

# Gentry Public School District



## Classified 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.



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# **CLASSIFIED PERSONNEL**

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



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## **8.0—CLASSIFIED PERSONNEL POLICY COMMITTEE**

### **Membership**

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

1. At least one (1) nonmanagement classified representative from each of the following classifications:<sup>1</sup>
  - a. Maintenance, operation, and custodians;
  - b. Transportation;
  - c. Food service;
  - d. Secretary and clerk; and
  - e. Aides and paraprofessionals.
2. At least one (1) non-management individual to represent the group of All other job classifications of classified employees not identified in A-E above; and
3. Up to three (3)<sup>2</sup> administrators appointed by the superintendent, which may include the superintendent.

### **Election of Non-management Members**

The non-management members of the PPC shall be elected as follows:<sup>3</sup>

<b>Descriptor Term</b>	<b>Descriptor Code</b>	<b>Issue Date</b>	<b>Revised</b>
PERSONNEL POLICY COMMITTEE	GBSA	6-11-91	6-18-95,6.15.98
ELECTION GUIDELINES			1.19.09, 5.15.23, 6.19.23

By October 15 of each school year, classified 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 candidates that receive 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.

The election for the non-management 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 non-management



employee may cast a ballot to vote for the candidate(s)<sup>3</sup> the non-management employee is eligible to vote for. The candidate who receives the highest number of votes shall be declared the winner.<sup>4</sup>

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 non-management members of the PPC shall be 2 years. Terms of non-management members shall be staggered so that, to the extent possible, an equal number of non-management 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 throughout 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.<sup>6</sup>

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: <sup>1</sup> While A.C.A. § 6-17-2303(b)(3) allows a school district that outsources any one (1) of the five (5) classifications under A-E to fill the position that is represented by the outsourced classification with a representative for a job classification that is not identified by one (1) of the classifications under A-E, it is unclear if, for those classifications that cover more than one job, this would require all of the categories covered by that classification or only one section of that classification. An example would be a district that outsources custodial services but continues to employ maintenance staff.

<sup>2</sup> The law allows for up to three (3) administrators to be appointed to the PPC, which may include the superintendent. If you would rather set a specific number between one (1) and three (3), you may do so.

<sup>4</sup> 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.

<sup>6</sup> A.C.A. § 6-17-2304(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. § 6-17-2301 et seq.

Date Adopted:6.19.23

Last Revised:





## 8.1—CLASSIFIED PERSONNEL SALARY SCHEDULE

Enter your District’s salary schedule for this policy which must accurately reflect your district’s actual pay practices and is not required by law to include step increases for additional years of experience.<sup>1</sup> State law requires each District to include its classified employee’s salary schedule in its written personnel policies. Your district is required to have a salary schedule for at least the following five categories of classified personnel: 1) Maintenance and Operations; 2) Transportation; 3) Food Service; 4) Secretarial and Clerical; and 5) Aids and Paraprofessionals. The District is required to post the salary schedule on its website by September 15 of each year and should place an obvious hyperlink, button, or menu item on the website's homepage that links directly to the current year classified policies and salary schedule.

Fy 24 Projected Total	0	Fy 22 Total	#ERROR!									
Classified Salary Schedule FY 24												
POSITION	Hourly	Code	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
	@ Step 0	0	0	1	2	3	4	5	6	7		
Paraprofessional	\$12.50	1	18,500	19,055	19,627	20,215	20,822	21,447	22,090	22,753		
Administrative Assistant/HR	\$12.92	2	25,323	26,083	26,865	27,671	28,501	29,356	30,237	31,144		
Bookkeeper II	\$13.05	3	25,578	26,345	27,136	27,950	28,788	29,652	30,541	31,458		
<b>Treasurer/Bookkeeper I</b>												
Custodians	\$12.50	5	24,500	25,235	25,992	26,772	27,575	28,402	29,254	30,132		
Maintenance Supervisor	\$14.00	6	27,440	28,263	29,111	29,984	30,884	31,810	32,765	33,748		
Bookkeeper III	\$12.92	7	25,323	26,083	26,865	27,671	28,501	29,356	30,237	31,144		
Fleet Manager	\$15.02	8	29,439	30,322	31,232	32,169	33,134	34,128	35,152	36,206		
<b>Transportation &amp; Facilities Director</b>												
School Nurse-Lpn	\$15.70	10	23,236	23,933	24,651	25,391	26,152	26,937	27,745	28,577		
School Nurse- Rn	\$16.82	11	24,894	25,641	26,410	27,202	28,018	28,859	29,725	30,616		
School Secretaries	\$12.92	12	25,323	26,083	26,865	27,671	28,501	29,356	30,237	31,144		
Bus Driver- 2 Hours Daily	\$18.25	13	6,570	6,767	6,970	7,179	7,395	7,616	7,845	8,080		
Bus Driver- 2.5 Hours Daily	\$18.25	14	8,213	8,459	8,713	8,975	9,244	9,521	9,807	10,101		
Bus Driver- 3 Hours Daily	\$18.25	15	9,855	10,151	10,455	10,769	11,092	11,425	11,767	12,120		
Bus Driver- 3.5 Hours Daily	\$18.25	16	11,498	11,843	12,198	12,564	12,941	13,329	13,729	14,141		
Bus Driver- 4 Hours Daily	\$18.25	17	13,140	13,534	13,940	14,358	14,789	15,233	15,690	16,161		
Bus Driver- 4.5 Hours Daily	\$18.25	18	14,783	15,226	15,683	16,154	16,638	17,138	17,652	18,181		
Bus Driver- 5 Hours Daily	\$18.25	19	16,425	16,918	17,425	17,948	18,486	19,041	19,612	20,201		
Child Nutrition Director	\$13.26	20	22,277	22,945	23,634	24,343	25,073	25,825	26,600	27,398		
Lunchroom Worker -8 Hour	\$12.50	21	18,000	18,540	19,096	19,669	20,259	20,867	21,493	22,138		
Lunchroom Worker -7 Hour	\$12.50	22	15,750	16,223	16,709	17,210	17,727	18,259	18,806	19,371		
Lunchroom Worker -6 Hour	\$12.50	23	13,500	13,905	14,322	14,752	15,194	15,650	16,120	16,603		
Lunchroom Worker -5 Hour	\$12.50	24	11,250	11,588	11,935	12,293	12,662	13,042	13,433	13,836		
Transportation Helper	\$12.50	25	24,500	25,235	25,992	26,772	27,575	28,402	29,254	30,132		
Technology Technician	\$14.96	26	29,322	30,202	31,108	32,041	33,002	33,992	35,012	36,062		
Cafeteria Manager	\$12.92	27	18,605	19,163	19,738	20,330	20,940	21,568	22,215	22,882		
Maintenance Helper	\$12.50	28	24,500	25,235	25,992	26,772	27,575	28,402	29,254	30,132		
Network Administrator	\$15.28	29	29,949	30,847	31,773	32,726	33,708	34,719	35,761	36,833		
Night Custodial Supervisor	\$14.00	30	27,440	28,263	29,111	29,984	30,884	31,810	32,765	33,748		
Registrar	\$12.92	31	25,323	26,083	26,865	27,671	28,501	29,356	30,237	31,144		
Special Education Records Clerk	\$12.50	1	18,500	19,055	19,627	20,215	20,822	21,447	22,090	22,753		
12 Month APSCN Stipend			1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000		
Substitute			1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500		
School Board Recording Secretary			1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500		
Clerk Stipend for Athletic Director Duties			1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500		
Substitute Bus Driver			\$17.02	\$17.53	\$18.06	\$18.60	\$19.16	\$19.73	\$20.32	\$20.93		
Bus Shuttles/Activity Trip Rate Per Hour			\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00		
Substitute Bus Drivers Will Be Assigned A "Step" Position At The Beginning Of The Fiscal Year Based On Previous Driving Experience												

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FY 24 Projected Total		0												
Classified Salary Schedule FY 24														
POSITION	Hourly	Code	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15				
	@ Step 0	0	8	9	10	11	12	13	14	15				
Paraprofessional	\$12.50	1	23,435	24,138	24,862	25,608	26,377	27,168	27,983	28,822				
Administrative Assistant/HR	\$12.92	2	32,078	33,041	34,032	35,053	36,105	37,188	38,303	39,452				
Bookkeeper II	\$13.05	3	32,401	33,373	34,375	35,406	36,468	37,562	38,689	39,850				
<b>Treasurer/Bookkeeper I</b>														
Custodians	\$12.50	5	31,036	31,967	32,926	33,914	34,931	35,979	37,058	38,170				
Maintenance Supervisor	\$14.00	6	34,760	35,803	36,877	37,983	39,123	40,297	41,505	42,751				
Bookkeeper III	\$12.92	7	32,078	33,041	34,032	35,053	36,105	37,188	38,303	39,452				
Fleet Manager	\$15.02	8	37,292	38,411	39,564	40,750	41,973	43,232	44,529	45,865				
<b>Transportation &amp; Facilities Director</b>														
School Nurse-Lpn	\$15.70	10	29,435	30,318	31,227	32,164	33,129	34,123	35,147	36,201				
School Nurse- Rn	\$16.82	11	31,535	32,481	33,455	34,459	35,493	36,558	37,654	38,784				
School Secretaries	\$12.92	12	32,078	33,041	34,032	35,053	36,105	37,188	38,303	39,452				
Bus Driver- 2 Hours Daily	\$18.25	13	8,323	8,572	8,830	9,094	9,367	9,648	9,938	10,236				
Bus Driver- 2.5 Hours Daily	\$18.25	14	10,404	10,716	11,038	11,369	11,710	12,061	12,423	12,796				
Bus Driver- 3 Hours Daily	\$18.25	15	12,484	12,859	13,244	13,642	14,051	14,472	14,907	15,354				
Bus Driver- 3.5 Hours Daily	\$18.25	16	14,565	15,002	15,452	15,916	16,393	16,885	17,392	17,914				
Bus Driver- 4 Hours Daily	\$18.25	17	16,645	17,145	17,659	18,189	18,734	19,297	19,875	20,472				
Bus Driver- 4.5 Hours Daily	\$18.25	18	18,727	19,288	19,867	20,463	21,077	21,709	22,361	23,031				
Bus Driver- 5 Hours Daily	\$18.25	19	20,807	21,431	22,074	22,736	23,418	24,121	24,844	25,590				
Child Nutrition Director	\$13.26	20	28,220	29,066	29,938	30,837	31,762	32,715	33,696	34,707				
Lunchroom Worker -8 Hour	\$12.50	21	22,802	23,486	24,190	24,916	25,664	26,434	27,227	28,043				
Lunchroom Worker -7 Hour	\$12.50	22	19,952	20,550	21,167	21,802	22,456	23,129	23,823	24,538				
Lunchroom Worker -6 Hour	\$12.50	23	17,101	17,614	18,143	18,687	19,248	19,825	20,420	21,033				
Lunchroom Worker -5 Hour	\$12.50	24	14,251	14,679	15,119	15,573	16,040	16,521	17,017	17,527				
Transportation Helper	\$12.50	25	31,036	31,967	32,926	33,914	34,931	35,979	37,058	38,170				
Technology Technician	\$14.96	26	37,144	38,259	39,406	40,589	41,806	43,060	44,352	45,683				
Cafeteria Manager	\$12.92	27	23,568	24,275	25,004	25,754	26,526	27,322	28,142	28,986				
Maintenance Helper	\$12.50	28	31,036	31,967	32,926	33,914	34,931	35,979	37,058	38,170				
Network Administrator	\$15.28	29	37,938	39,077	40,249	41,456	42,700	43,981	45,301	46,660				
Night Custodial Supervisor	\$14.00	30	34,760	35,803	36,877	37,983	39,123	40,297	41,505	42,751				
Registrar	\$12.92	31	32,078	33,041	34,032	35,053	36,105	37,188	38,303	39,452				
Special Education Records Clerk	\$12.50	1	23,435	24,138	24,862	25,608	26,377	27,168	27,983	28,822				
12 Month APSCN Stipend			1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000				
Substitute			1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500				
School Board Recording Secretary			1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500				
Clerk Stipend for Athletic Director Duties			1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500				
Substitute Bus Driver			\$21.56	\$22.21	\$22.87	\$23.56	\$24.27	\$24.99	\$25.74	\$26.52				
Bus Shuttles/Activity Trip Rate Per Hour		32	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00				
Substitute Bus Drivers Will Be Assigned A "Step" Position At The Begin														

