

ASBA Policy Management Console

Model Master Manual

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7. BUSINESS AND FINANCIAL MANAGEMENT

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Policy 7.01: FISCAL YEAR

Status: ADOPTED

Original Adopted Date: 12/12/2002 **| Last Reviewed Date:** 12/12/2002

The District's fiscal year shall begin July 1 and end on the following June 30.

References	Description
A.C.A. § 6-20-410	A.C.A. § 6-20-410

Policy 7.02: ANNUAL OPERATING BUDGET

Status: ADOPTED

Original Adopted Date: 12/12/2002 | **Last Revised Date:** 05/23/2019 | **Last Reviewed Date:** 05/23/2019

The Superintendent shall be responsible for the preparation of the annual operating budget for the District. The Superintendent shall present the budget to the Board for its review, modification, and approval.

The budget shall be prepared in the electronic format as prescribed by the State Board of Education and filed with the Division of Elementary and Secondary Education no later than September 30 of each year.

The approved budget shall provide for expenditures that are within anticipated revenues and reserves. The District Treasurer shall present monthly reconciliation reports and a statement on the general financial condition of the District monthly to the Board.

Any changes made to the budget shall be in accordance with District policy and state law.

References	Description
A.C.A. § 6-13-701(e)(3)	A.C.A. § 6-13-701(e)(3)
A.C.A. § 6-20-2202	A.C.A. § 6-20-2202

Policy 7.03: MILLAGE RATE

Status: ADOPTED

Original Adopted Date: 12/12/2002 **| Last Revised Date:** 05/01/2023 **| Last Reviewed Date:** 05/01/2023

At least sixty (60) days in advance of the school election when the electors shall determine the annual ad valorem property tax for the District, the Board shall publish at least one time in some newspaper published or having a bona fide circulation in the county where the district's property lies the District's proposed budget, which shall include a millage rate sufficient to provide the funds necessary for the District's operation.

The District shall file with the county clerk of the county where the District is administratively domiciled the language required to submit the rate of tax for the District to the voters during the annual school election as soon as that language becomes available but no later than:

- Seventy-two (72) days before the annual school election in odd years and even years when the governor appears on the ballot at the general election; and
- eighty-nine (89) days before the annual school election in even years when the President of the United States appears on the ballot at the general election.

References	Description
A.C.A. § 6-13-622	A.C.A. § 6-13-622
A.C.A. § 6-14-111	A.C.A. § 6-14-111
Arkansas Constitution: Article 14 Section 3	Arkansas Constitution: Article 14 Section 3

Policy 7.04: GRANTS AND SPECIAL FUNDING

Status: ADOPTED

Original Adopted Date: 12/12/2002 **| Last Reviewed Date:** 12/12/2002

The Superintendent or his/her designee may apply for grants or special funding for the District. Any grants or special funding that require matching District resources shall receive Board approval prior to the filing of the grant's or special resource's application.

Policy 7.05: PURCHASES AND PROCUREMENT

Status: ADOPTED

Original Adopted Date: 12/12/2002 **| Last Revised Date:** 06/04/2026 **| Last Reviewed Date:** 06/04/2026

Purchases shall be made in accordance with State laws and procurement procedures governing school purchases that are deemed to be in the best interest of the District and are the result of fair and open competition between qualified bidders and suppliers. No bids shall be taken for professional services.

DEFINITIONS
"Commodities" are all supplies, goods, material, equipment, computers, software, machinery, facilities, personal property, and services, other than personal and professional services, purchased on behalf of the District.

"Micro-purchases" are purchases with a value of less than:

- Fifteen thousand dollars ($15,000) when purchased with Federal funds; or
- The State bid purchase threshold for purchases for the District's child nutrition programs when purchased with Federal funds.

"Professional services" are legal, financial advisory, architectural, engineering, construction management, and land surveying professional consultant services.

"Specifications" means a technical description or other description of the physical and/or functional characteristics of a commodity.

"State bid purchase threshold" means the purchase threshold amount set in A.C.A. § 6-21-304 and updated by Commissioner's Memo that requires District purchases be through the District's formal purchase procedures, such as sealed bids.

Commodities
The superintendent shall develop procedures for the procurement of micro-purchases that provide for the distribution of purchases between eligible vendors to the extent possible.

Purchases of commodities with a purchase price of more than $_____ require prior Board approval; however, if an emergency exists, the Superintendent may waive this requirement.

The district shall notify in writing all actual or prospective bidders, offerors, or contractors who make a written request to the district for notification of opportunities to bid. The notification shall be made in sufficient time to allow actual or prospective bidders, offerors, or contractors to submit a bid or other appropriate response. The board shall accept bids submitted electronically by email or fax for any and all district purchases, unless specified to be submitted by other means or methods, and except those bids which have been specified to have a designated date upon which the bids shall be opened. The superintendent shall be responsible for ensuring submitted bids, whether written, faxed, or emailed, are retained in accordance with policy 7.15—RECORD RETENTION AND DESTRUCTION.

