMLA leave the employer must still restore the employee to coverage/benefits equivalent to those the employee would have had if leave had not been taken and the premium payment(s) had not been missed, including family or dependent coverage. See § 825.215(d)(1) through (5). In such case, an employee may not be required to meet any qualification requirements imposed by the plan, including any new preexisting condition waiting period, to wait for an open season, or to pass a medical examination to obtain reinstatement of coverage. If an employer terminates an employee's insurance in accordance with this section and fails to restore the employee's health insurance as required by this section upon the employee's return, the employer may be liable for benefits lost by reason of the violation, for other actual monetary losses sustained as a direct result of the violation, and for appropriate equitable relief tailored to the harm suffered.

¹⁰ You may choose the time interval of the required duty to report, but it must be reasonable.

¹¹ ASBA model policy 3.8—LICENSED PERSONNEL SICK LEAVE includes language entitling employees with up to fifteen (15) days of sick leave in a school-year for issue relating to the adoption of a child. If you have not adopted this provision, delete #2 from this sentence. Include reason #1 if you have a liberal sick leave policy that would permit leave to be taken for bonding with a new born son or daughter. **If your district did not adopt a paid parental leave policy in addition to other forms of leave, do not include the reference to it here.**

¹² The Department of Labor's *Designation Notice* has entries that address this section's requirements. It's very helpful. For this section, you will need both the *Designation Notice* (WH-382) and the appropriate *Medical Certification form* (WH-380-E or WH-380-F); the *Designation Notice* to fulfill your notice requirements and the medical certification form to enable you to determine if the employee's leave is actually covered under the FMLA. They are available at the link in footnote #4 or by calling the ASBA office.

¹³ The types and amounts of leave available for a particular type of qualifying exigency are covered in 29 C.F.R. § 825.126. Call the ASBA office for a copy.

¹⁴ You can use WH-384, *Certification of Qualifying Exigency for Military Family Leave* to obtain the certification. It's available at the link in footnote #4 or by calling the ASBA office.

¹⁵ You can use WH-385, *Covered Service Member Serious Injury* form to obtain the certification. It's available at the link in footnote #4 or by calling the ASBA office.



Cross References: 3.8—LICENSED PERSONNEL SICK LEAVE
3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT
3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND
WORKERS’ COMPENSATION
3.56—LICENSED PERSONNEL Parental LEAVE

Legal References: 29 USC §§ 2601 et seq.
29 CFR part 825
A.C.A. § 6-17-122

Date Adopted: 4/15/2019
Last Revised: 6.19.23

29 CFR 825.113 - What is a “serious health condition” entitling an employee to FMLA leave?

- (a) For purposes of FMLA, “serious health condition” entitling an employee to FMLA leave means an illness, injury, impairment or physical or mental condition that involves inpatient care as defined in § 825.114 or continuing treatment by a health care provider as defined in § 825.115.
- (b) The term “incapacity” means inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom.
- (c) The term “treatment” includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. A regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.
- (d) Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not “serious health conditions” unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met. Mental illness or allergies may be serious health conditions, but only if all the conditions of this section are met.

29 CFR 825.114 - Inpatient Care

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



Inpatient care means an overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity as defined in § 825.113(b), or any subsequent treatment in connection with such inpatient care

29 CFR 825.115 - Continuing Treatment

A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

(a) Incapacity and treatment. A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

(1) Treatment two or more times, within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or

(2) Treatment by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the health care provider.

(3) The requirement in paragraphs (a)(1) and (2) of this section for treatment by a health care provider means an in-person visit to a health care provider. The first (or only) in-person treatment visit must take place within seven days of the first day of incapacity.

(4) Whether additional treatment visits or a regimen of continuing treatment is necessary within the 30-day period shall be determined by the health care provider.

(5) The term “extenuating circumstances” in paragraph (a)(1) of this section means circumstances beyond the employee's control that prevent the follow-up visit from occurring as planned by the health care provider. Whether a given set of circumstances are extenuating depends on the facts. For example, extenuating circumstances exist if a health care provider determines that a second in-person visit is needed within the 30-day period, but the health care provider does not have any available appointments during that time period.

(b) Pregnancy or prenatal care. Any period of incapacity due to pregnancy, or for prenatal care. See also § 825.120.

(c) Chronic conditions. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

(1) Requires periodic visits (defined as at least twice a year) for treatment by a health care provider, or by a nurse under direct supervision of a health care provider;

(2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and



(3) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

(d) Permanent or long-term conditions. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

(e) Conditions requiring multiple treatments. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, for:

(1) Restorative surgery after an accident or other injury; or

(2) A condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

(f) Absences attributable to incapacity under paragraph (b) or (c) of this section qualify for FMLA leave even though the employee or the covered family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three consecutive, full calendar days. For example, an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain level. An employee who is pregnant may be unable to report to work because of severe morning sickness.



3.33—ASSIGNMENT OF EXTRA DUTIES FOR LICENSED PERSONNEL

From time to time extra duties may be assigned to licensed personnel by the school principal or the Superintendent as circumstances dictate.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 4/15/2019

Last Revised:

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



3.35—LICENSED PERSONNEL BENEFITS

The Gentry School District provides its licensed personnel benefits consisting of the following.

1. The priceless reward of helping shape the life and future of our children;
2. Health insurance assistance;
3. Contribution to the teacher retirement system;
4. One sick leave day per contract calendar month, or greater portion thereof; and
5. 2 Personal days.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 4/15/2019

Last Revised:

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



3.36— LICENSED PERSONNEL RENEWAL AND TERMINATION

Renewal

When determining whether to make a recommendation of renewal of an employee's contract to the District's Board of Directors, the superintendent, with input from the appropriate employee's supervisor, shall make the determination based upon the following, as applicable:

1. Effectiveness, including the employee's evaluations;
2. Performance, including disciplinary infractions;
3. Qualifications, including licensure areas, relevant education degrees, and the educator career continuum.

Seniority shall be used in determining whether or not an employee shall be renewed only when determining whom to renew and all else is equal between the employees in question.

If the superintendent finds probable cause that an employee has engaged in sexual misconduct with a minor, then the superintendent shall not recommend the renewal of the employee.

Following the superintendent's recommendation for renewal and approval by the Board, a copy of the next year's employment contract shall be provided to each employee.

Termination

The superintendent is empowered to make a recommendation to terminate an employee's employment contract to the Board for an employee's violation of District policies; State or Federal laws; State Rules; or Federal regulations. If the superintendent determines that it is necessary to make a recommendation for termination, the superintendent shall provide the employee written notice of the superintendent's intention to recommend that the employee be terminated. The written notice may be mailed to the employee's address on file with the District, e-mailed to the employee's District provided e-mail address, or hand delivered to the employee. The written notice shall contain a statement:

- Of the grounds for the recommendation of termination that are set forth in separately numbered paragraphs;
- Of the date, time, and location when the superintendent's recommendation for termination shall be presented to the Board, which shall be no earlier than ten (10) days and no later than the next regular scheduled Board meeting following the ten (10) day period unless another date is agreed to in writing by the superintendent and the employee;
- That time shall be provided for the employee to provide a defense against the recommendation for termination at a hearing before the Board;
- That the hearing before the Board shall be open to the public; and
- That the superintendent shall present the reason for recommending termination of the employee to the Board in executive session should the employee choose not to attend the hearing or choose not to provide a defense at the hearing.

The superintendent shall provide the employee written notification of the Board's decision regarding the recommendation for termination as soon as possible by mail to the employee's address on file with the District, e-mail to the employee's District provided e-mail address, or hand delivery to the employee.



Note: A.C.A. § 6-17-301 allows the board to enter into employment contracts for up to three (3) years instead of annual contracts. An option would be to include language allowing the superintendent to make a recommendation for a multi-year, not to exceed three (3) years, contract with employees based on an employee's effectiveness and qualifications.

Legal References: A.C.A. § 6-13-636
 A.C.A. § 6-17-201
 A.C.A. § 6-17-301
 A.C.A. §6-17-407
 A.C.A. §§ 6-17-2801 et seq.