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FY 24 Projected Total		0										
Classified Salary Schedule FY 24												
POSITION	Hourly	Code	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23		
	@ Step 0	0	16	17	18	19	20	21	22	23		
Paraprofessional	\$12.50	1	29,687	30,578	31,495	32,440	33,413	34,415	35,448	36,511		
Administrative Assistant/HR	\$12.92	2	40,636	41,855	43,111	44,404	45,736	47,108	48,521	49,977		
Bookkeeper II	\$13.05	3	41,045	42,277	43,545	44,851	46,197	47,583	49,010	50,480		
<b>Treasurer/Bookkeeper I</b>												
Custodians	\$12.50	5	39,315	40,495	41,710	42,961	44,250	45,577	46,945	48,353		
Maintenance Supervisor	\$14.00	6	44,033	45,354	46,715	48,116	49,560	51,046	52,578	54,155		
Bookkeeper III	\$12.92	7	40,636	41,855	43,111	44,404	45,736	47,108	48,521	49,977		
Fleet Manager	\$15.02	8	47,241	48,658	50,118	51,621	53,170	54,765	56,408	58,100		
<b>Transportation &amp; Facilities Director</b>												
School Nurse-Lpn	\$15.70	10	37,287	38,406	39,558	40,744	41,967	43,226	44,523	45,858		
School Nurse- Rn	\$16.82	11	39,948	41,146	42,380	43,652	44,961	46,310	47,699	49,130		
School Secretaries	\$12.92	12	40,636	41,855	43,111	44,404	45,736	47,108	48,521	49,977		
Bus Driver- 2 Hours Daily	\$18.25	13	10,543	10,859	11,185	11,521	11,866	12,222	12,589	12,966		
Bus Driver- 2.5 Hours Daily	\$18.25	14	13,179	13,575	13,982	14,402	14,834	15,279	15,737	16,209		
Bus Driver- 3 Hours Daily	\$18.25	15	15,814	16,289	16,777	17,281	17,799	18,333	18,883	19,450		
Bus Driver- 3.5 Hours Daily	\$18.25	16	18,451	19,004	19,575	20,162	20,767	21,390	22,031	22,692		
Bus Driver- 4 Hours Daily	\$18.25	17	21,086	21,718	22,370	23,041	23,732	24,444	25,178	25,933		
Bus Driver- 4.5 Hours Daily	\$18.25	18	23,722	24,434	25,167	25,922	26,700	27,501	28,326	29,176		
Bus Driver- 5 Hours Daily	\$18.25	19	26,357	27,148	27,962	28,801	29,665	30,555	31,472	32,416		
Child Nutrition Director	\$13.26	20	35,748	36,820	37,925	39,063	40,235	41,442	42,685	43,966		
Lunchroom Worker -8 Hour	\$12.50	21	28,885	29,751	30,644	31,563	32,510	33,485	34,490	35,525		
Lunchroom Worker -7 Hour	\$12.50	22	25,274	26,032	26,813	27,618	28,446	29,300	30,179	31,084		
Lunchroom Worker -6 Hour	\$12.50	23	21,664	22,313	22,983	23,672	24,383	25,114	25,867	26,643		
Lunchroom Worker -5 Hour	\$12.50	24	18,053	18,595	19,152	19,727	20,319	20,928	21,556	22,203		
Transportation Helper	\$12.50	25	39,315	40,495	41,710	42,961	44,250	45,577	46,945	48,353		
Technology Technician	\$14.96	26	47,053	48,465	49,919	51,416	52,959	54,548	56,184	57,870		
Cafeteria Manager	\$12.92	27	29,866	30,751	31,674	32,624	33,603	34,611	35,649	36,719		
Maintenance Helper	\$12.50	28	39,315	40,495	41,710	42,961	44,250	45,577	46,945	48,353		
Network Administrator	\$15.28	29	48,059	49,501	50,986	52,516	54,091	55,714	57,385	59,107		
Night Custodial Supervisor	\$14.00	30	44,033	45,354	46,715	48,116	49,560	51,046	52,578	54,155		
Registrar	\$12.92	31	40,636	41,855	43,111	44,404	45,736	47,108	48,521	49,977		
Special Education Records Clerk	\$12.50	1	29,687	30,578	31,495	32,440	33,413	34,415	35,448	36,511		
12 Month APSCN Stipend			1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000		
Substitute			1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500		
School Board Recording Secretary			1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500		
Clerk Stipend for Athletic Director Duties			1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500		
Substitute Bus Driver			\$27.31	\$28.13	\$28.98	\$29.84	\$30.74	\$31.66	\$32.61	\$33.59		
Bus Shuttles/Activity Trip Rate Per Hour		32	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00		
Substitute Bus Drivers Will Be Assigned A "Step" Position At The Beginning												

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Fy 24 Projected Total		0							
Classified Salary Schedule FY 24									
POSITION	Hourly	Code	Step 24	Contract Data	Longevity	Credit	End of year		
	@ Step 0	0	24						
Paraprofessional	\$12.50	1	37,607	185 days	0	0	1		
Administrative Assistant/HR	\$12.92	2	51,476	245 days	1	0	2		
Bookkeeper II	\$13.05	3	51,995	245 days	2	0	3		
<b>Treasurer/Bookkeeper I</b>									
Custodians	\$12.50	5	49,803	245 days	4	0	4		
Maintenance Supervisor	\$14.00	6	55,780	245 days	5	500	5		
Bookkeeper III	\$12.92	7	51,476	245 days	6	500	6		
Fleet Manager	\$15.02	8	59,843	245 days	7	500	7		
<b>Transportation &amp; Facilities Director</b>									
School Nurse-Lpn	\$15.70	10	47,234	185 days	9	500	9		
School Nurse- Rn	\$16.82	11	50,604	185 days	10	750	10		
School Secretaries	\$12.92	12	51,476	245 Days	11	750	11		
Bus Driver- 2 Hours Daily	\$18.25	13	13,355	180 days	12	750	12		
Bus Driver- 2.5 Hours Daily	\$18.25	14	16,695	180 days	13	750	13		
Bus Driver- 3 Hours Daily	\$18.25	15	20,033	180 days	14	750	14		
Bus Driver- 3.5 Hours Daily	\$18.25	16	23,373	180 days	15	1,000	15		
Bus Driver- 4 Hours Daily	\$18.25	17	26,711	180 days	16	1,000	16		
Bus Driver- 4.5 Hours Daily	\$18.25	18	30,051	180 days	17	1,000	17		
Bus Driver- 5 Hours Daily	\$18.25	19	33,389	180 days	18	1,000	18		
Child Nutrition Director	\$13.26	20	45,285	210 days	19	1,000	19		
Lunchroom Worker -8 Hour	\$12.50	21	36,590	180 days	20	1,250	20		
Lunchroom Worker -7 Hour	\$12.50	22	32,017	180 days	21	1,250	21		
Lunchroom Worker -6 Hour	\$12.50	23	27,443	180 days	22	1,250	22		
Lunchroom Worker -5 Hour	\$12.50	24	22,869	180 days	23	1,250	23		
Transportation Helper	\$12.50	25	49,803	245 days	24	1,250	24		
Technology Technician	\$14.96	26	59,606	245 days	25	1,500	25		
Cafeteria Manager	\$12.92	27	37,820	180 days	26	1,500	26		
Maintenance Helper	\$12.50	28	49,803	245 days	27	1,500	27		
Network Administrator	\$15.28	29	60,880	245 days	28	1,500	28		
Night Custodial Supervisor	\$14.00	30	55,780	245 days	29	1,500	29		
Registrar	\$12.92	31	51,476	245 Days	30	1,500	30		
Special Education Records Clerk	\$12.50	1	37,607	185 days	0	0	0		
12 Month APSCN Stipend			1,000	per year					
Substitute			1,500	per year					
School Board Recording Secretary			1,500	per year					
Clerk Stipend for Athletic Director Duties			1,500	per year					
Substitute Bus Driver			\$34.60	per Hour					
Bus Shuttles/Activity Trip Rate Per Hour		32	\$16.00	per Hour					
Substitute Bus Drivers Will Be Assigned A "Step" Position At The Beginn									

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

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

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

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

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

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

**CLASSIFIED EMPLOYEES**

**Work Hours**

A 1.00 FTE classified employee's work day is considered to be 8 hours and the contracted employee's per hourly rate may be computed by dividing the contracted amount by the number of contracted days and dividing that result by 8 hours.

Any assigned duties performed in excess of the resulting 40-hour workweek shall be paid a one and one-half (1½) times the hourly rate. By mutual agreement between the employee's supervisor and the employee, the employee may receive one and one-half (1½) times the number hours worked in excess of the forty-hour workweek of release time, which shall be taken in the following 40-hour work period.

Bus drivers and non-supervisory cafeteria employees will be contracted on a per hour basis. The same provisions regarding overtime and release time as described above shall apply.

Each classified employee may receive a fifteen (15) minute paid break within each four (4) hours period worked.

Each classified shall have a 30 minute paid, duty-free lunch break within the eight (8) hour workday.

A workweek shall begin at 12:00 a.m. on Sunday and conclude at 11:59:59 p.m. on Saturday

**Classified Stipend Schedule**

<b>APSCN Stipend</b>	per year	\$1,000
<b>Campus Substitute Scheduler</b>	per year	\$1,500
<b>School Board Recording Secretary</b>	per year	\$1,500
<b>Clerk Stipend for Athletic Director Duties</b>	per year	\$1,500
<b>Bus Shuttles/Activity Trip Rate Per Hour</b>	per hour	\$14

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<b>Arkansas School Certified Stipend</b>	per year	\$1,500
<b>School Nurse Supervisor Stipend</b>	per year	\$1,500
<b>Associate Degree in Related Field to Work</b>	per year	\$1,000
<b>Bachelor's Degree in Related Field to Work</b>	per year	\$2,000

All full day or part-time classified substitutes, excluding teacher substitutes, will be assigned a “step position” on the first day of employment based on previous work history. The Supervisor and/or Director of such employee will make the “step” recommendation to the Superintendent. If the Superintendent is in agreement, s/he shall make such recommendation to the School Board for approval.

For the purposes of this policy, an employee must work two thirds (2/3) of the number of their regularly assigned annual work days to qualify for a step increase.<sup>2</sup>

The superintendent has the authority, when recommending an applicant and his/her placement on the District's salary schedule to the Board for its approval, to consider the applicant's previous work experience with similar duties, responsibilities, and skill sets to those job duties and responsibilities the applicant would assume for the District.<sup>3</sup>

Notes: The salary schedule does not have to, but certainly may, contain steps, nor does it have to be listed specifically, i.e. John Doe = \$9.25 per hour, Jane Doe = \$9.55 per hour. You may list the spread in salaries per category. For example, Janitors = \$8.75 to \$11.00 per hour, Bus drivers = \$9.75 to \$12.00 per hour, etc.

<sup>1</sup> 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:

*Classified Salary Schedule is a set of matrices that are updated and published each school year, which contains the minimum salaries for all five classifications of classified employees and includes ranges, steps, and rates of pay. The salary schedule is required to reflect the actual pay practices of the district.*

<sup>2</sup> Include this sentence only if your district has step increases built into its classified salary schedule. Two thirds (2/3) is merely offered as a suggestion.

<sup>3</sup> This is optional language, but can be useful when trying to attract employees from the private work sector.

Cross Reference: Policy 1.9—POLICY FORMULATION Legal References: A.C.A. § 6-17-2203  
A.C.A. § 6-17-2301

ADE Rules Governing School District Requirements for Personnel Policies, Salary\Schedules, Minimum Salaries, and Documents Posted to District Websites

Date Adopted: 6/13/2019

Last Revised: 7.1.21, 6.19.23

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## **8.2—CLASSIFIED PERSONNEL EVALUATIONS**

Classified personnel may be periodically evaluated.

Any forms, procedures or other methods of evaluation, including criteria, are to be developed by the Superintendent and or his designee(s), but shall not be part of the personnel policies of the District.

Cross Reference:       3.2—LICENSED PERSONNEL EVALUATIONS

Legal Reference:       A.C.A. § 6-17-2301

Date Adopted: 6/13/2019

Last Revised:



## 8.3—Removed

Gentry Public School District Board Policies  
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## **8.4—CLASSIFIED EMPLOYEES DRUG TESTING**

### **Scope of Policy**

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

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

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

### **Methods of Testing**

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

### **Definitions**

"Safety sensitive function" includes:

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

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

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

### **Requirements**

Employees shall be drug and alcohol free from the time the employee is required to be ready to work until the employee is relieved from the responsibility for performing work and/or any time they are performing a



safety-sensitive function. In addition to the testing required as an initial condition of employment, employees shall submit to subsequent drug tests as required by law and/or regulation. Subsequent testing includes, and/or is triggered by, but is not limited to:

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

### **Prohibitions**

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

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

### **Testing for Cause**

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

### **Refusal to Submit**

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

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



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

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

### **Consequences for Violations**

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

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

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

Legal References:       A.C.A. § 6-19-108  
                                   A.C.A. § 6-19-119  
                                   A.C.A. § 27-23-201 et seq.  
                                   49 C.F.R. § 382.101 – 605  
                                   49 C.F.R. § part 40

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49 C.F.R. § 390.5

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

Date Adopted: 6/13/2019

Last Revised:

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



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## 8.5—CLASSIFIED EMPLOYEES SICK LEAVE

### Definitions

1. “Employee” is an employee of the District working 20 or more hours per week who is not required to have a teaching license as a condition of his employment.
2. “Sick Leave” is absence from work due to illness, whether by the employee or a member of the employee’s immediate family, or due to a death in the family. The principal shall determine whether sick leave will be approved on the basis of a death outside the immediate family of the employee.
3. “Excessive Sick Leave” is absence from work, whether paid or unpaid, that exceeds twelve (12) days in a contract year for an employee and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the American’s With Disabilities Act; or due to a compensable Workers’ Compensation claim.
4. “Grossly Excessive Sick Leave” is absence from work, whether paid or unpaid, that exceeds 10% of the employee’s contract length and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the American’s With Disabilities Act; or due to a compensable Workers’ Compensation claim.
5. “Current Sick Leave” means those days of sick leave for the current contract year, which leave is granted at the rate of one day of sick leave per month worked, or major part thereof.
6. “Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of ninety (90) days accrued from previous contracts, but not used. Accumulated sick leave also includes the sick leave transferred from an employee’s previous public school employment.
7. “Immediate family” means an employee’s spouse, child, parent, or any other relative provided the other relative lives in the same household as the employee.

### Sick Leave

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

Employees who are adopting or seeking to adopt a minor child or minor children may use up to fifteen (15) sick leave days in any school year for absences relating to the adoption, including time needed for travel, time needed for home visits, time needed for document translation, submission or preparation, time spent with legal or adoption agency representatives, time spent in court, and bonding time. See also, 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE, which also applies. Except for bonding time, documentation shall be provided by the employee upon request.

Pay for sick leave shall be at the employee’s daily rate of pay, which is that employee’s hourly rate of pay times the number of hours normally worked per day. Absences for illness in excess of the employee’s accumulated and current sick leave shall result in a deduction from the employee’s pay at the daily rate as defined above.

At the discretion of the Superintendent, and, if FMLA is applicable, subject to the certification or recertification provisions contained in policy 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE the District may require a written statement from the employee’s physician documenting the employee’s illness. Failure to provide such documentation of illness may result in sick leave not being paid, or in discipline up to and including termination.