The district will not solicit bids or otherwise contract for a sum greater than twenty-five thousand dollars ($25,000) with vendors that are on the "excluded parties list" if the contract is to be paid from federal funds.

The District shall not knowingly enter into any type of transaction with an individual or entity that performs abortions; induces abortions; provides abortions; or offers or provides abortion referrals.

The District shall not engage in a boycott of energy, fossil fuel, firearms, and ammunition industries. The District shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract:

- Includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of energy, fossil fuel, firearms, and ammunition industries; or
- Offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business; or
- Is for a total potential value of less than seventy-five thousand dollars ($75,000).

All purchases of commodities with an estimated purchase price that equals or exceeds the micro-purchase threshold or the State bid purchase threshold shall be procured by soliciting bids. Specifications shall be devised for all commodities to be bid that are specific enough to ensure uniformity of the bid and yet not so restrictive that it would prevent competitive bidding. The bid specifications shall not include the name or identity of any specific vendor. The Board reserves the right to reject all bids and to purchase the commodity by negotiating a contract. In such an instance, each responsible bidder who submitted a bid shall be notified and given a reasonable opportunity to negotiate.

Bids shall be awarded after careful examination of the details of the bid to determine the best overall value to the District. In instances where the low bid was not accepted, a statement of the reasons the low bid was not accepted shall be attached to the bid. Bidders submitting written bids shall be notified in writing of the bid award.

Whenever possible, a preference will be given to small and minority businesses; women's business enterprises; and labor surplus area firms.

The District shall provide a preference to Arkansas residents whenever the District is accepting bids to purchase materials and equipment as part of a construction project if:

a. One (1) or more Arkansas residents who submitted bids made written claim for a preference at the time they submitted a bid; and
b. An Arkansas resident's bid does not exceed the lowest qualified bid from a nonresident by more than five percent (5%).

If the qualifications for the Arkansas resident preference are met, then the District shall take the lowest bid from an Arkansas resident regardless of whether the Arkansas resident was one of the individuals who requested the preference.

The following commodities may be purchased with State funds without soliciting bids provided that the purchasing official determines in writing that it is not practicable to use other than the required or designated commodity or service, and a copy of the written determination is attached to the purchase order:

1. Commodities in instances of an unforeseen and unavoidable emergency;
2. Commodities available only from the federal government;
3. Utility services;
4. Used equipment and machinery; and
5. Commodities available only from a single source.

Commodity purchases with Federal funds may be purchased without soliciting bids only when one or more of the following circumstances apply:

1. The item is available only from a single source;
2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
3. The Federal awarding agency or appropriate unit of the Division of Elementary and Secondary Education expressly authorizes the noncompetitive purchase in response to a written request from the District; or
4. After solicitation of a number of sources, competition is determined inadequate.

The District may purchase a new motor vehicle, other than a school bus, without soliciting bids if, at the time of the purchase, the:

a. Purchase is from a motor vehicle dealer licensed in Arkansas;
b. Purchase price of the motor vehicle does not exceed the fleet price awarded by the Office of State Procurement; and
c. Motor vehicle to be purchased is the same make and model motor vehicle as the make and model the fleet price was awarded for by the Office of State Procurement.

Prospective bidders, offerors, or contractors may appeal to the district's superintendent if they believe the district failed to follow district bidding and purchasing policy or state law.

Any award of a contract shall be subject to revocation for ten (10) working days from:

- The initial awarding of the contract; or
- If an appeal is received, resolution of the appeal.

The intent is to provide prospective bidders, offerors, or contractors the opportunity to appeal the bid award if they believe the facts warrant an appeal. Any appeal shall be **in writing by certified mail** and received by the district office, "attention to the superintendent" within seven (7) calendar days following the initial and revocable award of the contract.

If the district receives an appeal of a bid award, they shall notify, in writing, those prospective bidders, offerors, or contractors who have made a written request to the district for notification of opportunities to bid that an appeal has been submitted. The notification shall state:

- that the contract award has been halted pending resolution of the appeal and could be revoked;
- the reasons for the appeal;
- that the recipient of the letter may respond to the protested issues identified in the appeal;
- the date the decision on the appeal will be made and notification sent;
- that if the appeal is upheld, the bidding process will be re-opened;
- that if the bidding is re-opened, changes will be made to the request for bids as necessary to satisfy the reasons for upholding the appeal.

The sole authority to resolve any appeal made relating to this policy shall rest with the superintendent. The superintendent's decision shall be final and conclusive. In the event the district upholds an appeal, the sole responsibility of the district to the aggrieved bidder(s) shall be the re-opening of the bidding process.