Date Adopted: 4/15/2019
Last Revised:6.19.2023

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



3.37—ASSIGNMENT OF TEACHER AIDES

The assignment of teacher aides shall be made by the principal or his/her designee. Changes in the assignments may be made as necessary due to changes in the student population, teacher changes, and to best meet the educational needs of the students.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 4/15/2019

Last Revised:

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



3.38—LICENSED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

Teachers and other school employees who have witnessed, or are reliably informed that, a student has been a victim of bullying as defined in this policy, including a single action which if allowed to continue would constitute bullying, shall report the incident(s) to the principal, or designee. The principal, or designee, shall be responsible for investigating the incident(s) to determine if disciplinary action is warranted.

The person or persons reporting behavior they consider to be bullying shall not be subject to retaliation or reprisal in any form.

District staff are required to help enforce implementation of the district's anti-bullying policy. The district's definition of bullying is included below. Students who bully another person are to be held accountable for their actions whether they occur on school equipment or property; off school property at a school-sponsored or school-approved function, activity, or event; or going to or from school or a school activity. Students are encouraged to report behavior they consider to be bullying, including a single action which if allowed to continue would constitute bullying, to their teacher or the building principal. The report may be made anonymously.

A school principal, or designee, who receives a credible report or complaint of bullying shall promptly investigate the complaint or report and make a record of the investigation and any action taken as a result of the investigation.

District employees are held to a high standard of professionalism, especially when it comes to employee-student interactions. Actions by a District employee towards a student that would constitute bullying if the act had been performed by a student shall result in disciplinary action, up to and including termination. This policy governs bullying directed towards students and is not applicable to adult on adult interactions. Therefore, this policy does not apply to interactions between employees. Employees may report workplace conflicts to their supervisor. In addition to any disciplinary actions, the District shall take appropriate steps to remedy the effects resulting from bullying.

Definitions:

“Attribute” means an actual or perceived personal characteristic including without limitation race, color, religion, ancestry, national origin, socioeconomic status, academic status, disability, gender, gender identity, physical appearance, health condition, or sexual orientation;

“Bullying” means the intentional harassment, intimidation, humiliation, ridicule, defamation, or threat or incitement of violence by a student against another student or public school employee by a written, verbal, electronic, or physical act that may address an attribute of the other student, public school employee, or person with whom the other student or public school employee is associated and that causes or creates actual or reasonably foreseeable:

- Physical harm to a public school employee or student or damage to the public school employee's or student's property;
- Substantial interference with a student's education or with a public school employee's role in education;



- A hostile educational environment for one (1) or more students or public school employees due to the severity, persistence, or pervasiveness of the act; or
 - Substantial disruption of the orderly operation of the school or educational environment;
- “Electronic act” means without limitation a communication or image transmitted by means of an electronic device, including without limitation a telephone, wireless phone or other wireless communications device, computer, or pager that results in the substantial disruption of the orderly operation of the school or educational environment.

Electronic acts of bullying are prohibited whether or not the electronic act originated on school property or with school equipment, if the electronic act is directed specifically at students or school personnel and maliciously intended for the purpose of disrupting school, and has a high likelihood of succeeding in that purpose;

“Harassment” means a pattern of unwelcome verbal or physical conduct relating to another person's constitutionally or statutorily protected status that causes, or reasonably should be expected to cause, substantial interference with the other's performance in the school environment; and

“Substantial disruption” means without limitation that any one or more of the following occur as a result of the bullying:

- Necessary cessation of instruction or educational activities;
- Inability of students or educational staff to focus on learning or function as an educational unit because of a hostile environment;
- Severe or repetitive disciplinary measures are needed in the classroom or during educational activities; or
- Exhibition of other behaviors by students or educational staff that substantially interfere with the learning environment.

Examples of “Bullying” may include but are not limited to a pattern of behavior involving one or more of the following:

1. Sarcastic comments “compliments” about another student’s personal appearance or actual or perceived attributes,
2. Pointed questions intended to embarrass or humiliate,
3. Mocking, taunting or belittling,
4. Non-verbal threats and/or intimidation such as “fronting” or “chesting” a person,
5. Demeaning humor relating to a student’s actual or perceived attributes,
6. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
7. Blocking access to school property or facilities,
8. Deliberate physical contact or injury to person or property,
9. Stealing or hiding books or belongings,
10. Threats of harm to student(s), possessions, or others,
11. Sexual harassment, as governed by policy 3.26, is also a form of bullying, and/or
12. Teasing or name-calling related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether the student self-identifies as homosexual or transgender (Examples: “Slut”, “You are so gay.”, “Fag”, “Queer”).



Legal Reference: A.C.A. § 6-18-514

Date Adopted: 4/15/2019 Last Revised:

3.39—LICENSED PERSONNEL RECORDS AND REPORTS

The superintendent or his/her designee shall determine, by individual or by position, those records a teacher is responsible to keep and those reports he/she is required to maintain. It is a requirement of employment that all required records and reports be completed, submitted, or otherwise tendered, and be accepted by the principal or superintendent as complete and satisfactory, before the last month's pay will be released to the licensed employee.

Legal Reference: A.C.A. § 6-17-104

Date Adopted: 4/15/2019

Last Revised:

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



3.40—LICENSED PERSONNEL DUTIES AS MANDATED REPORTERS

It is the statutory duty of school district employees to:

- If the employee has reasonable cause to suspect child abuse or maltreatment, then the employee shall directly and personally report these suspicions to the Arkansas Child Abuse Hotline: by calling 1-800-482-5964; **or by submitting a report through the online reporting system**. Failure to report suspected child abuse, maltreatment, or neglect through 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.
- If the employee has a good faith belief that there is a serious and imminent threat to the public based on a threat made by an individual regarding violence in or targeted at a school that has been communicated to the employee in the ordinary course of his/her professional duties, then the employee shall make every attempt to immediately notify law enforcement of the serious and imminent threat to the public and have notified law enforcement within twenty-four (24) hours of learning of the serious and imminent threat to the public.

The duty of mandated reporters to report suspected child abuse or maltreatment or serious and imminent threats to the public is a direct and personal duty, and cannot be assigned or delegated to another person. There is no duty to investigate, confirm or substantiate statements a student may have made which form the basis of the reasonable cause to believe that the student may have been abused or subjected to maltreatment by another person or that form the basis of the serious and imminent threat to the public; 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; that a serious and imminent threat to the public exists; or to rule out such a belief¹.

Employees and volunteers who notify the Child Abuse Hotline or who report serious and imminent threats to the public to law enforcement in good faith are immune from civil liability and criminal prosecution.

By law, no school district or school district employee may prohibit or restrict an employee or volunteer from directly reporting suspected child abuse, maltreatment, or a serious and imminent threat to the public, or require that any person notify or seek permission from any person before making a report to the Child Abuse Hotline or law enforcement.

Notes: This policy is similar to Policy 8.34. If you change this policy, review 8.34 at the same time to ensure applicable consistency between the two.

¹ This is a delicate matter and the district would be wise to avail itself of professional development in this area available from DHS and other sources. A.C.A. § 6-61-133 requires



professional development related to child maltreatment for licensed employees. Policy 3.6—
LICENSED PERSONNEL EMPLOYEE TRAINING includes language covering this topic.

Legal References: A.C.A. § 6-18-110
 A.C.A. § 12-18-107
 A.C.A. § 12-18-201 et seq.
 A.C.A. § 12-18-302
 A.C.A. § 12-18-402

Date Adopted: 4/15/2019
Last Revised:6.19.23

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



3.41—LICENSED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING

The Board of Directors has a responsibility to maintain discipline, protect the safety, security, and welfare of its students, staff, and visitors while at the same time safeguarding district facilities, vehicles, and equipment. As part of fulfilling this responsibility, the board authorizes the use of video/audio surveillance cameras, automatic identification, data compilation devices, and technology capable of tracking the physical location of district equipment, students, and/or personnel.

The placement of video/audio surveillance cameras shall be based on the presumption and belief that students, staff and visitors have no reasonable expectation of privacy anywhere on or near school property, facilities, vehicles, or equipment, with the exception of places such as rest rooms or dressing areas where an expectation of bodily privacy is reasonable and customary.

Signs shall be posted on district property and in or on district vehicles to notify students, staff, and visitors that video cameras may be in use. Violations of school personnel policies or laws caught by the cameras and other technologies authorized in this policy may result in disciplinary action.