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

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

When an employee takes sick leave, the District shall determine if the employee is eligible for FMLA leave and if the leave qualifies for FMLA leave. The District may request additional information from the employee to help make the applicability determination. If the employee is eligible for FMLA leave and if the leave qualifies under the FMLA, the District will notify the employee in writing, of the decision within five (5) workdays. If the circumstances for the leave as defined in policy 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE don't change, the District is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave within any applicable twelve (12) month period. To the extent the employee has accumulated sick leave, any sick leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave including, once an employee exhausts his/her accumulated sick leave, vacation or personal leave. See 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE.

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

Sick leave related absence from work (e.g. sick leave for personal or family illness or accident, Workers Comp, and FMLA) inherently means the employee is also incapable of working at any source of outside employment. Except as provided in policy 8.36, if an employee who works a non-district job while taking district sick leave for personal or family illness or accident, Workers Comp, or FMLA, shall be subject to discipline up to and including termination.

Cross References:      8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT  
                                 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE  
                                 8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS'  
                                 COMPENSATION

Legal References:      A.C.A. § 6-17-1301 et seq.  
                                 29 USC §§ 2601 et seq.  
                                 29 CFR 825.100 et seq.

Date Adopted: 6/13/2019

Last Revised:



## 8.6—Removed Policy

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



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## **8.7—CLASSIFIED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE**

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

Employees shall take personal leave or leave without pay for those absences which are not due to attendance at school functions which are related to their job duties and do not qualify for other types of leave (for sick leave see Policy 8.5, for professional leave see below).

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

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

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

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

Employees who fail to report to work when their request for a personal day has been denied or who have exhausted their allotted personal days, shall lose their daily rate of pay for the day(s) missed (leave without pay). While there are instances where personal circumstances necessitate an employee’s absence beyond the allotted days of sick and/or personal leave, any employee who requires leave without pay must receive advance permission (except in medical emergencies and/or as permitted by policy 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE) from their immediate supervisor. Failure to report to work without having received permission to be absent is grounds for discipline, up to and including termination.

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

### **Professional Leave**

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





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

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

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

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

Date Adopted: 6/13/2019

Last Revised:



## **8.8—CLASSIFIED PERSONNEL RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS**

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

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

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

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

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

Date Adopted: 6/13/2019

Last Revised:



## **8.9—PUBLIC OFFICE –CLASSIFIED PERSONNEL**

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

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

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

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

Cross Reference: Policy 8.17—Classified Personnel Political Activity

Legal Reference: A.C.A. § 6-17-115

Date Adopted: 6/13/2019

Last Revised:



## **8.10—JURY DUTY –CLASSIFIED PERSONNEL**

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

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

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

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

Date Adopted: 6/13/2019

Last Revised:



## 8.11—OVERTIME, COMPTIME, and COMPLYING WITH FLSA

The Gentry School District shall comply with those portions of the Fair Labor Standards Act (FLSA) that relate to the operation of public schools. The FLSA requires that covered employees receive compensation for each hour worked at greater than or equal to the applicable minimum wage for work weeks of less than or equal to forty (40) hours. It also requires that employees be compensated for workweeks of greater than forty (40) hours at one and a half (1 ½) times their regular hourly rate of pay, either monetarily or through compensatory time off.

### Definitions

“Covered Employees” (also defined as non-exempt employees) are those employees who are not exempt, generally termed classified, and include bus drivers, clerical workers, maintenance personnel, custodians, transportation workers, receptionists, paraprofessionals, food service workers, secretaries, and bookkeepers.

“Exempt Employees” are those employees who are not covered under the FLSA because the employee’s:

- A. Primary job duties are considered to be exempt eligible due to being administrative or professional in nature. Examples include teachers, counselors, registered nurses, and supervisors; and
- B. Salary meets or exceeds a minimum weekly/annual amount.

Any employee who is unsure of their coverage status should consult with the District’s Administration.

“Overtime” is hours worked in excess of forty (40) per workweek. Compensation given for hours **not** worked such as for holidays or sick days do **not** count in determining hours worked per work week.

“Regular Rate of Pay” includes all forms of remuneration for employment and shall be expressed as an hourly rate. For those employees previously paid on a salary basis, the salary shall be converted to an hourly equivalent. Employees shall be paid for each and every hour worked.

“Straight time pay” is the amount of hourly compensation an employee receives for each hour worked during that week.

“Workweek” is the seven day consecutive period of time from 12:00 AM on Sunday to midnight on the following Saturday. Each workweek is independent of every other workweek for the purpose of determining the number of hours worked and the remuneration entitled to by the employee for that week.

### Employment Relationships

The District does not have an employment relationship in the following instances:

1. Between the District and student teachers;
2. Between the District and its students; and
3. Between the District and individuals who as a public service volunteer or donate their time to the District without expectation or promise of compensation.

The District does not have a joint employment relationship in the following instances:

- a. Between the District and off-duty policemen or deputies who are hired on a part-time basis for security purposes or crowd control. The District is separate from and acts independently of other governmental entities.



- b. Between the District and any agency contracted with to provide transportation services, security services, substitute teachers or other temporary employees, or other services.

### **Hours Worked**

Employees shall be compensated for all the time they are required to be on duty and shall be paid for all hours worked each workweek. Employees shall accurately record the hours they work each week.

The District shall determine the manner to be used by employees to accurately record the hours they work. Each employee shall record the exact time they commence and cease work including meal breaks. Employees arriving early may socialize with fellow workers who are off the clock, but shall not commence working without first recording their starting time.

Employees shall sign in/clock in where they start work and sign out/clock out at the site where they cease working. Employees who do not start and end their workday at the same site shall carry a time card or sheet with them to accurately record their times. They shall turn in their time sheets or cards to their immediate supervisor no later than the following Monday morning after reviewing them to be sure that they accurately reflect their hours worked for that week.

Each employee is to personally record his or her own times. Any employee who signs in or out (or who punches a time clock) for another employee or who asks another employee to do so for him or her will be dismissed.

Employees whose normal workweek is less than forty (40) hours and who work more than their normal number of hours in a given workweek may, at the District's option, be given compensatory time for the hours they worked in excess of their normal workweek in lieu of their regular rate pay. Compensatory time given in this manner shall be subject to the same conditions regarding accumulation and use as compensatory time given in lieu of overtime pay.

### **Breaks and Meals**

Each employee working more than twenty (20) hours per week shall be provided two (2), paid, fifteen (15) minute duty free breaks per workday.

Each classified employee, when possible, shall have a 30 minute paid, duty-free lunch break within the eight (8) hour workday.

### **Overtime**

Covered employees shall be compensated at not less than one and a half (1.5) times his or her regular rate of pay for all hours worked over forty (40) in a workweek. Overtime compensation shall be computed on the basis of the hours worked in each week and may not be waived by either the employee or the District. Overtime compensation shall be paid on the next regular payday for the period in which the overtime was earned.

The rate of overtime pay for employees who work two (2) or more jobs for the District at different rates of pay shall be determined by creating a weighted average of the different rates (a.k.a. blended rate). The weighted average will be calculated by multiplying the number of hours worked during that week for each position by



the position's rate of pay, combining the resulting amounts for each position (straight time pay), and dividing the straight time pay by the total number of hours the employee worked in that week. The weighted average will then be multiplied by one half (0.5), which will then be multiplied by the number of hours the employee worked that week over forty (40).

Provided the employee and the District have a written agreement or understanding before the work is performed, compensatory time off may be awarded in lieu of overtime pay for hours worked over forty (40) in a workweek and shall be awarded on a one-and-one-half (1 1/2) time basis for each hour of overtime worked. The District reserves the right to determine if it will award compensatory time in lieu of monetary pay for the overtime worked. The maximum number of compensatory hours an employee may accumulate at a time is twenty (20). The employee must be able to take the compensatory time off within a reasonable period of time that is not unduly disruptive to the District.

An employee whose employment is terminated with the District, whether by the District or the employee, shall receive monetary compensation for unused compensatory time. Of the following methods, the one that yields the greatest money for the employee shall be used.

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

#### **Overtime Authorization**

There will be instances where the district's needs necessitate an employee work overtime. It is the Board's desire to keep overtime worked to a minimum. To facilitate this, employees shall receive authorization from their supervisor in advance of working overtime except in the rare instance when it is unforeseen and unavoidable.

All overtime worked will be paid in accordance with the provisions of the FLSA, but unless the overtime was pre-approved or fit into the exceptions noted previously, disciplinary action shall be taken for failure to follow District policy. In extreme and repeated cases, disciplinary action could include the termination of the employee.

#### **Leave Requests**

All covered employees shall submit a leave request form prior to taking the leave if possible. If a request for leave was not possible in advance due to unforeseen or emergency circumstances, the leave form shall be turned in the day the employee returns to work. Unless specifically granted by the Board for special circumstances, the reason necessitating the leave must fall within District policy.

Payment for leave could be delayed or not occur if an employee fails to turn in the required leave form. Leave may be taken in a minimum of eight (8) hour increments.

#### **Record Keeping and Postings**

The District shall keep and maintain records as required by the FLSA for the period of time required by the act.

The District shall display minimum wage posters where employees can readily observe them.



## Cooperation with Enforcement Officials

All records relating to the FLSA shall be available for inspection by, and District employees shall cooperate fully with, officials from the Department of Labor (DOL) and/or its authorized representatives in the performance of their jobs relating to:

- a. Investigating and gathering data regarding the wages, hours, and other conditions and practices of employment;
- b. Entering, inspecting, and/or transcribing the premises and its records;
- c. Questioning employees and investigating such facts as the inspectors deem necessary to determine whether any person has violated any provision of the FLSA.

Legal References:

- A: 29 USC § 206(a), ACA § 6-17-2203
- B: 29 USC § 207(a)(1), 29 CFR § 778.100
- C: 29 USC § 207(o), 29 CFR § 553.50
- D: 29 USC § 213(a), 29 CFR §§ 541 et seq.
- E: 29 CFR § 778.218(a)
- F: 29 USC § 207(e), 29 CFR § 778.108
- G: 29 CFR § 778.105
- H: 29 CFR §§ 785.9, 785.16
- I: 29 CFR § 516.2(7)
- J: 29 CFR §§ 785.1 et seq.
- K: A.C.A. § 6-17-2205
- L: 29 CFR §§ 785.19
- M: 29 USC § 207(a), 29 CFR § 778.100, 29 USC § 207(o), 29 CFR §§ 553.20 – 553.32
- N: 29 CFR § 778.106
- O: 29 USC § 207(g)(2), 29 CFR § 778.115
- P: 29 USC § 207(o)(2)(A), 29 CFR § 553.23
- Q: 29 CFR § 553.20
- R: 29 USC § 207(o)(4), 29 CFR § 553.27
- S: 29 USC § 211(c), 29 CFR §§ 516.2, 516.3, 553.50
- T: 29 CFR § 516.4
- U: 29 CFR §§ 516.5, 516.6
- V: 29 USC § 211(a)(b)

Date Adopted: 6/13/2019

Last Revised:





## **8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT**

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

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

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

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

For employees who work two or more jobs for the District, the superintendent or designee shall specify which is the employee's primary job. If circumstances change, the determination can be changed to reflect the current needs of the District. Furthermore, if on any given day, one of the employee's jobs requires more hours worked than is customary, the District reserves the right to lessen the number of hours the employee may work in his/her other job such that the employee does not exceed forty (40) hours worked in that week.

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

Sick leave related absence from work (e.g. sick leave for personal or family illness or accident, Workers Comp, and FMLA) inherently means the employee is also incapable of working at any source of outside employment. Except as provided in policy 8.26, if an employee who works a non-district job while taking district sick leave for personal or family illness or accident, Workers Comp, or FMLA shall be subject to discipline up to and including termination.



Cross References: 8.5—CLASSIFIED EMPLOYEES SICK LEAVE  
8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE  
8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS’  
COMPENSATION

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

Date Adopted: 6/13/2019

Last Revised:



## 8.13—CLASSIFIED PERSONNEL EMPLOYMENT

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

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

It is grounds for termination of contract of employment if an employee fails a criminal background check or receives a true report on the Child Maltreatment Central Registry check.<sup>1</sup> All classified employees shall complete, at District expense, a criminal records background check and Child Maltreatment Central Registry check at least one (1) time every five (5) years.

An employee who receives notification of a failure to pass a criminal background check or a true result on the Child Maltreatment Central Registry check shall have thirty (30) days following the notification to submit to the superintendent, or designee, a written request for a hearing before the Board to request a waiver. The written request should include any documentation, such as police reports, or other materials that are related to the event giving rise to the failed background check or true result on the Child Maltreatment Registry as well as information supporting your request for the waiver. Employees requesting a board hearing to request a waiver should be aware that this hearing is subject to the Arkansas Freedom of Information Act and it must be fully open to the public as a result.

For unlicensed individuals employed as teachers or administrators under a waiver, all teachers who begin employment in the 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.<sup>2</sup>

Before the superintendent may make a recommendation to the Board that an individual be hired by the District, the superintendent shall check the Arkansas Educator Licensure System to determine if the individual has a currently suspended or revoked teaching license or a current Level 3 or Level 4 public notification of ethics violation. An individual with a currently suspended license or whose license has been revoked by the State Board of Education is not eligible to be employed by the District; this prohibition includes employment as a substitute teacher, whether directly employed by the District or providing substitute teaching services under contract with an outside entity. An individual with a current Level 3 or Level 4 public notification of ethics violation shall not be recommended for employment by the District.



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.<sup>3</sup>

Inquiries on non-discrimination may be directed to Superintendent , who may be reached at 479-736-2253, 201 S. Giles, Gentry, AR, 72734.

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 law<sup>6</sup>, the District provides a veteran preference to applicants who qualify for one of the following categories:

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

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

- a. A person honorably discharged from a tour of active duty, other than active duty for training only, with the armed forces of the United States; or
- b. Any person who has served honorably in the National Guard or reserve forces of the United States for a period of at least six (6) years, whether or not the person has retired or been discharged.

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

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



- Disability letter from the Veteran’s Administration (in the case of an applicant with a service-related disability).

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

Notes: This policy is similar to Policy 3.19. If you change this policy, review 3.19 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.