Except when prohibited by law, the District reserves the right to extend or renew a contract that was previously awarded under the process governed by this policy and law, provided the extension or renewal meet the following criteria:

1. The equipment and services provided under the extended or renewed contract meets or exceeds the specifications of the original bid.
2. The extended or renewed contract agreement complies with the state of Arkansas's documentation requirements.
3. The cost of the extended or renewed contract is the same or less than the original contract.
4. The extension or renewal is approved by the local school board.

Professional Services
The District does not use a bidding process when procuring professional services. Instead, when the District needs to procure professional services, the District shall:

1. Select three (3) qualified firms;
2. Determine the most qualified firm by considering, at a minimum, the:
    - Specialized experience and technical competence of the firm with respect to the type of professional services required;
    - Capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project;
    - Past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines; and
    - Firm's proximity to and familiarity with the area in which the project is located;
3. Negotiate a contract for the project with the most qualified firm.

When negotiating a contract, the District and the selected firm shall jointly prepare a detailed, written description of the scope of the proposed services. If the District is unable to negotiate a satisfactory contract with the firm selected, negotiations with that firm shall be terminated and the District shall negotiate a contract with the next most qualified firm. In the event the District is unable to negotiate a contract with any of the original selected firms, the District shall reevaluate the necessary professional services, including the scope and reasonable fee requirements, and return to step one.

The District encourages firms who provide professional services to submit annual statements of qualifications and performance data to the District. The District shall request any additional information as needed for a particular public project.

References	Description
2 C.F.R. § 200.1	2 C.F.R. § 200.1
2 C.F.R. § 200.319	2 C.F.R. § 200.319
2 C.F.R. § 200.320	2 C.F.R. § 200.320
2 C.F.R. § 200.321	2 C.F.R. § 200.321
2 C.F.R. § 200.324	2 C.F.R. § 200.324
48 C.F.R. § 2.101	48 C.F.R. § 2.101
A.C.A. § 15-4-3801 et seq.	A.C.A. § 15-4-3801 et seq.
A.C.A. § 18-44-503	A.C.A. § 18-44-503
A.C.A. § 19-61-515	A.C.A. § 19-61-515
A.C.A. § 19-61-801 et seq.	A.C.A. § 19-61-801 et seq.
A.C.A. § 19-65-101 et seq.	A.C.A. § 19-65-101 et seq.
A.C.A. § 19-65-201 et seq.	A.C.A. § 19-65-201 et seq.
A.C.A. § 22-9-203	A.C.A. § 22-9-203
A.C.A. § 25-1-1002	A.C.A. § 25-1-1002
A.C.A. § 6-18-2201 et seq.	A.C.A. § 6-18-2201 et seq.
A.C.A. § 6-21-301, 303, 304, 305, 306, 307	A.C.A. § 6-21-301, 303, 304, 305, 306, 307
A.C.A. § 6-24-101 et seq.	A.C.A. § 6-24-101 et seq.
DESE rules Governing the Student Protection Act	DESE rules Governing the Student Protection Act

Cross References	Description
7.24	ADVERTISING ON SCHOOL BUSES

Form 7.05-F(1): PURCHASES AND PROCUREMENT - COMMODITIES BIDDER AFFIDAVIT

Status: ADOPTED

Original Adopted Date: 07/01/2005 **| Last Reviewed Date:** 07/01/2005

See PDF on the next page.

7.5F—COMMODITIES BIDDER AFFIDAVIT

NAME OF SCHOOL DISTRICT

NAME OF COUNTY

I, _____, hereby state:

(1) I am the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement. I certify the facts as detailed below pertaining to the non-existence of collusion among and between bidders and state officials, as well as to the facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the awarding of any contract pursuant to the bid to which this statement is attached.

(2) I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of the bid.

(3) Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

(A) To any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;

(B) To any collusion with any state official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of the prospective contract; or

(C) In any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the awarding of a contract.

(4) I hereby guarantee that the specifications outlined in the bid shall be followed as specified and that deviations from the specifications shall occur only as part of a formal change process approved by the Board of Directors of the school district.

_____

Signature

Subscribed and sworn to before me this _____ day of _____, 20__.

_____

Notary Public

Supporting Documents

 7.5F

References	Description
2 C.F.R. § 200.1	2 C.F.R. § 200.1
2 C.F.R. § 200.319	2 C.F.R. § 200.319
2 C.F.R. § 200.320	2 C.F.R. § 200.320
2 C.F.R. § 200.321	2 C.F.R. § 200.321
2 C.F.R. § 200.324	2 C.F.R. § 200.324
48 C.F.R. § 2.101	48 C.F.R. § 2.101
A.C.A. § 15-4-3801 et seq.	A.C.A. § 15-4-3801 et seq.
A.C.A. § 18-44-503	A.C.A. § 18-44-503
A.C.A. § 19-61-515	A.C.A. § 19-61-515
A.C.A. § 19-61-801 et seq.	A.C.A. § 19-61-801 et seq.
A.C.A. § 19-65-101 et seq.	A.C.A. § 19-65-101 et seq.
A.C.A. § 19-65-201 et seq.	A.C.A. § 19-65-201 et seq.
A.C.A. § 22-9-203	A.C.A. § 22-9-203
A.C.A. § 25-1-1002	A.C.A. § 25-1-1002
A.C.A. § 6-18-2201 et seq.	A.C.A. § 6-18-2201 et seq.
A.C.A. § 6-21-301, 303, 304, 305, 306, 307	A.C.A. § 6-21-301, 303, 304, 305, 306, 307
A.C.A. § 6-24-101 et seq.	A.C.A. § 6-24-101 et seq.
DESE rules Governing the Student Protection Act	DESE rules Governing the Student Protection Act