The district shall retain copies of video recordings until they are erased which may be accomplished by either deletion or copying over with a new recording.

Videos, automatic identification, or data compilations containing evidence of a violation of district personnel policies and/or state or federal law shall be retained until the issue of the misconduct is no longer subject to review or appeal as determined by board policy or staff handbook; any release or viewing of such records shall be in accordance with current law.

Staff who vandalize, damage, defeat, disable, or render inoperable (temporarily or permanently) surveillance cameras and equipment, automatic identification, or data compilation devices shall be subject to appropriate disciplinary action and referral to appropriate law enforcement authorities.

Video recordings and automatic identification or data compilation records may become a part of a staff member's personnel record.

Date Adopted: 4/15/2019

Last Revised:



3.42—OBTAINING and RELEASING STUDENT’S FREE AND REDUCED PRICE MEAL ELIGIBILITY INFORMATION

Obtaining Eligibility Information

A fundamental underpinning of the National School Lunch and School Breakfast Programs (Programs) is that in their implementation, there will be no physical segregation of, discrimination against, or overt identification of children who are eligible for the Program's benefits. While the requirements of the Programs are defined in much greater detail in federal statutes and pertinent Code of Federal Regulations, this policy is designed to help employees understand prohibitions on how the student information is obtained and/or released through the Programs. Employees with the greatest responsibility for implementing and monitoring the Programs should obtain the training necessary to become fully aware of the nuances of their responsibilities.

The District is required to inform households with children enrolled in District schools of the availability of the Programs and of how the household may apply for Program benefits. However, the District and anyone employed by the district is **strictly forbidden** from **requiring** any household or student within a household from submitting an application to participate in the program. There are NO exceptions to this prohibition and it would apply, for example, to the offer of incentives for completed forms, or disincentives or negative consequences for failing to submit or complete an application. Put simply, federal law requires that the names of the children shall not be published, posted or announced in any manner.

In addition to potential federal criminal penalties that may be filed against a staff member who violates this prohibition, the employee shall be subject to discipline up to and including termination.

Releasing Eligibility Information

As part of the district’s participation in the National School Lunch Program and the School Breakfast Program, the district collects eligibility data from its students. The data’s confidentiality is very important and is governed by federal law. The district has made the determination to release student eligibility status or information as permitted by law. Federal law governs how eligibility data may be released and to whom. The district will take the following steps to ensure its confidentiality:

Some data may be released to government agencies or programs authorized by law to receive such data without parental consent, while other data may only be released after obtaining parental consent. In both instances, allowable information shall only be released on a need to know basis to individuals authorized to receive the data. The recipients shall sign an agreement with the district specifying the names or titles of the persons who may have access to the eligibility information. The agreement shall further specify the specific purpose(s) for which the data will be used and how the recipient(s) shall protect the data from further, unauthorized disclosures.

The superintendent shall designate the staff member(s) responsible for making eligibility determinations. Release of eligibility information to other district staff shall be limited to as few individuals as possible who shall have a specific need to know such information to perform their job responsibilities. Principals, counselors, teachers, and administrators shall not have routine access to eligibility information or status.

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



Each staff person with access to individual eligibility information shall be notified of their personal liability for its unauthorized disclosure and shall receive appropriate training on the laws governing the restrictions of such information.

Legal References: Commissioner’s Memos IA-05-018, FIN 09-041, IA 99-011, and FIN 13-018
ADE Eligibility Manual for School Meals Revised July 2012
7 CFR 210.1 – 210.31
7 CFR 220.1 – 220.22
7 CFR 245.5, 245.6, 245.8
42 USC 1758(b)(6)

Date Adopted: 4/15/2019
Last Revised:

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



3.43—DUTY OF LICENSED EMPLOYEES TO MAINTAIN LICENSE IN GOOD STANDING

It is the responsibility of each teacher, and not the district, to keep his/her teaching license continuously renewed with no lapses in licensure, and in good standing with the State Board of Education. Failure of a teacher to do so will be grounds for termination.

Legal Reference: A.C.A. § 6-17-401

Date Adopted: 4/15/2019

Last Revised:

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



33.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

The district provides Workers' Compensation (WC) Insurance, as required by law. Employees who sustain **any** injury at work must immediately notify their immediate supervisor, or in the absence of their immediate supervisor notify Superintendent's Office. An injured employee must fill out a Form N and the employee's supervisor will determine whether to report the claim or to file the paperwork if the injury requires neither medical treatment or lost work time. While many injuries will require no medical treatment or time lost at work, should the need for treatment arise later, it is important that there be a record that the injury occurred. All employees have a duty to provide information and make statements as requested for the purposes of the claim assessment and investigation.

The District may discipline an employee, up to and including termination of the employee's contract, if it is discovered that the employee:

1. Deliberately made false statements concerning the origin of an injury or the circumstances surrounding the injury; or
2. submitted a WC claim that the employee knew to be based substantially or entirely on false information.

An employee shall not be disciplined solely because the District's WC carrier denied the employee's WC claim.

For injuries requiring medical attention, the district will exercise its right to designate the initial treating physician and an injured employee will be directed to seek medical attention, if necessary, from a specific physician or clinic. In addition, employees whose injuries require medical attention shall submit to a drug test, which shall be paid at the District's WC carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of WC benefits.²

A WC absence may run concurrently with FMLA leave (policy 3.32) when the injury is one that meets the criteria for a serious health condition. To the extent that WC benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the WC injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job." As a result, the employee may lose his/her WC payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

Employees who are absent from work in the school district due to a WC claim may not work at a non-district job until they have returned to full duties at their same or equivalent district job; those who violate this prohibition may be subject to discipline up to and including termination. This prohibition does NOT apply to an employee who has been cleared by his/her doctor to return to "light duty" but the District has no such position available for the employee and the employee's second job qualifies as "light duty".

To the extent an employee has accrued sick leave and a WC claim has been filed, an employee:



- Will be charged for a day's sick leave for ~~the~~ all days missed until such time as the WC claim has been approved or denied;
- Whose WC claim is accepted by the WC insurance carrier as compensable and who is absent for eight (8) or more days shall be charged sick leave at the rate necessary, when combined with WC benefits, to bring the total amount of combined income up to 100% of the employee's usual contracted daily rate of pay;
- Whose WC claim is accepted by the WC insurance carrier as compensable and is absent for fourteen (14) or more days will be credited back that portion of sick leave for the first seven (7) days of absence that is not necessary to have brought the total amount of combined income up to 100% of the employee's usual contracted gross pay.

Notes: This policy is similar to policy 8.36. If you change this policy, review 8.36 at the same time to ensure applicable consistency between the two.

¹ Insert the **position** of the person to be notified.

² Requiring employees who need medical treatment for injuries at work to be drug tested is optional but is recommended. A.C.A. § 11-9-102 states that an injury resulting while the employee is under the influence of alcohol or illegal drugs is not a compensable injury. Requiring all employees to be drug tested for work injuries resulting in medical treatment will allow the district to abide the prohibition against paying worker's comp for a drug related injury.

Cross References: 3.8—LICENSED PERSONNEL SICK LEAVE
 3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT
 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE

Legal References: Ark. Workers Compensation Commission RULE 099.33 - MANAGED CARE
 A.C.A. § 11-9-102
 A.C.A. § 11-9-508(d)(5)(A)
 A.C.A. § 11-9-514(a)(3)(A)(i)

Date Adopted:4/15/2019
 Last Revised:5.17/2021



3.45—LICENSED PERSONNEL SOCIAL NETWORKING AND ETHICS

Definitions

Social Media Account: a personal, individual, and non-work related account with an electronic medium or service where users may create, share, or view user-generated content, including videos, photographs, blogs, podcasts, messages, emails or website profiles or locations, such as Facebook, Twitter, LinkedIn, MySpace, or Instagram.

Professional/education Social Media Account: an account with an electronic medium or service where users may create, share, or view user-generated content, including videos, photographs, blogs, podcasts, messages, emails or website profiles or locations, such as Facebook, Twitter, LinkedIn, MySpace, or Instagram.