<sup>1</sup> An expunged, sealed, or pardoned conviction shall not disqualify a person from employment unless the conviction involves the physical or sexual injury, mistreatment, or abuse of another.

<sup>2</sup> If you do not have a waiver to employ individuals as teachers or administrators without a license, remove this paragraph.

<sup>3</sup> A copy of the non-discrimination 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.

<sup>4</sup> 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.

<sup>5</sup> 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 4, 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](mailto: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.

<sup>6</sup> 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  
Division of Elementary and Secondary Education Rules Governing the Code  
of Ethics for Arkansas Educators  
[A.C.A. § 6-16-1507](#)  
A.C.A. § 6-17-301  
A.C.A. § 6-17-414  
A.C.A. § 6-17-428  
A.C.A. § 6-17-429  
A.C.A. § 21-3-303  
A.C.A. § 25-19-101 et seq.  
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

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



Ensuring all students connect, learn, and succeed.



34 C.F.R. § 106.9  
34 C.F.R. § 108.9  
34 C.F.R. § 110.25

Date Adopted:6.13.2019  
Last Revised:6.19.23

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



Ensuring all students connect, learn, and succeed.



## **8.14—CLASSIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES**

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

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

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

The provisions of policy 7.12—EXPENSE REIMBURSEMENT are incorporated by reference into this policy.

Cross Reference: Policy                      7.12—EXPENSE REIMBURSEMENT

Date Adopted: 6/13/2019  
Last Revised:





## **8.15—CLASSIFIED PERSONNEL TOBACCO USE**

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

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

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

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

Date Adopted: 6/13/2019

Last Revised:



## **8.16—DRESS OF CLASSIFIED EMPLOYEES**

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

Date Adopted: 6/13/2019

Last Revised:



## **8.17—CLASSIFIED PERSONNEL POLITICAL ACTIVITY**

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

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

1. Using students for preparation or dissemination of campaign materials;
2. Distributing political materials;
3. Distributing or otherwise seeking signatures on petitions of any kind;
4. Posting political materials; and
5. Discussing political matters with students, in or out of the classroom, in other than circumstances appropriate to the employee's responsibilities to the students and where a legitimate pedagogical reason exists.

Date Adopted: 6/13/2019

Last Revised:



## **8.18—CLASSIFIED PERSONNEL DEBTS**

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

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

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

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

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

Date Adopted: 6/13/2019

Last Revised:



## 8.19—CLASSIFIED PERSONNEL GRIEVANCES

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

### Definitions

“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.<sup>1</sup> 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 superintendent<sup>2</sup>. 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 3.25. If you change this policy, review 3.25 at the same time to ensure applicable consistency between the two.

<sup>1</sup> 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.

<sup>2</sup> 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: 6/13/2019

Last Revised: 6.19.23





**8.19F—LEVEL TWO GRIEVANCE FORM - CLASSIFIED**

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

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

Classified Personnel Policy grievance is based upon:

\_\_\_\_\_

Grievance (be specific):

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

What would resolve your grievance?

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

Supervisor’s Response

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

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

Date Adopted: 6/13/2019  
Last Revised:



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



Ensuring all students connect, learn, and succeed.



## 8.20—CLASSIFIED PERSONNEL SEXUAL HARASSMENT

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

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

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

### Definitions

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

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

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

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

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

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. The conduct is:
  - a. Unwelcome; and



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

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

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

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

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

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



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

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

### **Supportive Measures**

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

### **Formal Complaint**

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

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

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

The District may consolidate formal complaints of allegations of sexual harassment where the allegations of sexual harassment arise out of the same facts or circumstances and the formal complaints are against more



than one respondent; or by more than one complainant against one or more respondents; or by one party against the other party. When the District has consolidated formal complaints so that the grievance process involves more than one complainant or more than one respondent, references to the singular “party”, “complainant”, or “respondent” include the plural, as applicable.

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

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

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

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



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

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

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

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

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

The District shall investigate the allegations in a formal complaint. If the conduct alleged in the formal complaint would not constitute sexual harassment as defined in this policy even if proved; did not occur in the District’s education program or activity; or did not occur against a person in the United States, then the District shall dismiss the complaint as not meeting the definition of sexual harassment under this policy. A dismissal for these reasons does not preclude action under another provision of the District’s personnel policies or code of conduct.



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

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

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

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

### **Appeals**

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

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

For all appeals, the District shall:

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

### **Confidentiality**

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

- individuals who are responsible for handling the District's investigation and determination of responsibility to the extent necessary to complete the District's grievance process;
- Submit a report to the child maltreatment hotline;





- Submit a report to the Professional Licensure Standards Board for reports alleging sexual harassment by an employee towards a student; or
- The extent necessary to provide either party due process during the grievance process.

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

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

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

### **Administrative Leave**

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

### **Retaliation Prohibited**

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

### **Disciplinary Sanctions**

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

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

### **Records**

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

- Each sexual harassment investigation including:



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

Cross References:      3.26—LICENSED PERSONNEL SEXUAL HARASSMENT  
                                   4.27—STUDENT SEXUAL HARASSMENT  
                                   5.20—DISTRICT WEBSITE  
                                   7.15—RECORD RETENTION AND DESTRUCTION  
                                   8.13—CLASSIFIED PERSONNEL EMPLOYMENT

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

Date Adopted:6-13-2019  
 Last Revised:8-17-20



## **8.21—CLASSIFIED PERSONNEL SUPERVISION OF STUDENTS**

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

Date Adopted: 6/13/2019

Last Revised:



## 8.22—CLASSIFIED PERSONNEL COMPUTER USE POLICY

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

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

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

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

Date Adopted: 6/13/2019  
Last Revised:



## 8.22F—CLASSIFIED PERSONNEL INTERNET USE AGREEMENT

Name (Please Print) \_\_\_\_\_

School \_\_\_\_\_ Date \_\_\_\_\_

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

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



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

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

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

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

Employee's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Date Adopted: 6/13/2019

Last Revised:



## 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE\*

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

### SECTION ONE—FMLA LEAVE GENERALLY

#### Definitions

“Eligible Employee” is an employee who has:

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

“FMLA” is the Family and Medical Leave Act

“Health Care Provider” means:

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

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



rules related to the taking of leave near the end of a semester do not apply to: teacher assistants or aides who do not have as their principal job actual teaching or instructing, administrators, counselors, librarians, psychologists, and curriculum specialists.

“Intermittent leave” is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule is a leave schedule that reduces an employee’s usual number of working hours per workweek, or hours per workday. A reduced leave schedule is a change in the employee’s schedule for a period of time, normally from full-time to part-time.

“Next of Kin”, used in respect to an individual, means the nearest blood relative of that individual.

“Parent” is the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or a daughter. This term does not include parents “in-law.”

“Serious Health Condition” is an injury, illness, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical facility or continuing treatment by a health care provider.

“Son or daughter”, for numbers 1, 2, or 3 below, is a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age eighteen (18), or age eighteen (18) or older and “incapable of self-care because of a mental or physical disability” at the time that FMLA leave is to commence.<sup>2</sup>

“Year” the twelve (12) month period of eligibility shall begin on July first of each school-year. (July 1-June 30)

### **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 servicemember with a serious illness or injury. (See Section Two)





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

A legally married couple who are both eligible employees employed by the District may not take more than a combined total of twelve (12) weeks of FMLA leave for reasons 1, 2, or to care for a parent under number 3.

### **Provisions Applicable to both Sections One and Two**

#### **District Notice to Employees**

The District shall post, in conspicuous places in each school within the District where notices to employees and applicants for employment are customarily posted, a notice explaining the FMLA's provisions and providing information about the procedure for filing complaints with the Department of Labor.<sup>4</sup>

#### **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.<sup>5</sup> If the employee is eligible, the District may request additional information from the employee and/or certification from a health care provider to help make the applicability<sup>6</sup> 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.<sup>7</sup>

If the circumstances for the leave don't change, the District is only required to notify the employee once of the determination regarding the designation of FMLA leave within any applicable twelve (12) month period.

Employees who receive notification that the leave request does not qualify under the FMLA are expected to return to work; further absences that are not otherwise excused could lead to discipline for excessive absences, or termination for job abandonment.

#### **Concurrent Leave Under the FMLA**

All FMLA leave is unpaid unless substituted by applicable accrued leave. The District requires employees to substitute any applicable accrued leave (in the order of sick, personal, or vacation leave as may be applicable) for any period of FMLA leave.<sup>6</sup>

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

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

No employee on FMLA leave for their own serious medical condition may perform work at another, non-district job while on FMLA leave. Except as provided in policy 8.36, employees who do perform work at another, non-district job while on FMLA leave for their own serious medical condition will be subject to discipline, which could include termination or nonrenewal of their contract of employment.



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

### **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.<sup>8</sup>

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.<sup>9</sup>

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

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

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

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

### **Reporting Requirements During Leave**

Unless circumstances exist beyond the employee's control, the employee shall inform the district every two (2) weeks<sup>10</sup> during FMLA leave of his/her current status and intent to return to work.



### **Return to Previous Position**

An employee returning from FMLA leave is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority.

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

### **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**

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



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

### **Medical Certification**

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

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

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

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

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

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

### **Substitution of Paid Leave**

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

To the extent the employee has accrued paid vacation or personal leave, any leave taken that qualifies for FMLA leave for reasons 1 or 2 above shall be paid leave and charged against the employee's accrued leave.

Workers' Compensation: FMLA leave may run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition. To the extent that workers' compensation benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the workers' compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job." As a result, the employee



may lose his/her workers' compensation payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

### **Return to Work<sup>12</sup>**

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 unduly disrupt the operations of the employer, subject to the approval of the health care provider.

When granting leave on an intermittent or reduced schedule for reasons 3 or 4 above that is foreseeable based on planned medical treatment, the District may temporarily transfer eligible employees for the period of



scheduled intermittent or reduced leave to an alternative position that the employee is qualified for and that better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

### **Special Provisions relating to Instructional Employees as Defined in This Policy**

The FMLA definition of "instructional employees" covers a small number of classified employees. Any classified employee covered under the FMLA definition of an "instructional employee" and whose FMLA leave falls under the FMLA's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

## **SECTION TWO- FMLA LEAVE CONNECTED TO MILITARY SERVICE**

### **Leave Eligibility**

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

### **Qualifying Exigency**

An eligible employee may take FMLA leave for any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. Examples include issues involved 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.<sup>13</sup>

### **Definitions**

“Covered active duty” means:

- in the case of a member of a **regular** component of the Armed Forces, duty during deployment of the member with the armed forces to a foreign country; and
- in the case of a member of a **reserve** component of the Armed Forces, duty during deployment of the member with the armed forces to a foreign country under a call to order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.

“Son or daughter on active duty or call to active-duty status” means the employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis, who is on active duty or call to active duty status, and who is of any age.

### **Certification<sup>14</sup>**

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.

### **Special Provisions relating to Instructional Employees as Defined in This Policy**

The FMLA definition of "instructional employees" covers a small number of classified employees. Any classified employee covered under the FMLA definition of an "instructional employee" and who's FMLA leave falls under the FMLA's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

### **Serious Illness**

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

### **Definitions**

“Covered Service Member” is:

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



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

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

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

“Serious Injury or Illness”:

- A. In the case of a member of the Armed Forces, including the National Guard or Reserves, it means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; and
- B. In the case of a veteran who was a member of the Armed Forces, including a member of the National Guard of Reserves, at any time during a period as a covered service member defined in this policy, it means a qualifying (as defined by the U.S. Secretary of Labor) injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

“Son or daughter of a covered servicemember” means a covered servicemember’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.<sup>2</sup>

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

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





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

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

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

### **Medical Certification<sup>15</sup>**

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 service member with a serious illness or injury when the medical need is best accommodated by such a schedule. The eligible employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider.

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

### **Special Provisions relating to Instructional Employees (as defined in this policy)**

The FMLA definition of "instructional employees" covers a small number of classified employees. Any classified employee covered under the FMLA definition of an "instructional employee" and whose FMLA leave falls under the FMLA's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

Notes: This policy is similar to Policy 3.32. If you change this policy, review 3.32 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 \_\_\_\_\_ 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 employees. 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 #<sup>4</sup> **AND** by the employee's receipt of this policy in the employee handbook.

<sup>1</sup> 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.

<sup>2</sup> 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."*

<sup>3</sup> 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;



- 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.

<sup>4</sup> 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.*

<sup>5</sup> 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 #<sup>4</sup> 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.

<sup>6</sup> 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. 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. 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 8.5—CLASSIFIED EMPLOYEES SICK LEAVE when making the determination of what sick leave qualifies under both policies.

<sup>7</sup> 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 #<sup>4</sup> or by calling the ASBA office.

<sup>8</sup> 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 cancelation 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.

<sup>9</sup> 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.*

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

<sup>11</sup> ASBA model policy 8.5—CLASSIFIED EMPLOYEES 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.

<sup>12</sup> 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 #<sup>4</sup> or by calling the ASBA office.

<sup>13</sup> 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.

<sup>14</sup> 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 #<sup>4</sup> or by calling the ASBA office.

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

Cross References: 8.5—CLASSIFIED EMPLOYEES SICK LEAVE  
8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT  
8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

Legal References: 29 USC §§ 2601 et seq.  
29 CFR part 825  
[A.C.A. § 6-17-122](#)

Date Adopted:  
Last Revised:

Date Adopted: 6/13/2019  
Last Revised: 6.19.23



## 8.24—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES

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

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

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

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

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

Legal References:       A.C.A. § 6–19-120  
                              A.C.A. § 27-51-1504  
                              A.C.A. § 27-51-1609

Date Adopted: 6/13/2019  
Last Revised:



## **8.25—CLASSIFIED PERSONNEL CELL PHONE USE**

Use of cell phones or other electronic communication devices by employees during their designated work time for other than District approved purposes is strictly forbidden unless specifically approved in advance by the superintendent, building principal, or their designees.

District staff shall not be given cell phones or computers for any purpose other than their specific use associated with school business. School employees who use school issued cell phones and/or computers for non-school purposes, except as permitted by District policy, shall be subject to discipline, up to and including termination. School employees who are issued District cell phones due to the requirements of their position may use the phone for personal use on an “as needed” basis provided it is not during designated work time.