Cross References	Description
7.24	ADVERTISING ON SCHOOL BUSES

Form 7.05-F(2): PURCHASES AND PROCUREMENT - FOOD SERVICE COMMODITIES BIDDER AFFIDAVIT

Status: ADOPTED

Original Adopted Date: 06/28/2013 **| Last Reviewed Date:** 06/28/2013

See PDF on the next page.

7.5F2— FOOD SERVICE COMMODITIES BIDDER AFFIDAVIT

NAME OF SCHOOL DISTRICT NAME OF COUNTY

I, _____, hereby state:

(1) I am the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement. I certify the facts as detailed below pertaining to the non-existence of collusion among and between bidders and state officials, as well as to the facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the awarding of any contract pursuant to the bid to which this statement is attached.

(2) I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of the bid.

(3) Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

(A) To any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;

(B) To any collusion with any state official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of the prospective contract; or

(C) In any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the awarding of a contract.

(4) I hereby guarantee that the specifications outlined in the bid shall be followed as specified and that deviations from the specifications shall occur only as part of a formal change process approved by the Board of Directors of the school district.

(5) I hereby certify that the bid, unless specifically exempted by the USDA, is for agricultural commodities that have been produced in the U.S. or if the bid contains food products that at least 51% of food in the product was produced in the U.S. I understand that the district shall not accept any product that does not meet this requirement and is not liable for any loss I may incur as a result of such refusal to accept.

_____
Signature

Subscribed and sworn to before me this _____ day of _____, 20__.

_____
Notary Public

Supporting Documents

 7.5F2

References	Description
2 C.F.R. § 200.1	2 C.F.R. § 200.1
2 C.F.R. § 200.319	2 C.F.R. § 200.319
2 C.F.R. § 200.320	2 C.F.R. § 200.320
2 C.F.R. § 200.321	2 C.F.R. § 200.321
2 C.F.R. § 200.324	2 C.F.R. § 200.324
48 C.F.R. § 2.101	48 C.F.R. § 2.101
A.C.A. § 15-4-3801 et seq.	A.C.A. § 15-4-3801 et seq.
A.C.A. § 18-44-503	A.C.A. § 18-44-503
A.C.A. § 19-61-515	A.C.A. § 19-61-515
A.C.A. § 19-61-801 et seq.	A.C.A. § 19-61-801 et seq.
A.C.A. § 19-65-101 et seq.	A.C.A. § 19-65-101 et seq.
A.C.A. § 19-65-201 et seq.	A.C.A. § 19-65-201 et seq.
A.C.A. § 22-9-203	A.C.A. § 22-9-203
A.C.A. § 25-1-1002	A.C.A. § 25-1-1002
A.C.A. § 6-18-2201 et seq.	A.C.A. § 6-18-2201 et seq.
A.C.A. § 6-21-301, 303, 304, 305, 306, 307	A.C.A. § 6-21-301, 303, 304, 305, 306, 307
A.C.A. § 6-24-101 et seq.	A.C.A. § 6-24-101 et seq.
DESE rules Governing the Student Protection Act	DESE rules Governing the Student Protection Act

Cross References	Description
7.24	ADVERTISING ON SCHOOL BUSES

Policy 7.06: ACTIVITY ACCOUNT

Status: ADOPTED

Original Adopted Date: 12/12/2002 **| Last Revised Date:** 05/23/2019 **| Last Reviewed Date:** 05/23/2019

The District shall maintain an account of activity funds. The funds for the account are those revenues derived from the sale of tickets to athletic contests or other school sponsored activities; the sale of food other than that sold in the cafeteria; the sale of soft drinks, school supplies, and books; and fees charged by clubs and organizations.

Activity funds are considered “school funds” and as such may only be spent for school related purposes.

The Superintendent shall be the custodian of all activity funds and shall be responsible and accountable for the funds. The Superintendent may appoint a co-custodian for each school in the District who shall also be responsible for the activity funds he/she maintains.