Blogs: are a type of networking and can be either social or professional in their orientation. Professional blogs are encouraged and can provide a place for teachers to post homework, keep parents up-to-date, and interact with students concerning school related activities. Social blogs are discouraged to the extent they involve teachers and students in a non-education oriented format.

Policy

Technology used appropriately gives faculty new opportunities to engage students. District staff are encouraged to use educational technology, the Internet, and professional/education social networks to raise student achievement and to improve communication with parents and students. Technology and social media accounts also offer staff many ways they can present themselves unprofessionally and/or interact with students inappropriately.

It is the duty of each staff member to appropriately manage all interactions with students, regardless of whether contact or interaction with a student occurs face-to-face or by means of technology, to ensure that the appropriate staff/student relationship is maintained. This includes instances when students initiate contact or behave inappropriately themselves.

Public school employees are, and always have been, held to a high standard of behavior. Staff members are reminded that whether specific sorts of contacts are permitted or not specifically forbidden by policy, they will be held to a high standard of conduct in all their interactions with students. Failure to create, enforce and maintain appropriate professional and interpersonal boundaries with students could adversely affect the District's relationship with the community and jeopardize the employee's employment with the district.

The Division of Elementary and Secondary Education (DESE) *Rules Governing the Code of Ethics for Arkansas Educators* requires District staff to maintain a professional relationship with each student, both in and outside the classroom. The School Board of Directors encourages all staff to read and become familiar with the Rules. Conduct in violation of the DESE *Rules Governing the Code of Ethics for Arkansas Educators*, including, but not limited to conduct relating to the inappropriate use of technology or online resources, may be reported to the Professional Licensure Standards Board (PLSB) and may form the basis for disciplinary action up to and including termination.

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



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 guidelines¹ to promote communications with students, parents, and the community concerning school-related activities and for the purpose of supplementing classroom instruction. Accessing professional/education social media during school hours is permitted.

Staff are reminded that the same relationship, exchange, interaction, information, or behavior that would be unacceptable in a non-technological medium, is unacceptable when done through the use of technology. In fact, due to the vastly increased potential audience that digital dissemination presents, extra caution must be exercised by staff to ensure they don't cross the line of acceptability. A good rule of thumb for staff to use is, "if you wouldn't say it in class, don't say it online."

Whether permitted or not specifically forbidden by policy, or when expressed in an adult-to-adult, face-to-face context, what in other mediums of expression could remain private opinions, including "likes" or comments that endorse or support the message or speech of another person, when expressed by staff on a social media website, have the potential to be disseminated far beyond the speaker's desire or intention. This could undermine the public's perception of the individual's fitness to educate students, thus undermining the teacher's effectiveness. In this way, the expression and publication of such opinions could potentially lead to disciplinary action being taken against the staff member, up to and including termination or nonrenewal of the contract of employment.

Accessing social media websites for personal use during school hours is prohibited, except during breaks or preparation periods. Staff are discouraged from accessing social media websites on personal equipment during their breaks and/or preparation periods because, while this is not prohibited, it may give the public the appearance that such access is occurring during instructional time. Except when expressly authorized by the employee's job duties, staff shall not access social media websites using district equipment at any time, including during breaks or preparation periods, except in an emergency situation or with the express prior permission of school administration. Except when expressly authorized by the District employee's job duties and when District procedures have been followed, all school district employees who participate in social media websites shall not post any school district data, documents, photographs taken at school or of students, logos, or other district owned or created information on any website. Further, the posting of any private or confidential school district material on such websites is strictly prohibited. The posting of prohibited material or posting without following proper procedures may result in disciplinary action against the District employee, up to and including termination or non-renewal.

Specifically, the following forms of technology based interactivity or connectivity are expressly permitted or forbidden:

Privacy of Employee's Social Media Accounts

In compliance with A.C.A. § 11-2-124, the District shall not require, request, suggest, or cause a current or prospective employee to:

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



1. Disclose the username and/or password to his/her personal social media account;
2. Add an employee, supervisor, or administrator to the list of contacts associated with his/her personal social media account;
3. Change the privacy settings associated with his/her personal social media account; or
4. Retaliate against the employee for refusing to disclose the username and/or password to his/her personal social media account.

The District may require an employee to disclose his or her username and/or password to a personal social media account if the employee's personal social media account activity is reasonably believed to be relevant to the investigation of an allegation of an employee violating district policy; local laws; state laws and rules; or federal laws and regulations. If such an investigation occurs, and the employee refuses, upon request, to supply the username and/or password required to make an investigation, disciplinary action may be taken against the employee, which could include termination or nonrenewal of the employee's contract of employment with the District.

Notwithstanding any other provision in this policy, the District reserves the right to view any information about a current or prospective employee that is publicly available on the Internet.

In the event that the district inadvertently obtains access to information that would enable the district to have access to an employee's personal social media account, the district will not use this information to gain access to the employee's social media account. However, disciplinary action may be taken against an employee in accord with other District policy for using district equipment or network capability to access such an account. Employees have no expectation of privacy in their use of District issued computers, other electronic device, or use of the District's network. (See policy 3.28—LICENSED PERSONNEL COMPUTER USE POLICY)

Cross reference:3.28—LICENSED PERSONNEL COMPUTER USE POLICY

Legal References: A.C.A. § 11-2-124
 DESE Rules Governing The Code Of Ethics For Arkansas Educators

Date Adopted:4/15/2021

Last Revised:5/17/2021

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



3.46—LICENSED PERSONNEL VACATIONS

245 day contracted employees are credited with 10 days of vacation at the beginning of each fiscal year. This is based on the assumption that a full contract year will be worked. If an employee fails to finish the contract year due to resignation or termination, the employee's final check will be reduced at the rate of .833 days per month, or major portion of a month, for any days used but not earned.

Instructional employees may not generally take vacation during instructional time. All vacation time must be approved, in advance to the extent practicable, by the superintendent or designee. If vacation is requested, but not approved, and the employee is absent from work in spite of the vacation denial, disciplinary action will be taken against the employee, which may include termination or nonrenewal.

No employee shall be entitled to more than 15 days of vacation as of the first day of each fiscal year. The permissible carry forward includes the 10 days credited upon the start of the fiscal year. Vacation days may be accumulated to fifteen (15) days. Any days over five (5) not taken by the end of each fiscal year will be paid to the employee at the employee's per diem rate for the previous fiscal year. Earned but unused vacation will be paid upon resignation, retirement, termination, or nonrenewal at the employee's current daily rate of pay.

Date Adopted: 4/15/2019

Last Revised:



3.47—Depositing collected funds

From time to time, staff members may collect funds in the course of their employment. It is the responsibility of any staff member to deposit such funds they have collected daily into the appropriate accounts for which they have been collected. The Superintendent or his/her designee shall be responsible for determining the need for receipts for funds collected and other record keeping requirements and of notifying staff of the requirements. Staff need to review the procedures outlined in the Internal Control Document.

Staff that use any funds collected in the course of their employment for personal purposes, or who deposit such funds in a personal account, may be subject to discipline up to and including termination.

Date Adopted: 4/15/2019

Last Revised:



3.48—LICENSED PERSONNEL WEAPONS ON CAMPUS

Firearms

Except as permitted by this policy, no employee of this school district, including those who may possess a “concealed carry permit,” shall possess a firearm on any District school campus or in or upon any school bus or at a District designated bus stop.

Employees who meet one or more of the following conditions are permitted to bring a firearm onto school property:

- He/she is participating in a school-approved educational course or program involving the use of firearms such as ROTC programs, hunting safety or military education, or before or after-school hunting or rifle clubs;
- The firearms are securely stored and located in an employee’s on-campus personal residence and/or immediately adjacent parking area;
- He/she is a registered, commissioned security guard acting in the course and scope of his/her duties;
- He/she has a valid conceal carry license and leaves his/her handgun in his/her locked vehicle in the district parking lot.

Possession of a firearm by a school district employee who does not fall under any of the above categories anywhere on school property, including parking areas and in or upon a school bus, will result in disciplinary action being taken against the employee, which may include termination or nonrenewal of the employee.

Other Weapons

Employees may not possess any weapon, defined herein as an item designed to harm or injure another person or animal, any personal defense item such as mace or pepper spray, or any item with a sharpened blade, except those items which have been issued by the school district or are otherwise explicitly permitted (example: scissors) in their workspace.