All employees are forbidden from using school issued cell phones while driving any vehicle at any time. Violation may result in disciplinary action up to and including termination.

No employee shall use any device for the purposes of browsing the internet; composing or reading emails and text messages; or making or answering phone calls while driving a motor vehicle which is in motion and on school property. Violation may result in disciplinary action up to and including termination.

### **AND OTHER ELECTRONIC DEVICES**

#### **7.14—USE OF DISTRICT CELL PHONES AND COMPUTERS**

Legal References:      IRS Publication 15 B  
                                  A.C.A. § 27-51-1602  
                                  A.C.A. § 27-51-1609

Date Adopted: 6/13/2019

Last Revised:





## **8.26—CLASSIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING**

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

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

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

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

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

### **Definitions:**

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

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

- Physical harm to a public school employee or student or damage to the public school employee's or student's property;



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

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

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

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

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

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

1. Sarcastic comments "compliments" about another student's personal appearance or actual or perceived attributes,
2. Pointed questions intended to embarrass or humiliate,
3. Mocking, taunting or belittling,
4. Non-verbal threats and/or intimidation such as “fronting” or “chesting” a person,
5. Demeaning humor relating to a student's actual or perceived attributes,
6. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
7. Blocking access to school property or facilities,
8. Deliberate physical contact or injury to person or property,
9. Stealing or hiding books or belongings,
10. Threats of harm to student(s), possessions, or others,
11. Sexual harassment, as governed by policy 8.20, is also a form of bullying, and/or



12. Teasing or name-calling related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether the student self-identifies as homosexual or transgender (Examples: “Slut”, “You are so gay.”, “Fag”, “Queer”).

Legal Reference: A.C.A. § 6-18-514

Date Adopted: 6/13/2019

Last Revised:



## **8.27—CLASSIFIED PERSONNEL LEAVE — INJURY FROM ASSAULT**

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

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

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

Legal Reference:       A.C.A. § 6-17-1308

Date Adopted: 6/13/2019

Last Revised:



## **8.28— DRUG FREE WORKPLACE - CLASSIFIED PERSONNEL**

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

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

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

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

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

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

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

Any incident at work resulting in injury to the employee requiring medical attention shall require the employee to submit to a drug test, which shall be paid at the District's worker's compensation carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal



substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits in accordance with policy 8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION.

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

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

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

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

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

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

Any employee who possesses, uses, distributes or is under the influence of a prescription medication obtained by a means other than his/her own current prescription shall be treated as though he was in possession, possession with intent to deliver, or under the influence, etc. of an illegal substance. An illegal drug or other substance is one which is (a) not legally obtainable; or (b) one which is legally obtainable, but which has been obtained illegally. The District may require an employee to provide proof from his/her physician and/or pharmacist that the employee is lawfully able to receive such medication. Failure to provide such proof, to the



satisfaction of the Superintendent, may result in discipline, up to and including a recommendation of termination.

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

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

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

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

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

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

Date Adopted: 6/13/2019

Last Revised:



## 8.28F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT

### CERTIFICATION

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

Signature \_\_\_\_\_

Date \_\_\_\_\_





## **8.29—CLASSIFIED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING**

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

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

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

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

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

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

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

Date Adopted: 6/13/2019

Last Revised:



## 8.30—CLASSIFIED PERSONNEL REDUCTION IN FORCE

### SECTION ONE

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

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

If a reduction in force becomes necessary, the RIF shall be conducted separately for each occupational category of classified personnel identified within the district on the basis of each employee's years of service. The employee within each occupational category with the least years of experience will be non-renewed first. The employee with the most years of employment in the district as compared to other employees in the same category shall be non-renewed last. In the event that employees within a given occupational category have the same length of service to the district the one with the earlier hire date, based on date of board action, will prevail.

When the District is conducting a RIF, all potentially affected classified employees shall receive a listing of the personnel within their category with corresponding totals of years of service. Upon receipt of the list, each employee has ten (10) working days within which to appeal his or her total years of service to the superintendent whose decision shall be final. Except for changes made pursuant to the appeals process, no changes will be made to the list that would affect an employee's total after the list is released.

Total years of service to the district shall include non-continuous years of service; in other words, an employee who left the district and returned later will have the total years of service counted, from all periods of employment. Working fewer than 160 days in a school year shall not constitute a year. Length of service in a licensed position shall not count for the purpose of length of service for a classified position.

Except as may occur during a RIF in the District's teaching staff, there is no right or implied right for any employee to "bump" or displace any other employee. When there is a RIF of the District's teaching staff, a teacher with full licensure in a position shall prevail over a teacher with greater points but who is lacking full licensure in that subject area. "Full licensure" means an initial, or standard, non-contingent license to teach in a subject area or grade level, in contrast with a license that is provisional,; temporary,; or conditional on the fulfillment of additional course work or passing exams or any other requirement of the Division of Elementary and Secondary Education, other than the attainment of annual professional development training; or teaching under a waiver from licensure. The exception for a RIF in the District's teaching staff specifically does not allow a licensed employee who might wish to assume a classified position to displace a classified employee.



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

**Recall:**

There shall be no right of recall for any classified employee.

**SECTION TWO**

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

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

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

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

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

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: 6/13/2019

Last Revised: 6.22.21



## **8.31—CLASSIFIED PERSONNEL 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 relevant education degrees or credentials.

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.



Legal references: [A.C.A. § 6-13-636](#)  
[A.C.A. § 6-17-414](#)  
A.C.A. § 6-17-2301

Date Adopted: 6/13/2019  
Last Revised:6.19.23

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## **8.32—CLASSIFIED PERSONNEL ASSIGNMENTS**

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

Date Adopted: 6/13/2019

Last Revised:



### **8.33—CLASSIFIED PERSONNEL SCHOOL CALENDAR**

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

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

The Gentry School District shall operate by the following calendar.





# Gentry Public School District

## 2023-24 Traditional Calendar



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

### Important Dates And Information

#### First Semester Dates

July 4, 2023 Independence Day
August 7-11, 2023 Professional Development
<b>OPEN HOUSE (Check with your school for date and time)</b>
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.*

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Legal References:     A.C.A. § 6-15-2907(f)  
                          A.C.A. § 6-17-2301  
                          ADE Rules Governing the Arkansas Educational Support and Accountability Act  
Date Adopted: 6/13/2019  
Last Revised: 6.22.21, 6.19.23

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Effective As Of July 1, 2023



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## 8.34—CLASSIFIED 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 belief<sup>1</sup>.

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 **who is a mandated reporter** 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 3.40. If you change this policy, review 3.40 at the same time to ensure applicable consistency between the two.

<sup>1</sup> This is a delicate matter and the district would be wise to avail itself of professional development (PD) in this area available from DHS and other sources. While A.C.A. § 6-61-133 requires PD related to child maltreatment for only licensed employees and includes school nurses, school social workers, and school psychologists in the list of “licensed employees” who must receive the required PD, the list of mandated reporters under A.C.A. § 12-18-402 includes all district employees; as a result, Policy 3.6—LICENSED PERSONNEL



EMPLOYEE TRAINING includes language requiring all district employees to receive at least two (2) hours of PD on 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: 6/13/2019

Last Revised:6.19.23

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

### Obtaining Eligibility Information

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

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

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

### Releasing Eligibility Information

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

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

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



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

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

Date Adopted: 6/13/2019  
Last Revised:



## 8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

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

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

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

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

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

A WC absence may run concurrently with FMLA leave (policy 8.23) when the injury is one that meets the criteria for a serious health condition. To the extent that WC benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the WC injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job." As a result, the employee may lose his/her WC payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

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

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

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

Cross References:      8.5—CLASSIFIED EMPLOYEES SICK LEAVE  
                                  8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT  
                                  8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE

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

Date Adopted:6.13.2019  
 Last Revised:6.22.21



## 8.37—CLASSIFIED PERSONNEL SOCIAL NETWORKING AND ETHICS

### Definitions

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

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

Blogs are a type of networking and can be either social or professional in their orientation. Professional blogs, approved by the principal or his/her designee, are encouraged and can provide a place for staff to inform students and parents on school related activities. Social blogs are discouraged to the extent they involve staff and students in a non-education oriented format.

### Policy

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

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

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

Staff members are discouraged from creating personal social media accounts to which they invite students to be friends or followers. Employees taking such action do so at their own risk and are advised to monitor the site's privacy settings regularly.

District employees may set up blogs and other professional/education social media accounts using District resources and following District guidelines<sup>1</sup> to promote communications with students, parents, and the community concerning school-related activities and for the purpose of supplementing classroom instruction. Accessing professional/education social media during school hours is permitted.





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

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

Staff who are employed by the district as a teacher under a waiver from licensure should be aware that, in addition to the restrictions on inappropriate interactions with students and dissemination of information under this policy, they are required to follow the Division of Elementary and Secondary Education (DESE) Rules Governing The Code Of Ethics For Arkansas Educators. Violations of this policy that would also violate the Code of Ethics for Arkansas Educators may result in the filing of an ethics complaint with DESE.<sup>2</sup>

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

Specifically, the following forms of technology based interactivity or connectivity are expressly permitted or forbidden:<sup>3</sup>

### **Privacy of Employee's Social Media Accounts**

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

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 8.22—CLASSIFIED PERSONNEL COMPUTER USE POLICY)

Cross reference:8.22—CLASSIFIED PERSONNEL COMPUTER USE POLICY

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

Date Adopted:6.13.2019  
Last Revised:6.22.21



## **8.38—CLASSIFIED PERSONNEL VACATIONS**

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

All vacation time must be approved by the superintendent or his/her designee who shall consider the staffing needs of the district in making his/her determination.

No employee shall be entitled to more than 15 days of vacation as of the first day of each fiscal year. The permissible carry forward includes the 10 days credited upon the start of the fiscal year. Employees having accrued vacation totaling more than 15 days as of the date this policy is implemented shall not be eligible to increase the number of days carried forward during their employment with the district. Earned but unused vacation will be paid upon resignation, retirement, termination, or nonrenewal at the employee's current daily rate of pay.

Date Adopted: 6/13/2019

Last Revised:



### **8.39—Depositing collected funds**

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

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

Date Adopted: 6/13/2019

Last Revised:



## 8.40—CLASSIFIED PERSONNEL WEAPONS ON CAMPUS

### Firearms

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

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

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

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

### Other Weapons

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

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

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

Date Adopted: 6/13/2019

Last Revised:



## 8.41—WRITTEN CODE OF CONDUCT FOR EMPLOYEES INVOLVED IN PROCUREMENT WITH FEDERAL FUNDS

For purposes of this policy, “Family member” includes:

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

No District employee, administrator, official, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds, including the District Child Nutrition Program funds, if a conflict of interest exists, whether the conflict is real or apparent. Conflicts of interest arise when one or more of the following has a financial or other interest in the entity selected for the contract:

1. The employee, administrator, official, or agent;
2. Any family member of the District employee, administrator, official, or agent;
3. The employee, administrator, official, or agent’s partner; or
4. An organization that currently employs or is about to employ one of the above.

Employees, administrators, officials, or agents shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements including, but not limited to:

- a. Entertainment;
- b. Hotel rooms;
- c. Transportation.

Violations of the Code of Conduct shall result in discipline, up to and including termination. The District reserves the right to pursue legal action for violations.

All District personnel involved in purchases with Federal funds, including child nutrition personnel, shall receive training on the Code of Conduct.

Legal References:       A.C.A. § 6-24-101 et seq.  
Arkansas Department of Education Rules Governing the Ethical Guidelines And Prohibitions For Educational Administrators, Employees, Board Members And Other Parties  
Commissioner’s Memo FIN 09-036, 2 C.F.R. § 200.318  
Commissioner’s Memo FIN-10-048, 7 C.F.R. § 3016.36  
Commissioner’s Memo FIN 15-074, 7 C.F.R. § 3019.42

Date Adopted: 6/13/2019

Last Revised:

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## **8.42—CLASSIFIED PERSONNEL BUS DRIVER END of ROUTE REVIEW**

Each bus driver shall walk inside the bus from the front to the back to make sure that all students have gotten off the bus after each trip. If a child is discovered through the bus walk, the driver will immediately notify the central office and make arrangements for transporting the child appropriately. If children are left on the bus after the bus walk through has been completed and the driver has left the bus for that trip, the driver shall be subject to discipline up to and including termination.

Date Adopted: 6/13/2019

Last Revised:



## **8.43—CLASSIFIED PERSONNEL USE OF PERSONAL PROTECTIVE EQUIPMENT**

Employees whose job duties require the use or wearing of Personal Protective Equipment (PPE) shall use or wear the prescribed PPE at all times while performing job duties that expose employees to potential injury or illness. Examples of PPE include, but are not limited to:

Head and face protection:

- Hard hat;
- Bump cap;
- Welding helmet;
- Safety goggles;
- Safety glasses;
- Face shield;
- Respiratory protection:
  - Dust/mist mask;
  - Half-face canister respirators;
- Hearing protection:
  - Ear plugs;
  - Ear muffs;
- Hand protection, which is based on hazard exposure(s) and type(s) of protection needed:
  - Leather;
  - Latex;
  - Rubber;
  - Nitrile;
  - Kevlar;
  - Cotton;
- Body protection:
  - Welding apron;
  - Welding jackets;
  - Coveralls/Tyvek suits;
- Foot Protection:
  - Metatarsal protection;
  - Steel toed boots/shoes;
  - Slip resistant shoes;
- Fall Protection:
  - Belts, harnesses, lanyards;
  - Skylight protection;
  - Safe ladders;
  - Scissor lifts.

Employees operating a school-owned vehicle that is equipped with seat belts for the operator shall be secured by the seat belt at all times the employee is operating the vehicle. If the vehicle is equipped with seat belts for passengers, the employee operating the vehicle shall not put the vehicle into motion until all passengers are secured by a seat belt. Employees traveling in, but not operating, a school owned vehicle that is equipped with seat belts for passengers shall be secured by a seat belt at all times the vehicle is in motion.