References	Description
A.C.A. § 6-13-701(g)	A.C.A. § 6-13-701(g)
A.C.A. § 6-20-417	A.C.A. § 6-20-417

Policy 7.07: CASH IN CLASSROOMS

Status: ADOPTED

Original Adopted Date: 12/12/2002 **| Last Revised Date:** 05/04/2012 **| Last Reviewed Date:** 05/04/2012

No cash or checks are to be left in any classroom overnight. Staff, other than the District bookkeeper, who collect funds in the course of their employment should deposit the funds daily with the bookkeeper. Bookkeepers should deposit daily, unless otherwise directed by the superintendent or business manager.

Notes: Policies 3.47 and 8.39 both require daily deposits with the superintendent or designee determining if the fund collection requires receipts and/or other record keeping requirements. That language is not repeated in this policy, but the reasons for daily deposits are the same as for those policies. Specifically, the goal is to protect both the district and the staff from possible overnight theft which is only covered by insurance if there are receipts to prove the existence of the funds and even then, there is a deductible (often $1000). It could often be the case that the receipts and the funds would be in the same envelope and be stolen at the same time. Bottom line is that the daily timeline is to protect both the district and the staff.

Policy 7.08: PERSONAL PROPERTY

Status: ADOPTED

Original Adopted Date: 12/12/2002 **| Last Reviewed Date:** 12/12/2002

To avoid confusion and the potential for misunderstandings, District staff who bring personal property to school to use in the performance of their jobs should label the items with their names. Any such items should be removed from the school at the close of school each year. The District assumes no responsibility for damage to, or the loss of, personal property brought to District facilities by District staff.

Policy 7.09: PROPERTY INSURANCE

Status: ADOPTED

Original Adopted Date: 12/12/2002 **| Last Revised Date:** 06/01/2011 **| Last Reviewed Date:** 06/01/2011

The Superintendent shall be responsible, with approval of the Board, for maintaining adequate insurance coverage for all District properties. At a minimum, the District will purchase insurance coverage sufficient to meet the requirements by the Arkansas Commission for Public School Academic Facilities and Transportation.

References	Description
A.C.A. § 6-21-114(d)	A.C.A. § 6-21-114(d)
AR School Property Insurance Rules	Arkansas Commission for Public School Academic Facilities and Transportation Rules Governing Property Insurance Requirements

Policy 7.10: PUBLIC USE OF SCHOOL BUILDINGS

Status: ADOPTED

Original Adopted Date: 12/12/2002 **| Last Revised Date:** 05/23/2019 **| Last Reviewed Date:** 05/23/2019

It is the policy of the Board that District school buildings may be used by citizens of the District to conduct lawful meetings for social, civic, or recreational purposes provided such meetings do not interfere with the regular school work and proper protection is afforded the district against the potential costs of such use. The Superintendent shall be responsible, with Board approval, for establishing procedures governing such use of school buildings. The governing procedures shall be viewpoint neutral. Building principals shall be consulted to determine if there exists any conflict with planned school activities prior to other groups being allowed to use school facilities.

The District shall establish a fee schedule for the school facilities the District intends to make available for public use. The fee schedule shall be individualized for each school facility and shall
be based on a formula that allows the District to reclaim the actual costs incurred by the District from the use of the facility.

School facilities that do not appear on the District's fee schedule shall not be available to the public.

The District shall also require **any** non-school related group using a district facility to provide proof of having purchased sufficient active and current general liability insurance to cover the damage to, or the cost to entirely replace the structure(s) and furnishing(s), if necessary due to the loss of, or damage to, District property.

Organizations using school facilities assume full and complete responsibility for the conduct of all persons, regardless of age, associated with their use of the facility while they are in or about the facility. Smoking or the use of tobacco or products containing tobacco in any form or the use of drugs or intoxicants is prohibited. Firearms of any kind are not allowed on school property unless the person carrying the firearm is permitted to do so by law as defined in A.C.A. § 5-73-120or the individual has a valid conceal carry license and leaves the concealed handgun in the individual's locked vehicle.

References	Description
A.C.A. § 5-73-119	A.C.A. § 5-73-119
A.C.A. § 5-73-120	A.C.A. § 5-73-120
A.C.A. § 6-10-132	A.C.A. § 6-10-132
A.C.A. § 6-21-101	A.C.A. § 6-21-101
Arkansas Constitution Article 14 § 2	Arkansas Constitution Article 14 § 2

Policy 7.11: USE OF SCHOOL FUNDS FOR NON-SCHOOL RELATED PURPOSES

Status: ADOPTED

Original Adopted Date: 12/12/2002 | **Last Revised Date:** 01/08/2016 | **Last Reviewed Date:** 01/08/2016

School funds shall not be used for political, charitable, or humanitarian purposes.

No employee of the District shall use school time, school property, school personnel, or school equipment for the purpose of furthering the interests of any political party, the campaign of any political candidate or the advocacy of any political issue or ballot issue whether partisan or non-partisan. School employees may participate as part of a community organization that is renting a school facility for a political purpose so long as the event is not during school time or the employee takes personal or vacation leave, with prior approval of his/her supervisor, for the time the employee is attending the event.