Employees who are participating in a Civil War reenactment may bring a Civil War era weapon onto campus with prior permission of the building principal. If the weapon is a firearm, the firearm must be unloaded.

Legal References: A.C.A. § 5-73-119
 A.C.A. § 5-73-120
 A.C.A. § 5-73-124(a)(2)
 A.C.A. § 5-73-301
 A.C.A. § 5-73-306
 A.C.A. § 6-5-502

Date Adopted: 4/15/2019

Last Revised:

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



3.49—TEACHERS' REMOVAL OF STUDENT FROM CLASSROOM

Note and advisement: This policy is adopted by the Board of Directors in order to bring the District into compliance with ADE rules concerning student discipline, and to incorporate the provisions of A.C.A. § 6-18-511. However, teachers should be aware that federal law governing a student's Individual Education Program (IEP) or 504 plan, or status as an individual with a disability will supersede Arkansas law. In many cases, removing a student from a classroom due to behavioral problems, will violate a student's IEP, violate a student's 504 plan, or constitute discrimination against the student due to a disability that affects the student's ability to conform his or her behavior. Teachers have been successfully sued for IEP and 504 plan violations in other jurisdictions, and teachers need to understand that violating a student's rights is outside of the scope of his or her employment, and no insurance is available or provided by the school district for either legal defense or to pay a money judgment. Teachers who rely on this law and this policy to exclude a student with special needs or a disability are assuming a grave personal risk.

A teacher may remove a student from class whose behavior the teacher has documented to be repeatedly interfering with the teacher's ability to teach the students in the class or whose behavior is so unruly, disruptive or abusive that it interferes with the ability of the student's other classmates to learn. Students who have been removed from their classroom by a teacher shall be sent to the principal's or principal's designee's office for appropriate discipline.

The teacher's principal or the principal's designee may:

1. Place the student into another appropriate classroom;
2. Place the student into in-school suspension;
3. Place the student into the District's alternative learning environment in accordance with Policy 5.26—ALTERNATIVE LEARNING ENVIRONMENTS;
4. Return the student to the class; or
5. Take other appropriate action consistent with the District's student discipline policies and state and federal law.

If a teacher removes a student from class two (2) times during any nine-week grading period, the principal or the principal's designee may not return the student to the teacher's class unless a conference has been held for the purpose of determining the cause of the problem and possible solutions. The conference is to be held with the following individuals present:

1. The principal or the principal's designee;
2. The teacher;
3. The school counselor;
4. The parents, guardians, or persons in loco parentis; and
5. The student, if appropriate.

However, the failure of the parents, guardians, or persons in loco parentis to attend the conference does not prevent any action from being taken as a result of the conference.

Legal References: A.C.A. § 6-18-511
Arkansas Department of Education Guidelines for the Development, Review and
Revision of School District Student Discipline and School Safety Policies

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



Date Adopted: 4/15/2019

Last Revised:

3.50—ADMINISTRATOR EVALUATOR CERTIFICATION

Continuing Administrators

The Superintendent or designee shall determine and notify in writing by August 31 of each year those currently employed administrators who will be responsible for conducting Teacher Excellence Support System (hereinafter TESS) summative evaluations who are not currently qualified to fulfill that role. All currently employed administrators so notified shall have until December 31 of the contract year to successfully complete all training and certification requirements for evaluators as set forth by the Arkansas Department of Education (ADE). It shall constitute just and reasonable cause for nonrenewal of the contract of employment for any administrator who is required to obtain and maintain TESS evaluator certification, as a term and condition of employment, to fail to do so by December 31 of any contract year. No administrator may conduct a summative evaluation unless they have successfully completed all training and certification requirements for evaluators required by the ADE.

Newly Hired or Promoted Administrators

All newly hired or newly promoted administrators, as a term and condition of their acceptance of their contract of employment for their administrative position, are required to obtain and maintain evaluator certification for TESS on or before December 31 of the initial administrative contract year, unless they are explicitly excused from such a contractual requirement by board action at the time of the hire or promotion. It shall constitute just and reasonable cause for nonrenewal of the contract of employment for any newly hired or newly promoted administrator who is required to obtain and maintain TESS evaluator certification, as a term and condition of employment, to fail to do so by December 31 of any contract year. No administrator may conduct a summative evaluation unless they have successfully completed all training and certification requirements for evaluators required by the ADE.

Legal Reference: A.C.A. § 6-15-202(f)(50)

Date Adopted: 4/15/2019

Last Revised:



3.51—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES

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

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

Any driver of a school bus shall not operate the school bus while using a device to browse the internet, make or receive phone calls or compose or read emails or text messages. If the school bus is safely off the road with the parking brake engaged, exceptions are allowed to call for assistance due to a mechanical problem with the bus, or to communicate with any of the following during an emergency:

- An emergency system response operator or 911 public safety communications dispatcher;
- A hospital or emergency room;
- A physician's office or health clinic;
- An ambulance or fire department rescue service;
- A fire department, fire protection district, or volunteer fire department; or
- A police department.

In addition to statutorily permitted fines, violations of this policy shall be grounds for disciplinary action up to and including termination.

Legal Reference: A.C.A. § 6-19-120

Date Adopted: 4/15/2019

Last Revised:



3.52—WRITTEN CODE OF CONDUCT FOR EMPLOYEES INVOLVED IN PROCUREMENT WITH FEDERAL FUNDS

For purposes of this policy, “Family member” includes:

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

No District employee, administrator, official, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds, including the District Child Nutrition Program funds, if a conflict of interest exists, whether the conflict is real or apparent. Conflicts of interest arise when one or more of the following has a financial or other interest in the entity selected for the contract:

1. The employee, administrator, official, or agent;
2. Any family member of the District employee, administrator, official, or agent;
3. The employee, administrator, official, or agent’s partner; or
4. An organization that currently employs or is about to employ one of the above.

Employees, administrators, officials, or agents shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements including, but not limited to:

- a. Entertainment;
- b. Hotel rooms;
- c. Transportation;

Violations of the Code of Conduct shall result in discipline, up to and including termination. The District reserves the right to pursue legal action for violations.

All District personnel involved in purchases with Federal funds, including child nutrition personnel, shall receive training on the Code of Conduct.

Legal References: A.C.A. § 6-24-101 et seq.
Arkansas Department of Education Rules Governing the Ethical Guidelines And Prohibitions For Educational Administrators, Employees, Board Members And Other Parties
Commissioner’s Memo FIN 09-036, Commissioner’s Memo FIN-10-048
Commissioner’s Memo FIN 15-074 2 C.F.R. § 200.318, 7 C.F.R. § 3016.36, 7 C.F.R. § 3019.42

Date Adopted: 4/15/2019 Last Revised:



3.53—LICENSED PERSONNEL BUS DRIVER END of ROUTE REVIEW

Each bus driver shall walk inside the bus from the front to the back to make sure that all students have gotten off the bus after each trip. If a child is discovered through the bus walk, the driver will immediately notify the central office and make arrangements for transporting the child appropriately. If children are left on the bus after the bus walk through has been completed and the driver has left the bus for that trip, the driver shall be subject to discipline up to and including termination of the employee's classified contract.

Date Adopted: 4/15/2019

Last Revised:



3.54—TEACHING DURING PLANNING PERIOD AND/OR OF MORE THAN THE MAXIMUM NUMBER OF STUDENTS PER DAY

A fifth (5th) through twelfth (12th) grade teacher may enter into an agreement with the District to teach:

- 1) An additional class in place of a planning period; and/or
- 2) More than one hundred fifty (150) students per day.

A teacher who agrees to teach more than the maximum number of students per day is still bound by the maximum number of students per class period in the Standards for Accreditation and the Division of Elementary and Secondary Education (DESE) Rules Governing Class Size and Teaching Load. A fifth (5th) through twelfth (12th) grade teacher may not teach more than the maximum number of students per day as set in the Standards and the DESE rules for teachers of fifth (5th) through twelfth (12th) grade without receiving additional compensation unless the course being taught is one that meets the definition of a course that lends itself to large group instruction.