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Employees who fail to use or wear the prescribed PPE required by their job duties put themselves and co-workers at risk of sustaining personal injuries. Employees who are found to be performing job duties without using or wearing the necessary PPE required by the employee's job duties may be disciplined, up to and including termination.

A supervisor may be disciplined, up to and including termination, if the supervisor:

1. Fails to ensure the employee has the prescribed PPE before the employee assumes job duties requiring such equipment;
2. Fails to provide an employee replacement PPE when necessary in order for the employee to continue to perform the job duties that require the PPE; or
3. Instructs the employee to perform the employee's job duties without the prescribed PPE required by those job duties.

An employee shall **not** be disciplined for refusing to perform job duties that require the employee to use/wear PPE if:

- a. The employee has not been provided the prescribed PPE; or
- b. The PPE provided to the employee is damaged or worn to the extent that the PPE would not provide adequate protection to the employee.

An employee's immediate Supervisor is responsible for providing the employee training on the proper use, care, and maintenance of any and all PPE that the employee may be required to use.

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

Date Adopted: 6/13/2019

Last Revised:



## 8.44—CLASSIFIED 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 memo<sup>1</sup>, 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.<sup>3</sup>

Notes:

<sup>1</sup> 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 8.44, the failure of an employee to sign and return his or her contract by the thirtieth (30<sup>th</sup>) day shall operate as a rejection of the offer of employment provided by the contract, and steps will immediately begin to fill that ~~vacated~~ position for the next school-year.*

Date Adopted:6.13.2019

Last Revised:6.19.2023



## 8.45—CLASSIFIED 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 8.20 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<sup>1</sup>, 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<sup>1</sup>.

Notes: This policy is similar to Policy 3.17. If you change this policy, review Policy 3.17 at the same time to ensure applicable consistency between the two.



<sup>1</sup> If you do not have individuals teaching under a waiver from licensure, remove references to the Code of Ethics from this policy.

Legal References:      A.C.A. § 6-17-301  
                                 A.C.A. § 6-17-414  
                                 A.C.A. § 6-17-415  
                                 ~~A.C.A. § 6-17-1701 et seq.~~  
                                 DESE Rules Governing the Code of Ethics for Arkansas Educators

Date Adopted:6.19.23

Last Revised:

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8.46-Removed

Gentry Public School District Board Policies  
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## **8.47—CLASSIFIED 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 student'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**  
PERSONNEL FILE

**Descriptor Code**  
GAK

**Issue Date**

**Revised**  
12-17-2008

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

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

An evaluation instrument shall exist for all certified district positions.

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**Descriptor Term**  
LINE OF AUTHORITY

**Descriptor Code**  
GAMA

**Issue Date**

**Revised**  
May 20, 2002

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

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

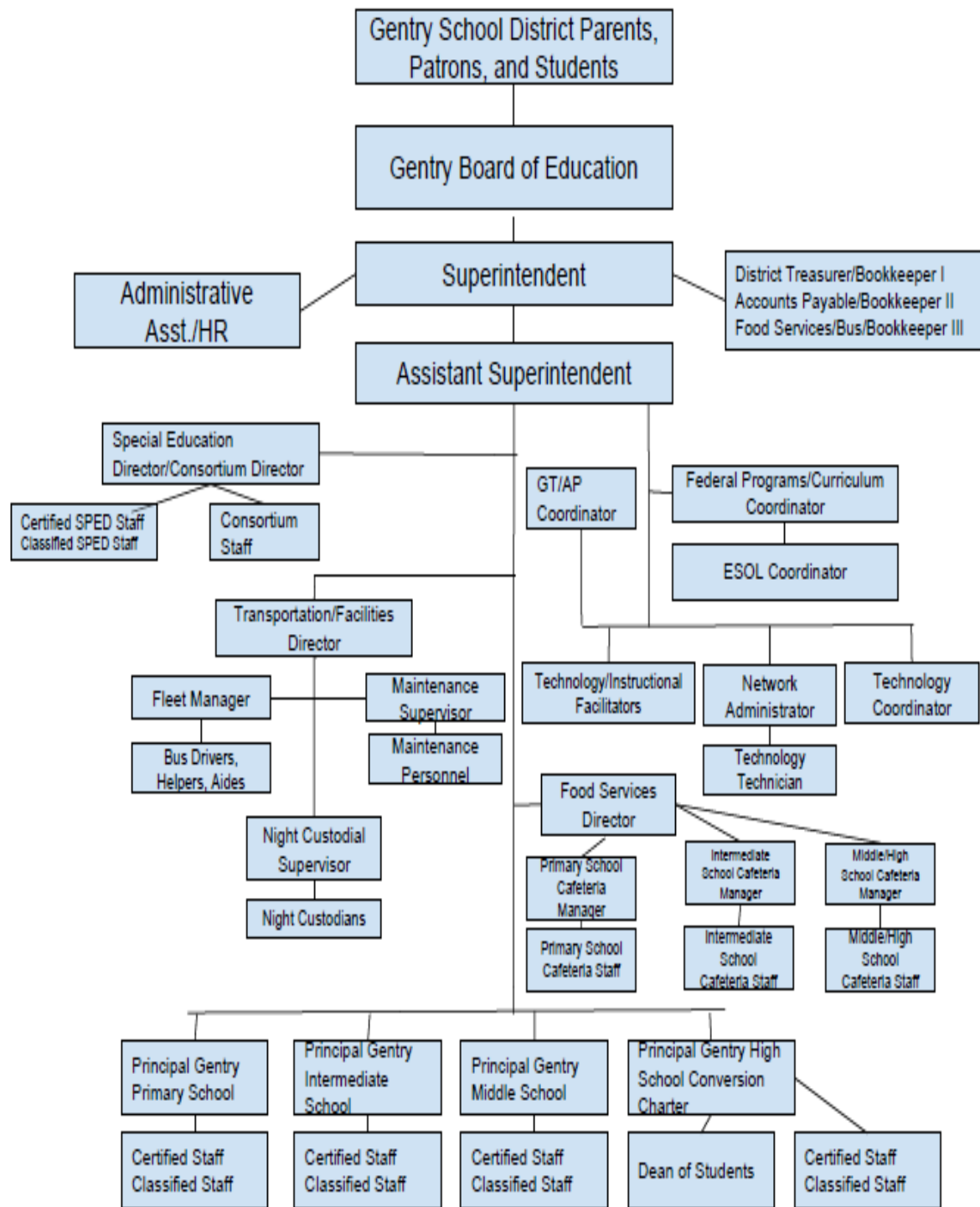
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<b>Descriptor Term</b>	<b>Descriptor Code</b>	<b>Issue Date</b>	<b>Revised</b>
TRANSFERS AND VACANCY	GBM	7-14-87	7-1-96, 7-5-2008 11-15-2010 June 17, 2013

When there is a vacancy, any staff member who is qualified by training and experience may request a transfer to the vacant position. This request must be made in writing to the building principal or supervisor in whose building or program the vacancy occurs.

Transfers may be granted if it is in the best interest of the total school program as determined by the building principals or supervisors involved, the superintendent, and the school board.

When the vacant position is one covered by board policies GBSB ADMINISTRATORS SCREENING COMMITTEE POLICY or is a position deemed by the school board to have a high public exposure and significant public contact as described in GBSB EMPLOYEE SCREENING COMMITTEE, then the transfer request will be made to the superintendent who shall convene the appropriate screening committee and present the transfer request for consideration. On recommendation from such committee that the transfer be granted, the superintendent, if concurring, shall make such recommendation to the school board. If the committee denies such request, or if the superintendent does not concur, then the transfer request shall be denied.

It shall be mandatory that the reason(s) for the recommendation of an involuntary transfer be reviewed by the board prior to the transfer being made.

In cases where there is more than one qualified candidate for a vacancy, the person that is best suited by training, experience, past teaching success, and other qualities deemed necessary will be selected to fill the position. This determination will be made by the building principal or supervisor, the superintendent, and the school board.

Vacant positions will be posted to the district's website within the online application link. Staff members interested in transfers should periodically review this site.



**Descriptor Term:**  
"Good Samaritan"  
Transfer of Sick Leave

**Descriptor Code:**  
GBRIBB

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

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

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

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

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



**Descriptor Term:**  
SUSPENSION

**Descriptor Code:**  
GDBK

**Issue Date:**  
May 16, 1994

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

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

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

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**Descriptor Term**  
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.



<b>Descriptor Term</b>	<b>Descriptor Code</b>	<b>Issue Date</b>	<b>Revised</b>
EMPLOYEE SCREENING COMMITTEE	GBSBA	February 15, 2010	

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

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

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

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

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



**Descriptor Term**  
REASONS FOR DISCIPLINARY ACTION

**Descriptor Code**  
GDBCA

**Issue Date**  
May 16, 1994

**Revised:**  
April 20, 1998  
June 17, 2013

Along with the need of efficiently operating the district, the safety and convenience of a great many personnel may be jeopardized by the thoughtless acts of just one worker; therefore, some restrictions must be made on the individual for the sake of the whole group. Following is a non-inclusive list of violations which will be sufficient grounds for disciplinary action up to and including discharge.

1. Failure to be at work station at starting time.
2. Leaving work station without authorization (contact principal or supervisor)
3. Excessive unexcused absenteeism.
4. Excessive tardiness
5. Wasting time or loitering during working hours
6. Possession of weapons on the premises at any time
7. Removing district property, records or confidential information from premises without proper authority
8. Willful abuse property, including tools, equipment, or property of other employees
9. Theft or misappropriation of property of employees, students, or the district.
10. Sabotage
11. Distract the attention of others from their job performance
12. Refusal to obey orders of supervisor
13. Refusal or failure to do work assignment
14. Unauthorized operation of machines, tools, or equipment
15. Threatening, intimidating, coercing, or interfering with employees or supervisor at any time
16. Fighting on the premises at any time
17. Creating or contributing to unsanitary conditions
18. Practical jokes injurious to employees or district property
19. Possession, consumption, or reporting to work under the influence of alcohol, non-prescribed drugs, or controlled substances.
20. Disregard of known safety rules or common safety devices provided
21. Unsafe operation of motor-driven vehicles
22. Operating machines or equipment without safety devices provided
23. Gambling, lottery, or any other game of chance on district property
24. Unauthorized distribution of literature, written or printed matter of any description on district premises.
25. Posting or removing notices, signs, or writing in any form on bulletin boards of district property at any time without specific authority of administration.
26. Poor workmanship
27. Immoral conduct or indecency including abusive and/or foul language.
28. In-coming and out-going personal calls during working hours (except for emergencies)
29. Walking off job
30. Falsifying time sheets
31. Engaging in sexual activities while on the job or on School Board property
32. Intentionally lying to supervisor



**Descriptor Term:**  
EMPLOYEE RELATIONS

**Descriptor Code:**  
GBH

**Issue Date:**  
May 18, 1998

**Revised:**  
6-15-98  
8-17-98

**Employee-Student Relations**

Any action or comment by a member of the school staff which invites romantic or sexual involvement with a student is considered to be highly unethical and is unacceptable to the Board. This includes, but is not limited to, inappropriate conversation, inappropriate touching, dating, cohabitation, and engaging in immoral conduct.

**Employee-Employee Relations**

Immoral acts, unprofessional conduct, or acts involving moral turpitude by an employee, which indicate unfitness to work in a school setting or poses a danger to others, will result in the immediate suspension of the employee and may result in the termination of such employee's contract of employment.





<b>Descriptor Term</b>	<b>Descriptor Code</b>	<b>Issue Date</b>	<b>Revised</b>
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 employed or the pay for a certified substitute teacher, whichever is less...

If a classified employee is eligible for retirement as described above but has not met the ten consecutive year requirement, the District will buy, on the employee’s retirement, the unused sick days at one-fourth (1/4) the per diem rate of the classified employed 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**  
Network Administrator Duties

**Descriptor Code**  
GBBAK

**Issue Date**  
June 20, 2011

**Revised**

**Description:** Oversees the administration, management and maintenance of computer network systems at Gentry Public Schools.

**Qualifications:**

- Education and training in computer science and network administration is preferred but not required
- Experience in local and wide area networks management and administration including configuration, setup, troubleshooting, planning, designing, implementation, and user support
- Ability to communicate orally and written in a professional manner
- Works well both alone or in a team setting
- Self-motivated
- Strong analytical skills

**Duties Include:**

- Network administration (including backup, security management, user account management, email systems, web servers, internet access, office systems and applications support)
- Assist Staff and Students with technology projects, problems and questions
- Assists with technology planning and updating through ongoing research.
- Upgrades, installs and troubleshoots networks
- Assists in reviewing and evaluating software to be implemented into the district
- Entering, changing and deleting inventory information in database as needed
- Develops and documents system standards for computer and network devices
- Performs technology needs analysis
- Rolls out hardware and software to ensure optimal deployment of resources
- Plans, implements, and supports the network and computing infrastructure plan
- Manages small to medium sized projects according to agreed upon budgets and schedules
- Other duties as assigned by supervisor



**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



**Descriptor Term**  
Computer Technician Duties

**Descriptor Code**  
GBBAL

**Issue Date**  
June 20, 2011

**Revised**

**Description:** A computer technician is responsible for general maintenance of computers and computer equipment and for resolving technical problems. The technician is expected to undertake general tasks which will promote seamless use of IT infrastructure in a work environment.