Any school employee found guilty or who pleads guilty, or nolo contendere to the use of District funds to support any ballot measure shall be immediately suspended, and recommended for termination by the superintendent.

The Board of Directors is not prohibited from expressing an opinion on a ballot measure through the passage of resolution or proclamation. School employees are allowed to verbally express their views on a ballot measure other than in an attempt to persuade a student to the employee's point of view.

District employees and members of the Board of Directors may incur incidental expenditure of District funds for travel costs when speaking at an event in which a ballot measure is discussed if the subject matter of the speaking engagement is within the scope of the person's official duties and responsibilities.

District funds may be used to disseminate public information at a public speaking engagement. The incidental use of District resources may be used to prepare an analysis of the public information if such information is within the scope of the person's official duties and responsibilities.

References	Description
A.C.A. § 21-8-402	A.C.A. § 21-8-402
A.C.A. § 7-1-103	A.C.A. § 7-1-103
A.C.A. § 7-1-111	A.C.A. § 7-1-111
Arkansas Constitution Article 14 § 2	Arkansas Constitution Article 14 § 2

Policy 7.12: EXPENSE REIMBURSEMENT

Status: ADOPTED

Original Adopted Date: 12/12/2002 **| Last Revised Date:** 06/14/2024 **| Last Reviewed Date:** 06/14/2024

The requirements of this policy shall govern reimbursement for expenses related to travel and/or attendance at conferences and professional development activities incurred by district employees and/or members of the Board of Directors on behalf of the district. Employees are only eligible for reimbursement for travel expenses for travel which has been approved in advance. Original receipts must accompany all requests for reimbursement to the extent that such receipts are customarily available. For a receipt to be valid it should contain the name of the issuing company, the date, and the amount. No cash advances shall be made for travel. Mileage, lodging, and meal expenses will not be reimbursed when incurred for the personal convenience of the employee and not required by the reason for the travel. Reimbursement for travel shall be for the lesser of the cost between travel by air or by car with some consideration allowed for length of time of the method of travel.

To the extent practicable, employees shall have the district pay initial conference and professional development registration fees and associated necessary materials. In the occasional circumstances where this is not practical, the district shall reimburse the employee for such fees if they were authorized in advance and are supported with proper receipts.

The district will not reimburse expenses of any non-school board member or non-employee who accompanies the school board member or employee during his/her school related travel.

Reimbursable Expenses

Mileage that is driven for a district sanctioned purpose in an employee's personal vehicle shall be reimbursed provided appropriate documentation is submitted establishing the date and time, place, and purpose of the travel. Mileage shall be reimbursed at the current rate authorized by the state/IRS and shall be based on the shortest, most reasonable, route available.

Meals may be reimbursed for travel which necessitates an overnight stay when submitted according to the dictates of this policy. Reimbursement shall be prorated based on the percent of a day the employee is away on travel. For example, if an employee returns from his/her travel in the afternoon, he/she is only eligible for reimbursement for breakfast and lunch expenditures. Meals shall be reimbursed for the actual expense to the extent that they are not lavish and are reasonable based on circumstances. Except as otherwise specified by this policy, meals are only reimbursable in conjunction with travel requiring an overnight stay.

Tips paid by a school employee for meals associated with travel as defined in this policy are reimbursable for up to fifteen percent (15%) of the cost of the meal provided the employee submits a receipt for the meal as part of an "accountable plan" for reimbursement . Tips are not allowed if an employee is reimbursed using a "per diem" plan.

Meal expenses incurred by the superintendent or other administrators as necessary, in the performance of their duties when meeting with state officials or consultants may be reimbursed on a prorated, per person basis in line with the mandates of this policy. Such expenses shall only be reimbursed when the expenditure is likely to result in a tangible benefit to the district.

Travel necessitating overnight lodging shall be reimbursed to the extent that it is not lavish and is reasonable based on circumstances of the expenditure. Proper documentation establishing the date and time, place, and purpose of the travel must be submitted along with a receipt for the overnight accommodations. To the extent practicable, employees shall receive assistance from administrators or their designee in arranging travel plans to help keep expenses to a minimum.

Expenses not covered

The district shall not reimburse the following items/categories of expenses:

- Alcoholic beverages;
- Entertainment expenses – including sports or sporting events; pay per view or game expenses at motels;
- Replacement due to loss or theft;
- Discretionary expenses for items such as clothing or gifts;
- Medical expenses incurred while on route to or from or at the destination of the reason for the travel; and

- Optional or supplementary insurance obtained by the employee for the period covered during the travel.

Credit Cards

Only those employees specifically issued credit cards to be used in the performance of their jobs to purchase goods, services, or supplies on behalf of the district shall be allowed to use such cards. Employees who incur reimbursable expenses as defined in this policy are expected to pay for them initially by any means they choose and then submit their request for reimbursement. The district assumes no responsibility for the payment of any personal credit card charges incurred by a district employee.