A fifth (5th) through twelfth (12th) grade teacher who enters into an agreement with the District shall receive compensation based on the teacher's:

- a) Hourly rate of pay for the loss of a planning period; and/or
- b) Basic contract that is pro-rated for every additional student they teach over the maximum number of students permitted per day.¹

A teacher who wishes to enter into an agreement for numbers 1, 2, or both above must sign an agreement with the District prior to the teacher giving up his/her planning period or teaching more than the maximum number of students per day. A teacher shall not be eligible to receive compensation until after the agreement has been signed. The maximum length of the signed agreement between the teacher and the District shall be for the semester the agreement is signed.

Neither the District nor the teacher are obligated to:

- Enter into an agreement;
- Renew an agreement; or
- Continue an agreement past the semester in which the agreement is signed.

Notes: Standards has stated that a teacher teaching more than the maximum daily number of students will result in a flag during the cycle 2 report. If you provide Standards with a copy of the supplementary contract, Standards will go in and remove the flag.

¹ The method used to determine the amount of pay for teaching more than the maximum number of students is:

- 1) Take the teacher's salary from the salary schedule and divide it by the number of days in the teacher's contract to find the teacher's daily rate of pay;
- 2) Divide the teacher's daily rate of pay by one hundred fifty (150) to find the teacher's per student per day amount;
- 3) Multiply the teacher's per student per day amount by the number of students the teacher is teaching above one hundred fifty (150); and
- 4) Multiply the result by the number of days the teacher will be teaching the extra students.

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



Example: Teacher has a contract for one hundred ninety days (190) with a salary of ~~\$31~~50,000. To calculate the daily per student amount would look like this:
~~(31~~50,000/190) / 150 = \$1.~~09~~76.

If teacher agrees to teach ten (10) additional students per day over the one hundred fifty (150) daily limit, then the teacher's per student amount of one dollar and ~~nine~~seventy-six cents (\$1.~~09~~76) would be multiplied by ten (10) for each day the teacher has the ten (10) students above the one hundred fifty (150) in class.

Legal References: A.C.A. § 6-17-812
 DESE Rules Governing Class Size and Teaching Load

Date Adopted: 4/15/2019
Last Revised:6.19.23

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



3.54F—TEACHING INSTEAD OF PREPARATORY PERIOD AND/OR EXTRA DAILY STUDENTS CONTRACT ADDENDUM

The _____ School District (District) and _____ (Teacher) enter into the following contract addendum:

1. Teacher has agreed to teach a class on _____ instead of a preparatory period from _____ through _____;^{1,2}
2. District agrees to pay Teacher for the loss of Teacher’s preparatory period in the amount of _____;²
3. District agrees to pay Teacher for those students who enroll and attend Teacher’s class that are in excess of the Standard’s maximum daily number of students at the per student per day amount of _____³;
4. District agrees to pay teacher _____⁴.
5. This addendum between District and Teacher is in addition to and separate from any other contract between District and Teacher; **and**
6. ~~Teacher understands that this agreement is not covered by the Teacher Fair Dismissal Act of 1983 (A.C.A. § 6-17-1501 et seq.); and~~
7. **6.** District and Teacher agree that this contract shall be effective for the current semester and that future semesters shall require District and Teacher to enter into a new contract.

Teacher’s Signature: _____ Date: _____

Superintendent’s Signature: _____ Date: _____

Board President’s Signature: _____ Date: _____

Notes: ¹ Insert the start and end dates of the contract.

² A teacher is not required to use his/her prep period in order to teach more than the one hundred fifty (150) students daily maximum so long as each class period does not go above thirty (30) students. If this is the situation, delete #2, pluralize “class” in #3, renumber the remaining paragraphs, and substitute the following language for #1:

Teacher has agreed to teach more than the one hundred fifty (150) maximum daily number of students, who shall be placed in the appropriate classes so that no one class contains more than thirty (30) students, from _____ through _____.

Standards has stated that a teacher teaching more than the maximum daily number of students will result in a flag during the cycle 2 report. If you provide Standards with a copy of the supplementary contract, Standards will go in and remove the flag.

³ A.C.A. § 6-17-812 requires that a teacher who volunteers to teach more than the maximum one hundred fifty (150) daily number of students must be paid for each student that the teacher has above the one hundred fifty (150) daily limit. In order to calculate the per student per day rate of pay:

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



- Take the base contract salary and divide it by the number of days in the contract to determine the teacher’s daily rate of pay; and
- Divide the teacher’s daily rate of pay by one hundred fifty (150) to find the per student per day rate.

The teacher will then be paid the resulting per student amount multiplied by the number of students over one hundred fifty (150) that the teacher has enrolled each day. For example, Teacher has a contract for one hundred ninety days (190) with a salary of \$~~31~~50,000. To calculate the daily per student amount would look like this: (~~31~~50,000/190) / 150 = \$1.~~09~~76.

If teacher agrees to teach ten (10) additional students per day over the one hundred fifty (150) daily limit, then the teacher’s per student amount of one dollar and ~~nine~~ seventy-six cents (\$1.~~09~~76) would be multiplied by ten (10) for each day the teacher has the ten (10) students above the one hundred fifty (150) in class.

The per student per day payments are in addition to any payments a teacher will receive under A.C.A. § 6-17-114 for agreeing to teach instead of a preparatory period.

⁴ Insert the payment schedule you wish to use. Our recommended language is either:

- a. *“As a lump sum to be paid as part of Teacher’s final check of the semester.” Or*
- b. *“The above amount(s) in (insert number of pay periods the addendum covers) equal payments, which are in addition to Teacher’s regular (monthly/biweekly) payment.”*

Legal References: A.C.A. § 6-17-114
 A.C.A. § 6-17-812
 DESE Rules Governing Class Size and Teaching Load

Date Adopted: 4/15/2019
 Last Revised:6.19.23



3.55—LICENSED PERSONNEL USE OF PERSONAL PROTECTIVE EQUIPMENT

Employees whose job duties require the use or wearing of Personal Protective Equipment (PPE) shall use or wear the prescribed PPE at all times while performing job duties that expose employees to potential injury or illness. Examples of PPE include, but are not limited to:

- Head and face protection:
 - Hard hat;
 - Bump cap;
 - Welding helmet;
 - Safety goggles;
 - Safety glasses;
 - Face shield;
- Respiratory protection:
 - Dust/mist mask;
 - Half-face canister respirators;
- Hearing protection:
 - Ear plugs;
 - Ear muffs;
- Hand protection, which is based on hazard exposure(s) and type(s) of protection needed:
 - Leather;
 - Latex;
 - Rubber;
 - Nitrile;
 - Kevlar;
 - Cotton;
- Body protection:
 - Welding apron;
 - Welding jackets;
 - Coveralls/Tyvek suits;
- Foot Protection:
 - Metatarsal protection;
 - Steel toed boots/shoes;
 - Slip resistant shoes;
- Fall Protection:
 - Belts, harnesses, lanyards;
 - Skylight protection;
 - Safe ladders;
 - Scissor lifts.

Employees operating a school-owned vehicle that is equipped with seat belts for the operator shall be secured by the seat belt at all times the employee is operating the vehicle. If the vehicle is equipped with seat belts for passengers, the employee operating the vehicle shall not put the vehicle into motion until all passengers are secured by a seat belt. Employees traveling in, but not operating, a school owned vehicle



that is equipped with seat belts for passengers shall be secured by a seat belt at all times the vehicle is in motion.

Employees who fail to use or wear the prescribed PPE required by their job duties put themselves and co-workers at risk of sustaining personal injuries. Employees who are found to be performing job duties without using or wearing the necessary PPE required by the employee's job duties may be disciplined, up to and including termination.

A supervisor may be disciplined, up to and including termination, if the supervisor:

1. Fails to ensure the employee has the prescribed PPE before the employee assumes job duties requiring such equipment;
2. Fails to provide an employee replacement PPE when necessary in order for the employee to continue to perform the job duties that require the PPE; or
3. Instructs the employee to perform the employee's job duties without the prescribed PPE required by those job duties.

An employee shall **not** be disciplined for refusing to perform job duties that require the employee to use/wear PPE if:

- a. The employee has not been provided the prescribed PPE; or
- b. The PPE provided to the employee is damaged or worn to the extent that the PPE would not provide adequate protection to the employee.