**Qualifications:**

- Education or experience in troubleshooting and supporting computer desktops, hardware and software
- Experience in local area network trouble shooting and user support
- Ability to communicate orally and written in a professional manner
- Works well both alone or in a team setting
- Self-motivated

**Duties Include:**

- Assist Staff and Students with technology projects, problems and questions
- Assists with technology planning and updating through ongoing research
- Troubleshoot and diagnose computer and software problems in a timely and efficient manner and provide technical support when needed
- Perform all designated installation procedures for both hardware and software, and provide and maintain appropriate documentation
- Working with external tech support agencies if necessary to resolve technical problems
- Inventorying, labeling, locating and relocating technology assets, as well as entering, changing and deleting inventory information in database
- Maintaining computer peripheral equipment- Ex: printers, scanners, projectors and whiteboards
- Troubleshooting wired and wireless networks, desktop and server hardware
- Other duties as assigned by supervisor



**Descriptor Term**  
AIDE DUTIES

**Descriptor Code**  
GDD

**Issue Date**  
May 16, 1994

**Revised:**  
March 8, 2004  
June 1, 2007

A. INSTRUCTIONAL AIDE RESPONSIBILITIES

1. Do direct teaching under the guidance of the classroom teacher
2. Check and grade papers.
3. Help the students with art activities.
4. Participate in classroom management.
5. Prepare interim reports
6. Assist with parent/teacher conferences.
7. Assist in field trips
8. Prepare learning materials.
9. Assist in the preparing bulletin boards.
10. Assist in the operation of teaching machines
11. Assist with lunchroom and campus supervision.
12. Help maintain classroom discipline.
13. Help tutor students as needed.
14. Assist with lesson planning.
15. Assist in the office when needed.
16. Help prepare yearly reports (if applicable)
17. Serve as substitute teacher in emergency situations
18. Perform other duties designated by the principal or superintendent.

B. OFFICE AIDE RESPONSIBILITIES

The office aide shall perform many of the same duties as the school secretary. These duties include:

1. Serving as school receptionist
2. Receiving and directing visitors
3. Supervising students who are waiting to see principal or counselor
4. Acting as substitute teacher in emergency situations
5. Serving as assistant to school nurse in emergencies
6. Answering phone
7. Distributing mail, etc.
8. Writing class admit slips for students.
9. Assigning books and lockers for new students.
10. Copying and sending transcripts.
11. Duplicating instructional materials for teachers
12. Calling substitute teachers at principal's request.
13. Performing other duties as designated by principal or superintendent.

C. Other Instructional Aide (Title I, Migrant, G&T, Etc.)

1. Conduct needs assessment of all students eligible for individual supplemental instruction in accordance with specific program.
2. Provide supplemental instruction in accordance with specific program guidelines under the direction of the classroom teacher or program supervisor.
3. Provide eligible students with other non-instructional supplemental services available through specific program.
4. Prepare supplemental instructional and enrichment materials as needed.
5. Maintain classroom and provide an environment conducive to learning.
6. Maintain classroom discipline.

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



Ensuring all students connect, learn, and succeed.



7. Periodically notify parents of student's progress.
8. Maintain updated records and transfer data to proper agencies upon request.
9. Supervise hallways, bathroom, cafeteria, etc.
10. Perform other duties as designated by program director, principal or superintendent.

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



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**Descriptor Term**  
CAFETERIA EMPLOYEES DUTIES

**Descriptor Code**  
GDDA

**Issue Date**  
May 16, 1994  
March 8, 2004

A. Responsibilities:

1. Prepare and serve all food.
2. Wash dishes, pots and pans etc.
3. Clean kitchen which includes, floors, equipment walls bathroom, storage areas, freezer, cooler refrigerators.
4. Keep all food products rotated and in order in the storage areas.
5. Check in delivery trucks.
6. Oversee student workers.
7. Do paper work and any other duties as assigned by the immediate supervisor.
8. Perform all duties per instruction and direction of the food services director or his/her designee.

Duties for Cashier:

1. Make and keep records for the daily collection of money in serving line.
2. Count money and student participation.
3. Transport money to central office daily.
4. Perform all duties per instruction and direction of the food services director or his/her designee.



**Descriptor Term**  
CENTRAL OFFICE EMPLOYEE DUTIES

**Descriptor Code**  
GDDB

**Issue Date**  
April 27, 1995

**Revised:**  
March 13, 2000  
May 20, 2002  
March 8, 2004  
June 28, 2004  
April 19, 2005

The Central Administration Office employs four office employees.

- A. Position One: Bookkeeper I responsibilities are to:
1. Keep an accurate record of school district funds.
  2. Pay all personnel that are paid from school district funds.
  3. Figure payroll deductions and send payments to proper place.
  4. Take care of property and personnel insurance.
  5. Verify all school district obligations paid from district funds.
  6. Prepare a school district financial statement each month.
  7. Perform other duties as assigned by superintendent.
- B. Position Two: Bookkeeper II/AP responsibilities are to:
1. Process and prepare for payment all Central Office purchases for “Accounts Payable”
  2. Assist campus secretaries to process and prepare for payment all campus purchases for “Accounts Payable”
  3. Keep all campuses’ activity account funds and keep all records concerning the financial operation of the business fund.
  4. Pay all District Accounts Payable obligations
  5. Maintain an up-to-date inventory of all district capital equipment and other capital purchases or investments
  6. Assist Bookkeeper I and other positions as needed
  7. Perform other duties as assigned by District Treasurer.
- C. Position Three: *HR Coordinator*/Administrative Assistant’s responsibilities are to:
1. Verify, maintain, file, and process all information regarding Human Resources including both Personnel and Applicant files; assuming all custodial responsibilities for such records.
  2. Maintain and verify DOL and EEOC compliance for employees
  3. Compile and send “Cycle Reports” to the State Department of Education.
  4. Handle correspondence for the Superintendent including being the recording secretary for regular and special school board meetings.
  5. Prepare certified and classified contracts
  6. Perform other duties as assigned by Superintendent.
- D. Position Four: Bookkeeper III /Receptionist’s responsibilities are to:
1. Receive visitors and phone calls.
  2. Keep the school food service books and keep all records connected with the financial operation of the school food service program.
  3. Pay Food Services Accounts Payable obligations
  4. Approve and verify student lunch applications
  6. Assist Bookkeeper I and other positions as needed
  7. Perform other duties as assigned by District Treasurer.





**Descriptor Term**  
CUSTODIAN DUTIES

**Descriptor Code**  
GDDC

**Issue Date**  
May 16, 1994  
March 8, 2004

A. RESPONSIBILITIES

1. Open buildings in the morning
2. Regulate heat and A/C for all buildings.
3. Check all restrooms for supplies and cleanliness frequently during the work day.
4. Clean all rooms and hallways daily (vacuum or sweep).
5. See that all windows and doors are locked at the end of the day.
6. Empty all wastebaskets in all rooms.
7. Mop clean and wax all rooms requiring such.
8. Wash windows periodically
9. Clean water fountains as needed.
10. Maintain landscape areas.
11. Repair desks, stools, chalkboards, bulletin boards.
12. Install pencil sharpeners
13. Perform other maintenance or custodial work as designated by immediate supervisor or superintendent.



<b>Descriptor Term</b>	<b>Descriptor Code</b>	<b>Issue Date</b>
FOOD SERVICE DIRECTOR DUTIES	GDDD	May 16, 1994 March 8, 2004

A. RESPONSIBILITIES

1. Provide instructions and supervision of all other cafeteria employees in the preparation and serving of meals and all other duties at all campuses.
2. Plan menu
3. Purchase all food, equipment, supplies, etc.
4. Keep all records and paperwork required to meet federal, state and local district guidelines and requirements, such as:
  - a. Meal Production Records
  - b. Inventory Control (purchased & U.S.D.A donated foods)
  - c. Storage areas (temperature control, etc.)
  - d. Vender Invoices
  - e. Time Sheets
  - f. Yearly accumulation and on-site review, etc.
5. Oversee maintenance and repairs of cafeteria equipment
6. Perform all other duties pertaining to the daily operation and maintenance of the Gentry School District Food Services Department and Program as assigned by the superintendent.
7. Develop the work schedule for all cafeteria employees

<b>Descriptor Term</b>	<b>Descriptor Code</b>	<b>Issue Date</b>
Child Nutrition Manager Duties	GDDH	June 1, 2007

- Supervise hourly employees.
- Make sure employees are in compliance with the guidelines of Standard Operating Procedures and document any incidents outside the guidelines, then report it to the Food Service Director.
- Responsible to cross train employees and work in any area of the kitchen if necessary.
- Responsible for turning in food orders to Food Service Director and then check in the order when it arrives.
- Document commodity foods received and update records
- Keep daily and monthly records of all meals served, including free, reduced, and paid.
- Consult with school nurse regarding students with food allergies and meet those needs if requested.



**Descriptor Term:**  
SCHOOL NURSE DUTIES

**Descriptor Code:**  
GDDF

**Issue Date**  
May 16, 1994  
March 8, 2004

A. Job summary

The school nurse cooperates with administration, school staff, parents and resource people in providing for students' total health needs; identifies and studies student health problems and assists in their solution.

He/she ascertains the need for additional or modified health services. Maintains records of students' health history, medical treatment required and related services executed by a nurse.

B. Responsibilities and authority

1. The school nurse is responsible for nursing activities of health services, interpreting policies and procedures and reviewing work performance to determine compliance to recognized standards for:

- a. Maintaining quality level of care.
- b. Compliance with physicians' orders and administrative policies according to State and District standards.

2. The school nurse is expected to:

- a. Maintain a good working relationship with school staff, administration and related resource people.
- b. Maintain student health records and implement physicians' orders regarding students.
- c. Provide for health care of student and cooperate with personnel of other departments in providing for students' total health needs.
- d. Periodically check to ensure maximum service and to ascertain need for additional or modified services.
- e. Ensure availability of supplies.
- f. Assist with research related to improvement of health services for students.
- g. Implement nursing responsibility and administrative policy.
- h. Give consultation and support to those needing or requesting health care.
- i. Provide first aid and supportive care to students needing assistance.
- j. Ascertain that all students of the Gentry Public Schools have complied with all current State and Federal Laws concerning immunization.
- k. Evaluate work performed.
- l. Arrange for screening programs and make referrals as indicated by results.
- m. Perform all other related duties as assigned by the Campus principal(s).

C. Qualifications

1. Education:

- a. A graduate of an approved school of nursing.
- b. A current Arkansas License to practice nursing.

2. Training and experience:

- a. Experience in school nursing preferred.
- b. Background of emergency work and experience in general nursing helpful.

**Gentry Public School District Board Policies**  
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**Descriptor Term:**  
SCHOOL SECRETARY DUTIES

**Descriptor Code:**  
GDDG

**Issue Date:**  
May 16, 1994  
March 8, 2004  
June 1, 2007  
April 25, 2016

Each principal shall have one (1) secretary. The elementary, middle, and high school office secretaries will help the students, teachers, and do school office work as assigned by the principal.

Responsibilities:

1. Serving as receptionist when necessary.
2. Keeping student attendance records up to date.
3. Maintaining average daily attendance information
4. Assigning books and lockers for new students.
5. Enrolling new students.
6. Keeping activity fund
7. Attend Tier II financial training
8. Process and prepare purchase orders for payment to Central Office Bookkeeper II.
9. Typing letters, bulletins, purchase requests, etc.
10. Making bank deposits.
11. Keeping permanent records up to date.
12. Keeping substitute teachers' employment records.
13. Calling substitute teachers at Principal's request.
14. Doing State Department of Education reports as requested by the Principal.
15. Perform other duties as designated by principal or superintendent.



**Descriptor Term:**  
Registrar Duties

**Descriptor Code:**  
GDDG-A

**Issue Date:**  
June 22, 2015

- 5) Maintains clerical and statistical records related to the enrollment, graduation and withdrawal of high school students.
  - Request records for new students and transferring students.
  - Process requests for records from other school districts
  - Process requests for educational verification and transcript requests for graduates.
  - Process requests for senior transcripts for college admissions during the fall and spring.
  - Process requests for final senior transcripts to be sent out to colleges and vocational schools.
- 6) Assist the counselor with Career Action Planning (CAP) meetings:
  1. Prior to each CAP meeting process all materials the advisor may need in order to conduct a successful meeting. Including, but not limited to, progress reports, report cards, transcripts.
  2. Maintain CAP advisor lists in e school.
- 7) Assist the counselor with the distribution and collection paperwork and the collection of fees associated with concurrent credit courses.
- 4) Assist the counselor with scheduling.
  1. Enter all student course requests
  2. Process reports that will assist the principal and counselor in the placement of courses in the master schedule.
  3. Maintain the course catalog and master schedule in e school.
  4. Assist the counselor with examination of student schedules to ensure they are complete and accurate.
  5. Assist the counselor making schedule changes and corrections.
  6. Distribute schedules to the students.
  1. Assists students and parents with requests for progress reports, driver's permit test paperwork, social security paperwork and proof of grades for insurance purposes.
  2. Assist counselor and students with paperwork related to ACT registration.
  3. Update and maintain the counselor's webpage on the Gentry Pioneers webpage. Including but not limited to posting ACT deadlines, scholarship information and financial aid information.
  4. Assist the counselor with the coordination of college and scholarship information to be provided to students.
  1. Create and maintain a scholarship database to inform students of scholarship opportunities.
2. Any other duties as assigned by counselor, principal or superintendent.



**RESPONSIBILITIES:**

- Works under the supervision of and evaluated by the Superintendent of Schools.
- Oversee general operations of the Transportation, Maintenance, Building/Grounds, Custodial and Food Service Departments. Monitors and coordinates recruitment, hiring, training, assignment, supervision, attendance and evaluation of all employees assigned thereto.
- Oversee the budget and purchasing within the Transportation, Maintenance, Building/Grounds, Custodial and Food Service Departments; collaborates with department supervisors to develop and manage their budgets.
- Maintains records related to Transportation, Maintenance, Building/Grounds, Custodial, and Food Service Departments in compliance with local, state, and federal regulations.
- Oversee the general safety and security of the district's facilities and transportation fleet.
- Works with all district faculty and staff to ensure that the facilities, grounds and district vehicles are safe for students and staff.
- Ensures that PM's and all inspections of equipment and systems are performed in a timely manner.
- Recommends, to the Superintendent of Schools, major equipment and vehicle replacements and oversees the purchasing process.
- Assists with the design, planning, and oversight of buildings renovations and new construction.
- Monitors progress of various major or long term projects.
- Responds to emergency situations and inclement weather conditions and assists in determining an appropriate course of action.
- Serves as the District Safety Coordinator.
- Serves, in conjunction with the Superintendent of Schools, as the District Point of Contact in a pandemic emergency.
- Serves on the District Leadership Team.
- Oversees the scheduling of all bus routes including inclement weather and any other limited bus service.
- Coordinates, with campus administrators, periodic bus safety training for students and staff.
- Periodically reviews contents of bus videos, confers with campus administrators when applicable.
- Oversee preparation and timely submission of necessary DESE reports.
- Address School Board and staff as needed.
- Comply with local and state purchasing regulations; work with vendors to ensure cost efficiency.
- Serve as liaison to local, county, and state officials regarding district operations matters to maintain a positive school/community relationship.
- Maintain regular, direct communication with the Superintendent of Schools concerning current issues and opportunities with respect to the operations of the district.
- Perform all other duties pertaining to the daily operation of the Gentry School District as assigned by the Superintendent of Schools.