Airport Associated Expenses

Receipts for airport associated expenses are required for reimbursement. All airline flights shall be by coach/economy class. Upon arrival at their destination, employees are expected to take the less expensive option between a taxi and an airport shuttle service to his/her hotel or meeting site. When circumstances dictate that a rental car is necessary and/or the most economical approach to the travel requirements, the least expensive car that will accomplish the job should be rented. The district shall not reimburse for any kind of rental car supplemental insurance.

Notes: The following IRS publications were used in the development of this policy:

15-A, 15-B, 463, 535, and the Fringe Benefit Training Guide

Cross References	Description
3.20	LICENSED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES
8.14	CLASSIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

Policy 7.13: MANAGEMENT AND DISPOSAL OF DISTRICT PROPERTY

Status: ADOPTED

Original Adopted Date: 06/20/2010 **| Last Revised Date:** 05/12/2017 **| Last Reviewed Date:** 05/12/2017

Definitions
For the purposes of this policy, the following definitions apply:

"Commodities" are all supplies, goods, material, computers, software, machinery and other equipment purchased on behalf of the district having a useful life of more than one (1) year and an acquisition cost of one thousand dollars ($1,000) or more per unit.

"Fair market value" means the amount a reasonable buyer would be willing to pay for a particular piece of property based on an objective set of criteria, which may include, but are not limited to: any improvements or damage to the property; the demand for similar property; the selling price for the property by the producer of the property or re-sale outlets; and the value of the property as determined by an independent appraiser.

"Real property" is land and whatever is erected or affixed to land, such as structures or buildings.

"Surplus commodities" are those commodities that are no longer needed, obsolete, irreparable, or worn out.

"Surplus real property" is real property that is not presently needed or foreseen to be needed by the District, and that has been authorized for sale as surplus real property by vote of the School Board. Surplus real property may include unused or underutilized facilities.

"Trash" are those items that would otherwise belong to another category of goods or property defined in this policy, but which, due to the property's age or an act of God, have less value than it would cost to repair the item. Examples could include, but are not limited to, fire damage, vehicle accidents, extreme age, and/or decline in value of the item.

"Unused or underutilized facility" means a school facility or other real property that:

- As a whole or in a significant portion, is not being used for a public educational, academic, extracurricular, or administrative purpose and the nonuse or underutilization threatens the integrity or purpose of the school facility or other real property as a public education facility; and
- Is not subject to either a lease to a third party for fair market value or an executed offer to purchase by a third party for fair market value as of July 30, 2017.

General Policy
The District's purchases of commodities shall be in accordance with Policy 7.5—PURCHASES AND PROCUREMENT and, to the extent applicable, the procurement requirements of any granting source of funding used to purchase the commodity. The Superintendent shall develop procedures governing the use, management, and dispersal of commodities. At a minimum, the procedures will cover the following topics:

- labeling all commodities;
- establishing adequate controls to account for their location, custody, and security;
- annually auditing the inventory of commodities and updating a listing of such commodities to reconcile the audit with the district's inventory records. The audit will be documented and account for any transfer and/or disposal of a commodity.

Disposing of surplus commodities and surplus real property, whether purchased in whole or in part with federal grant funds or with local funds.

The disposal of school property must be for the benefit of the school district and consistent with good business principles.

Disposal of Surplus Commodities
The Board of Directors recognizes that commodities sometimes become of no use to the District and thus meet this policy's definition of surplus commodities.

The Superintendent or designee(s) will determine the objective fair market value (FMV) of surplus commodities. The District will strive to dispose of surplus commodities at or near their FMV.

The Superintendent may declare surplus any commodity with an FMV of less than one thousand dollars ($1,000). Surplus commodities with an FMV of less than one thousand dollars ($1,000) will be periodically sold by the most efficient, cost effective means that is likely to result in sales at or near FMV.

The Superintendent may submit a list of surplus commodities deemed to have a FMV of one thousand dollars ($1,000) or greater to the Board of Directors for authorization to sell such surplus commodities. Once the Board of Directors has authorized the sale of such surplus commodities, the Superintendent or designee(s) may sell that surplus commodity as the need arises. Items with a FMV of one thousand dollars ($1,000) or greater will be sold by the most efficient, cost effective means that is likely to result in sales at or near FMV. If the Superintendent chooses to dispose of the surplus items by bid, the Superintendent or designee may set a minimum or reserve price on any item, and may reject all bids. The Superintendent or designee is authorized to accept the high bid provided the high bid is at or near FMV without further Board action unless the high bid comes under the jurisdiction of Arkansas ethics legislation, in which case the provisions of A.C.A. §§ 6-24-101–107 would apply.

If attempts at public sales fail to produce any interested buyers or bidders, such remaining unsold commodities may then, at the discretion of the Superintendent, be disposed of as scrap or junk or be donated to appropriate charitable or education related entities. Computer or technology equipment will be cleansed of data prior to disposal.