An employee's immediate Supervisor is responsible for providing the employee training on the proper use, care, and maintenance of any and all PPE that the employee may be required to use.

Date Adopted: 4/15/2019

Last Revised:



3.57—LICENSED PERSONNEL NAME, TITLE, OR PRONOUN

Unless a District employee has the written permission of the parent, legal guardian, person having lawful control of the student, or person standing in loco parentis to the student or the student if the student is an emancipated minor or over eighteen (18) years of age, a District employee shall not address a student with a:

1. Name other than that listed on the student's birth certificate, except for a derivative of the name; or
2. Pronoun or title that is inconsistent with the student's biological sex.

A District employee shall not be subject to adverse employment action for declining to address a person using a:

- a. Name other than that listed on the person's birth certificate, except for a derivative of the name; or
- b. Pronoun or title that is inconsistent with the person's biological sex.

Legal Reference: A.C.A. § 6-1-108

Date Adopted:6.19.23

Last Revised:



Descriptor Term
SUPERINTENDENT DUTIES

Descriptor Code
GBBAC

Issue Date

The Superintendent shall be the chief executive officer of the Board of Directors and the administrative head of all divisions and departments of the school system. He/she may delegate authority for the operation of various segments of the school system, but he/she shall be responsible to the Board for the results produced. His/her specific responsibilities shall be:

- A. To administer the development and maintenance of a positive educational program, designed to meet the needs of the community and to carry out policies of the Board.
- B. To recommend the number and types of positions required to provide proper personnel for the operation of such a program.
- C. To recommend policies on organization, finance, instruction, school plant, and other functions of the school program.
- D. To nominate for appointment, to assign, and to define the duties of all personnel, subject to approval of the Board.
- E. To supervise the preparation and the presentation of the annual and revised budgets to the Board of Directors for approval.
- F. To keep the Board of Directors continually informed on the progress and condition of the school.
- G. To attend and participate in all meetings of the Board of Directors.
- H. To conduct a continuous study of the development and needs of the school and to keep the public informed.

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



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

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



Descriptor Term	Descriptor Code	Issue Date	Revised
Federal Programs/ Curriculum Coordinator	GBBAC-B	January 28, 2008	March 16, 2015

- A. To assist in administering the development and maintenance of a Pre-Kindergarten to Twelfth grade integrated curriculum designed to meet the needs of the community and to carry out policies of the Board
- B. To solicit funding for educational programs through entitlement programs, grants, donations, and other Board approved means. This includes:
 - Title I
 - Title II
 - Title III
 - Title V
 - Alternative Learning Environment (ALE)
 - English Language Learners (ELL)
 - National School Lunch Act (NSLA)
 - Professional Development (P.D.)
 - Migrant Education
 - Other related Federal & State Programs
- C. To administer the Arkansas Consolidated School Improvement Plan (ASCIP), or other ADE required comprehensive accountability process, for the District and each campus.
- D. To assist in administering a comprehensive program of staff development for the district's certified employees.
- E. To assist in administering a system of continuous evaluation of the district's curriculum as to its effectiveness of meeting the academic needs of the students.
- F. To provide support to the principals and superintendent in the evaluation of the effectiveness of various instructional techniques used in the district.
- G. Serve as District Test Coordinator
- H. Serve as District ESL Coordinator
- I. To perform other duties as assigned by the superintendent or the superintendent's designee.



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.



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

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



Descriptor Term
PERSONNEL FILE

Descriptor Code
GAK

Issue Date

Revised
12-17-2008

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

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

An evaluation instrument shall exist for all certified district positions.

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



Descriptor Term	Descriptor Code	Issue Date	Revised
TRANSFERS AND VACANCY	GBM	7-14-87	7-1-96, 7-5-2008 11-15-2010 June 17, 2013

When there is a vacancy, any staff member who is qualified by training and experience may request a transfer to the vacant position. This request must be made in writing to the building principal or supervisor in whose building or program the vacancy occurs.

Transfers may be granted if it is in the best interest of the total school program as determined by the building principals or supervisors involved, the superintendent, and the school board.

When the vacant position is one covered by board policies GBSB ADMINISTRATORS SCREENING COMMITTEE POLICY or is a position deemed by the school board to have a high public exposure and significant public contact as described in GBSB EMPLOYEE SCREENING COMMITTEE, then the transfer request will be made to the superintendent who shall convene the appropriate screening committee and present the transfer request for consideration. On recommendation from such committee that the transfer be granted, the superintendent, if concurring, shall make such recommendation to the school board. If the committee denies such request, or if the superintendent does not concur, then the transfer request shall be denied.

It shall be mandatory that the reason(s) for the recommendation of an involuntary transfer be reviewed by the board prior to the transfer being made.

In cases where there is more than one qualified candidate for a vacancy, the person that is best suited by training, experience, past teaching success, and other qualities deemed necessary will be selected to fill the position. This determination will be made by the building principal or supervisor, the superintendent, and the school board.

Vacant positions will be posted to the district's website within the online application link. Staff members interested in transfers should periodically review this site.



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.

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



Descriptor Term	Descriptor Code	Issue Date	Revised
PAYMENT FOR UNUSED SICK LEAVE	GDBAB	March 13, 2000	May 20, 2002 October 10, 2012

The District will buy any unused sick days accumulated during the current fiscal year in excess of thirty (30) accumulated days at the rate of ½ the per diem rate of the classified employed or the pay for a certified substitute teacher, whichever is less..

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

As a method of recognizing service to the Gentry District and to the State of Arkansas, the District will buy all unused sick leave from any classified personnel who has reached the maximum number of years so as to be eligible for full retirement benefits provided that such employee has worked the last consecutive ten (10) years within the Gentry School District. The District will buy, on the employee’s retirement, the unused sick days at the rate of ½ the per diem rate of the classified employee or the pay for a certified substitute teacher, whichever is less...

If a classified employee is eligible for retirement as described above but has not met the ten consecutive year requirement, the District will buy, on the employee’s retirement, the unused sick days at one-fourth (1/4) the per diem rate of the classified employee or the one-half (1/2) the pay for a certified substitute teacher, whichever is less..