<b>Descriptor Term</b>	<b>Descriptor Code</b>	<b>Issue Date</b>	<b>Revised</b>
FACILITIES AND TRANSPORTATION DIRECTOR DUTIES	GDDI	5/16/11	4/20/15

**RESPONSIBILITIES:**

1. Works under the supervision of the Superintendent of Schools
2. Oversees the recruitment, hiring, training, assignment, supervision and evaluation of all employees assigned to the Transportation, Maintenance, Building/Grounds, and Custodial Departments.
3. Oversees the budget and purchasing within the Transportation, Maintenance, Building/Grounds, and Custodial Departments.
4. Maintains records related to Transportation, Maintenance, Building/Grounds, and Custodial Departments in compliance with local, state, and federal regulations.
5. Oversees the general safety and security of the district's facilities and transportation fleet.
6. Ensure that the facilities, grounds and district vehicles are safe for students and staff.
7. Ensure that PM's and inspections of equipment and systems are performed in a timely manner.
8. Recommends major equipment and vehicle replacements.
9. Assists with the design, planning, and oversight of buildings renovations and new construction.
10. Monitors progress of various major or long term projects.
11. Responds to emergency situations and inclement weather conditions and assist in determining an appropriate course of action
12. Oversee the scheduling of all bus routes including inclement weather limited bus service.
13. Maintains a Facilities & Transportation webpage within the district's website
14. Coordinate, with school administrators, periodic bus safety training for students and staff.
15. Periodically review contents of bus videos, confer with school administration when applicable.
16. Comply with local and state purchasing regulations; work with vendors to ensure cost efficiency.
17. Serve as liaison to local, county, and state officials regarding facilities & transportation matters to maintain a positive school/community relationship.
3. Perform all other duties pertaining to the daily operation and maintenance of the Gentry School District Facilities & Transportation Department as assigned by the superintendent



<b>Descriptor Term</b>	<b>Descriptor Code</b>	<b>Issue</b>	<b>Date Revised</b>
Fleet Manager Responsibilities:	GDDJ	April 20, 2015	

1. Works under the supervision of the Facilities & Transportation Director.
2. Assists in the daily supervision of transportation personnel.
3. Assist in the scheduling of bus routes.
4. Assist in the scheduling of substitute bus drivers.
5. Assist in the scheduling of activity trips.
6. Assist with checking road conditions during inclement weather, inspects for road hazards, and other safety related conditions as required by the Facilities & Transportation Director.
7. Maintain records and paperwork required to meet federal, state, and local district guidelines and requirements, such as: Inventory, Time Sheets, Inspection Records, Pre/Post Trip Inspections.
8. Exhibits skill and proficiency in performing repairs, and routine and preventive maintenance.
9. Accurately inspects, diagnoses, and repairs the district's school buses. Performs road tests and inspects buses to ensure that malfunctions have been corrected and that the bus is operating safely and efficiently.
10. Keeps Facilities & Transportation Director informed as to status of jobs in the shop.
11. Be responsible for oil change, lube, batteries, etc., at regularly scheduled intervals as determined by the vehicle's operational condition and by guidelines from the Division of Public School Academic Facilities and Transportations.
12. Be responsible for the operational condition of the spare buses.
13. Maintains a high level of safety standards at all times while performing the responsibilities of the position.
14. Promptly reports any abuse of buses and/or equipment to the Facilities & Transportation Director.
15. Responsible for inventories of assigned tools and equipment.
16. Maintains shop area in a safe, clean, and orderly condition; maintains equipment and tools in a safe and proper working condition; notifies appropriate personnel of unsafe working conditions.
17. Completes work orders and maintains records of time worked and materials used.
18. Recommends and assists with purchase of needed parts, supplies, and tools; completes records of vehicle maintenance and repair, parts cost, and vehicle inspections.
19. Serves as an emergency substitute bus driver, if an appropriate substitute cannot be secured.





20. Performs emergency road service to disabled buses. Drives replacement bus to site and calls for wrecker service, when needed.
21. Assists with driver training in the areas of daily pre-trip inspection and bus components identification.
22. Ensures that all school vehicles are fueled.
23. Ensures that all school vehicles are washed on a regular basis.
24. Attends appropriate workshops and training programs as assigned by the Facilities & Transportation Director.
25. Perform all other duties pertaining to the daily operation and maintenance of the Gentry School District Facilities and Transportation Department as assigned by the Facilities & Transportation Director or the Superintendent



**Descriptor Term**  
TRANSPORTATION  
HELPER DUTIES

**Descriptor Code**  
GDDJ-A

**Issue Date**  
April 20, 2015

1. Works under the supervision of the Fleet Manager.
2. Assists Fleet Manager in performing repairs, and routine and preventive maintenance.
3. Maintains a high level of safety standards at all times while performing the responsibilities of the position.
4. Promptly reports any abuse of buses and/or equipment to the Fleet Manager.
5. Responsible for inventories of assigned tools and equipment.
6. Maintains work area in a safe, clean, and orderly condition; maintains equipment and tools in a safe and proper working condition; notifies appropriate personnel of unsafe working conditions.
7. Completes work orders and maintains records of time worked and materials used.
8. Serves as a substitute bus driver.
9. Assists with emergency road service to disabled buses. Drives replacement bus to site and calls for wrecker service, when needed.
10. Fuels all school vehicles.
11. Washes all school vehicles.
12. Attends appropriate workshops and training programs as assigned by the Fleet Manager or Facilities & Transportation Director.
13. Perform all other duties pertaining to the daily operation and maintenance of the Gentry School District Transportation Department as assigned by the Fleet Manager or Facilities & Transportation Director.



<b>Descriptor Term</b>	<b>Descriptor Code</b>	<b>Issue Date</b>
NIGHT CUSTODIAN SUPERVISOR RESPONSIBILITIES:	GDDC-A	April 20, 2015

1. Works under the supervision of the Facilities & Transportation Director.
2. Assists in the daily supervision of the night custodial personnel.
3. To continuously inspect and appraise the nightly custodial services of the district and report any problems or needs to the Facilities & Transportation Director.
4. Assist in the requisition and purchasing procedure to maintain an adequate supply of custodial supplies to complete nightly cleaning schedule.
5. Maintains a high level of safety standards at all times while performing the responsibilities of the position.
6. Assist in the training of all custodial personnel to ensure proper training in all aspects of custodial care, including the use and handling of chemicals, hazardous materials, medical waste disposal, and building security.
7. Will serve as a night custodian substitute as needed.
8. Promptly reports any abuse of facilities and/or equipment to the Facilities and Transportation Director.
9. Responsible for inventories of assigned tools and equipment of the night custodial staff.
10. Maintains work area in a safe, clean, and orderly condition; maintains equipment and tools in a safe and proper working condition; notifies appropriate personnel of unsafe working conditions.
11. Completes work orders and maintains records of time worked and materials used.
12. Attends appropriate workshops and training programs as assigned by the Facilities & Transportation Director.
13. Perform all other duties pertaining to the daily operation and maintenance of the Gentry School District Facilities & Transportation Department as assigned by the Facilities & Transportation Director or Superintendent.



**Descriptor Term**  
MAINTENANCE SUPERVISOR  
DUTIES

**Descriptor Code**  
GDDE

**Issue Date**  
May 16, 1994

**Revised**  
May 20, 2002  
March 8, 2004  
April 20, 2015

1. Works under the supervision of the Facilities & Transportation Director.
2. Perform general maintenance and repair tasks in a variety of areas and as assigned by Director of Facilities & Transportation.
3. Assists in the daily supervision of district maintenance personnel.
4. Assists in the supervision of the grounds- mowing, "weed-eat", trim and prune trees, snow removal of driveways and major walkways, etc.
5. Ensure that the facilities and grounds are safe for students and staff.
6. Escort various inspectors on survey of sites, i.e. fire marshal, insurance inspectors, state safety and health inspectors, etc. Be responsible for follow-up on any deficiencies noted by above mentioned inspectors.
7. Work cooperatively with custodial employees, staff, and administrators.
8. Ensure that PM's and inspections of equipment and systems are performed in a timely manner.
9. Respond to emergency situations and perform necessary repairs with the understanding that these sometimes occur during "off" hours or holidays.
10. Use the work order system, making sure that work orders have been written and approved before performing tasks, except in emergency situations.
11. All duties to help maintain and upkeep of the campus.
12. Recommend repairs or procedures that are beyond the scope of responsibilities, skill or experience, to the Director of Facilities & Transportation.
13. Ensure that all applicable fire, safety, health, and environmental regulations and laws are observed and met.
14. Maintain an adequate supply of parts and supplies to complete repairs, and to request needed supplies through the established procedures of the district.
15. Make recommendations for improvement in the effectiveness and efficiency of all maintenance operations of the district.
16. Maintain required and/or necessary certifications pertaining to job duties; ASPMA, Asbestos Inspections, Boiler Operator, OSHA, ASHA.
17. Adhere to federal and state regulations and statutes.
18. Perform all other duties pertaining to the daily operation and maintenance of the Gentry School District Facilities and Transportation Department as assigned by Facilities and Transportation Director or the Superintendent.



**Descriptor Term**  
MAINTENANCE TECHNICIAN  
RESPONSIBILITIES:

**Descriptor Code**  
GDDE-A

**Issue Date**  
April 20, 2015

1. Works under the supervision of the Maintenance Supervisor.
2. Perform general maintenance and repair tasks in a variety of areas and as assigned by Maintenance Supervisor.
3. Ensure that the facilities and grounds are safe for students and staff.
4. Work cooperatively with custodial employees, staff, and administrators.
5. Use the work order system, making sure that work orders have been written and approved before performing tasks, except in emergency situations.
6. Assist in ensuring that all applicable fire, safety, health, and environmental regulations and laws are observed and met.
7. Attend required safety meetings.
8. Attend appropriate workshops or training programs as assigned by the Maintenance Supervisor.
9. Adhere to federal and state regulations and statutes.
10. Perform all other duties pertaining to the daily operation and maintenance of the Gentry School District Facilities and Transportation Department as assigned by the Maintenance Supervisor or the Facilities and Transportation Director.



**Descriptor Term**  
PROCEDURES FOR PLACEMENT  
ON THE SALARY SCHEDULE

**Descriptor Code**  
GBA

**Issue Date**  
6-30-92

**Revised**  
3-16-95, 3-13-00  
4-19-05

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

A. Part-time employment:

Teachers employed for as much as two-fifths and up to and including one-half time shall receive one-half year salary credit each year. Teachers employed more than one-half time shall receive a full year's salary credit each year.

B. Additional hours and degrees

1. Prior approval:

In order to assure salary credit for college work, each staff member shall secure the approval of the Superintendent prior to beginning the activity. Requests shall be made on forms furnished by the Administration.

2. College or University credit:

Degree: A degree granted by an accredited college or university in the teaching assignment field shall be honored. Only one degree at each level shall be credited as a degree on the salary schedule.

3. Semester hours:

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

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



- A. All staff will have their contracted amount paid in twelve (12) or thirteen (13) installments.
- B. Twelve month (245 day contract) certified employees will be paid in twelve (12) installments beginning in July and will be paid on or prior to the 20th of each month.
- C. Twelve month (245 day contract) classified employees will be paid in twelve (12) installments beginning in July and will be paid on or prior to the 20th of each month.
- D. Twelve month (245 day contract) classified employees, will be paid in thirteen (13) installments beginning in July and will be paid on or prior to the 20th of each month. The thirteenth (13<sup>th</sup>) installment will be paid prior to or on June 30th.
- E. Ten month (205 day contract) employees will be paid in twelve installments beginning in August and will be paid on or prior to the 20th of each month thereafter for September, October, November, December, January, February, March, April, and May. The final two installments will be paid prior to or on June 30th.
- F. Nine month (185 day contract) and Nine and one-half month (195 day contract) certified and classified employees will be paid in twelve installments beginning in September and will be paid on or prior to the 20th of each month thereafter for October, November, December, January, February, March, April, and May. The final three installments will be paid prior to or on June 30th.
- G. Nine month (185 day contract) employees who receive a stipend for an activity that begins in August will be paid in twelve installments beginning in August and will be paid on or prior to the 20th of each month thereafter for September, October, November, December, January, February, March, April, and May. The final two installments will be paid prior to or on June 30th.
- H. Employees whose remuneration is based on time sheets or per diem awards will be paid on or prior to the 20th of the month and/or succeeding month in which the compensation was earned.
- I. All staff will have their payments deposited electronically to his/her respective bank account Staff will be limited to two different accounts in which payments will be deposited.



<b>Descriptor Term</b>	<b>Descriptor Code</b>	<b>Issue Date</b>	<b>Revised</b>
Requesting Leave	GBRG	5-21-2012	

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

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

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

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

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

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





**Descriptor Term**  
LEAVE POLICY

**Descriptor Code**  
GBRH

**Issue Date**  
6-10-86

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

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

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

Leave of absence

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

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



**Descriptor Term:**  
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:**  
PERSONNEL VACATIONS

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

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

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

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

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

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

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



**Descriptor Term:**  
PROBATIONARY EMPLOYEE

**Descriptor Code:**  
GDBNB

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

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

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

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

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

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



Ensuring all students connect, learn, and succeed.