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



Descriptor Term
LINE OF AUTHORITY

Descriptor Code
GAMA

Issue Date

Revised
May 20, 2002

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

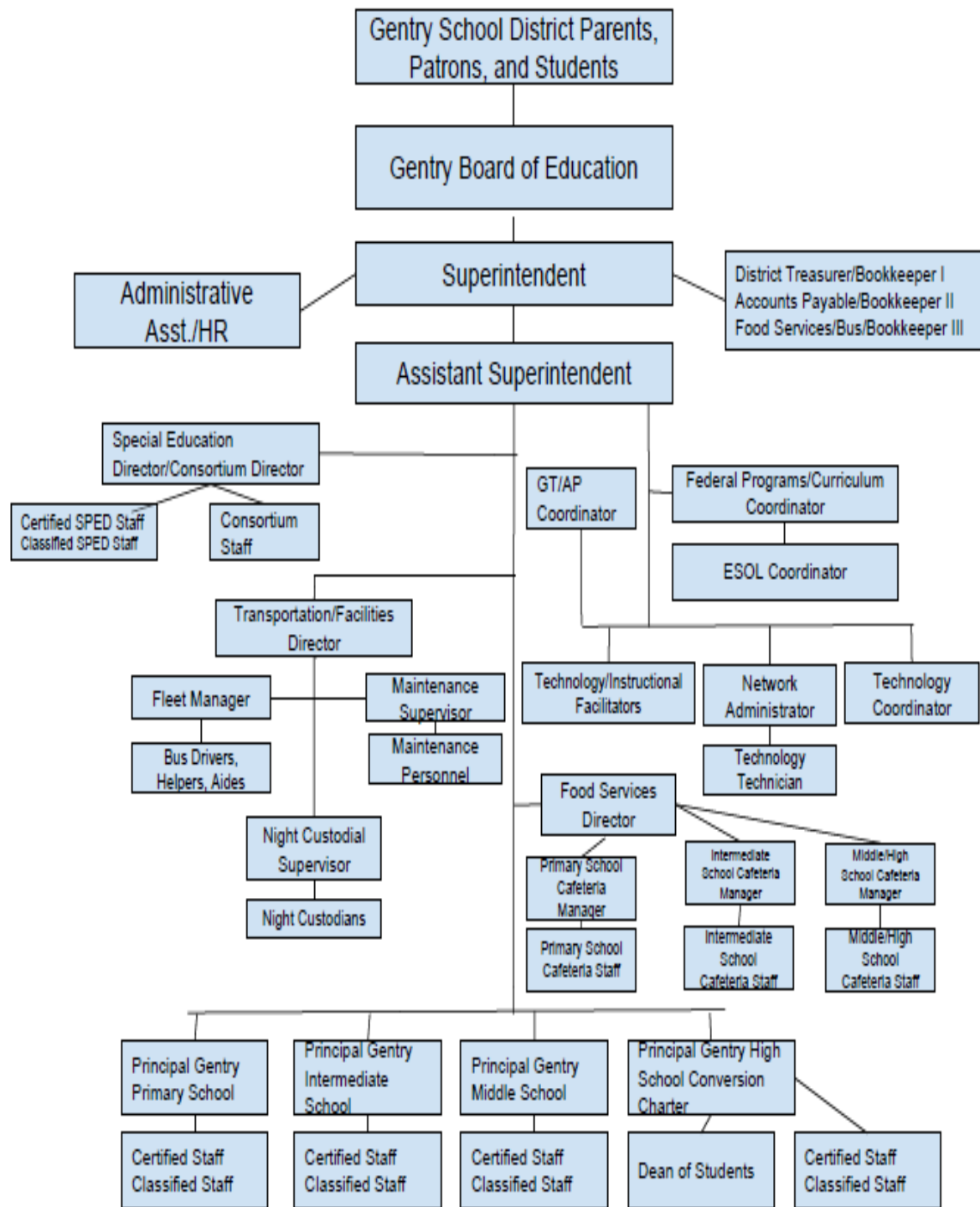
In order to have an effective working relationship with all members of the School System, teachers and other personnel should always observe this line of authority.

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.





Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



Descriptor Term
ERRANDS

Descriptor Code
GAMG

Issue Date

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

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

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



Descriptor Term
FACULTY MEETINGS

Descriptor Code
GBRD

Issue Date

Revised
June 8, 2009

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

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

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

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

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



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.



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.

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



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.

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



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

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



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.



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 employee's contracted term of employment.
11. No employee having unused personal leave shall be eligible to receive "Good Samaritan" days until such personal leave is exhausted.
12. When an employee has received both Good Samaritan Days and Sick Banks days, days from the Sick Bank will be credited first to the employee's deficiency.

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



Descriptor Term	Descriptor Code	Issue Date
Certified/Classified Professional Standards of Conduct	GBC	2-18-93

All Gentry employees:

1. are to conduct themselves as professionals at all times.
2. are not to eat or drink during class time without the approval of the building principal.
3. are not to chew tobacco or smoke, or use e-Cigarettes or similar type product, in the presence of students during the school day or school-sponsored activity.
4. are expected to be fair, patient, honest and cooperative with students, parents, staff, and others associated with the Gentry School District.
5. are expected to respond to deadlines and administrative requests in a timely manner.
6. are expected to recognize their position within the community and weigh carefully any remarks they make about the school's program, staff, or students.
7. are encouraged to participate in civic and community affairs with the Gentry School District as well as extra-curricular school activities.
8. are encouraged to be an active member of his/her academic professional organization.
9. are expected to dress in a professional manner conducive to a high standard of learning. (See GAMC)
10. are expected to respect the chain-of-command. (See GAMA)
11. are to exhibit personal standards of conduct worthy of emulation by Gentry Students.

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



Descriptor Term
HEARINGS

Descriptor Code
BCAB

Issue Date
6-21-99

Revised

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

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

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

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

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

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

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

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

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



Descriptor Term:
Enrollment of Employee's
Children

Descriptor Code:
BJECBB

Issue Date:
July 18, 1994

Revised:
March 13, 2000

Recognizing the need for employees who do not reside in the Gentry School District to alleviate problems which might distract such an employee from his or her duties or which might necessitate the need for an employee to withdraw from active service in the district, the Gentry Board of Education hereby adopts as policy the following provisions for the admission and enrollment of the children of such employees.

The child (ren) of any employee who is under full-time contract during the current school term shall be allowed to enroll and attend in the Gentry School System under the following provisions:

1. The child (ren) of an employee who resides out-of-state shall first be granted a transfer from the resident district in which s/he resides using the transfer form approved by that state's Department of Education.

The child (ren) of an employee who resides out-of-district shall be enrolled and allowed to attend under the provisions of Arkansas Code Annotated 6-18-203 (b) (1) (2).
2. Tuition for the child (ren) of an employee who resides out-of-state, as defined by board policy BJECB, shall be waived.
3. The yearly transportation fee for the child (ren) of an employee who resides out-of-state, as defined by board policy BJECB, shall be waived. However, such transportation shall be governed by board policy EE.
4. No tuition or other fees shall be paid by the Gentry School District to the district transferring to the Gentry District the child (ren) of an employee who resides out-of-state or out-of-district.
5. The provisions of this policy shall cease to exist for the child (ren) of an employee who resides out-of-state at such time as the child(ren)'s parent ceases to be an employee of the Gentry School District.
6. Nothing in this policy shall be construed as superseding current or future Arkansas Attendance Laws as promulgated by the Arkansas General Assembly, the Arkansas State Board of Education, or the Arkansas Department of Education.

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



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

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



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
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



Descriptor Term
EXTRACURRICULAR PARTICIPATION
POLICY

Descriptor Code
GAF

Issue Date
6-10-86

Revised
March 8, 2004
June 22, 2015

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

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

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

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

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.



Descriptor Term
INTRASCHOOL FUNDS

Descriptor Code
GAMD

Issue Date

Revised
12-20-01

School employees are advised that they assume complete responsibility for funds in their care. Teachers should deposit funds daily with the Principal or person designated by him/her. A receipt will be furnished for all funds deposited with the Principal or his/her designee. The following procedures, while not all inclusive, are mandated as minimum board requirements for the management of intraschool funds:

1. All currency, coins, checks, and/or all other monetary medium, hereafter called money is to be received, receipted, and should be deposited on a daily basis.
2. All money collected by teachers shall be brought to the school secretary by the end of the work day and receipted that same day. No money is to be left in the classroom at the end of the school day.
3. Wire transaction deposits shall be receipted on the day that notice of deposit is received and/or verified by the bank.
4. When money is received, the person submitting the money and the secretary shall agree to the amount given prior to a receipt being written.
5. When a receipt has been written, the money becomes the responsibility of the person signing the receipt.
6. No alterations to receipts will be made without reporting the reason for the alteration to the principal. The supervisor and person who originally signed the receipt shall initial by the alteration. A written explanation as to the reason for the alteration shall be attached to the receipt.
7. All money on hand shall be placed in a locked fire-rated cabinet until the deposit is made. Only the principal and/or assistant principal and school secretary shall have access to the cabinet key and access to the cabinet.
8. No purchase, using school funds, will be made with cash unless made from the petty cash fund as governed by A.C.A. 6-20-409 or other applicable code(s). At all times the paid invoices in the petty cash fund and the sum of the money within the fund shall equal the fiscal year beginning amount of the fund balance.
9. All activity purchases must have prior approval of the principal at the campus where the activity exists.
10. All purchases with which district funds will be expended must be made by purchase order and have prior approval of the principal and superintendent before the money is obligated.
11. Money collected at nighttime activities shall be the responsibility of the activity sponsor. The athletic director shall be responsible for the safekeeping of funds collected at nighttime or weekend events. The athletic director may designate another school employee to complete the collection process but retains the responsibility for the money. It is suggested that arrangements be made with the bank that holds the activity account to allow nighttime drop-off until the money can be properly receipted the next business day.
12. All irregularities are to be reported immediately to the superintendent.
13. Any deviation in the above procedure shall be grounds for disciplinary action up to a recommendation of termination of contract.

Gentry Public School District Board Policies
Effective As Of July 1, 2023



Ensuring all students connect, learn, and succeed.