Disposal of Surplus Real Property
The Board of Directors recognizes that real property it owns sometimes becomes no longer of use to the District and thus meets this policy's definition of surplus real property.

By February 1 of each year, the District shall submit a report to the Division of Public School Academic Facilities and Transportation (Division) that identifies all unused or underutilized school facilities in the District and the unused or underutilized school facilities, if any, that are designated in the District's facilities master plan to be re-used, renovated, or demolished as part of a specific committed project or planned new construction project.

If the Division classifies a District facility or District real property as being unused or underutilized, the District may appeal the Divisions determination to the Commission for Public School Academic Facilities and Transportation (Commission).

The District shall make unused or underutilized public school facilities available for lease for no more than FMV to any open-enrollment public charter school (charter) located within the District's geographic boundaries that makes a request under the charter's statutory right of access unless the District makes an affirmative showing by a preponderance of the evidence to the Commission that:

1. The school facility, or the property to which the school facility is attached, will be needed by the District to accommodate future growth of the District; or
2. Use of the school facility or other real property by a charter would have a materially negative impact on the overall educational environment of an educational campus located within five hundred feet (500') of the school facility or other real property sought to be leased by the charter.

The terms of a lease executed between the District and a charter shall provide that the lease shall be cancelled and be of no effect if the charter:

a. Fails to use the facility or other real property for direct student instruction or administrative purposes within two (2) years of the effective date of the lease;
b. Closes, has its charter revoked, or has its charter application denied by the charter authorizer; or
c. Initially uses the facility or other real property, but then leaves the facility or other real property unused for more than one hundred eighty (180) days.
d. If requested or agreed to by the charter, The District may sell the unused or underutilized facility or other real property to the charter for FMV.

If the District decides to sell, lease, or otherwise transfer ownership of a District facility, a charter located within the District's geographic boundaries shall have a right of first refusal to purchase or lease the facility for FMV. The charter's right of first refusal shall continue for two (2) years after the date the District last used the school facility or other real property as an academic facility.

If the District decides to sell or lease a District facility or other real property that has been identified by the Division

as an unused or underutilized school facility to a third party that is not a charter, then the District may not sell or lease the facility until the later of:

- Two (2) years after the date the facility or other real property is identified by the division as an unused or underutilized public school facility, so long as no charter has claimed a right of access or a right of first refusal; or
- Three (3) years from the date the District facility or other real property has been identified by the division as an unused or underutilized public school facility if the District designated the facility or other real property to be reused, renovated, or demolished as part of a specific committed project or planned new construction project in the District's facilities master plan.

The District may petition the division for a waiver of the time restrictions for the sale or lease of a District's unused or underutilized facility. The petition shall include a statement that the District believes that no charter would be interested in leasing or purchasing the unused or underutilized school facility. If the District receives a waiver, the District may immediately sell, lease, or otherwise dispose of the unused or underutilized facility. The District may appeal the denial by the Division of a waiver to the Commission.

The Superintendent may submit a request to the Board of Directors for authorization to sell surplus real property. Once the Board of Directors has authorized the sale of such surplus real property, the Superintendent or designated individual(s) may sell that surplus real property as the need arises and this policy allows. The Superintendent or designee(s) shall be responsible for getting a determination of the objective FMV of surplus real property. The district will strive to dispose of surplus items at or near their FMV. The real property may be listed for sale with a real estate broker, and the Superintendent or designated individual may contract on behalf of the district to pay the usual and customary sales commission for such transactions, upon sale of the property.

If the Superintendent chooses to dispose of the surplus items by bid, the Superintendent or designee(s) may set a minimum or reserve price on any item, and may reject all bids. The Superintendent or designee is authorized to accept the high bid7 provided the high bid is at or near FMV without further Board action unless the high bid comes under the jurisdiction of Arkansas ethics legislation, in which case the provisions of A.C.A. §§ 6-24-101–107 would apply.

If attempts at public sales fail to produce any interested buyers or bidders, such remaining unsold real property may then, if agreed to by the Superintendent and Board of Directors, be donated to appropriate education related entities, not-for-profit organizations, the county, city, or incorporated town in accordance with the provisions of state law.

Items obtained with federal funds shall be handled in accordance with applicable federal regulations, if any.

The District may not make a part of the disposal of District real property a covenant that prohibits the sale or lease of former District facilities or other real property to a charter that is located within the District's geographic boundaries.

Disposal of Surplus Real Property After Consolidation

Except as otherwise prohibited by this policy, real property of a consolidated school district that is no longer being used for educational purposes and has not been sold, preserved, leased, or donated two (2) years after the effective date of consolidation shall be made available for use by a publicly supported institution of higher education, a technical institute, a community college, a not-for-profit organization, a county, a city, or incorporated town by the Board of Directors for the following purposes:

- Having the real property preserved, improved, upgraded, rehabilitated, or enlarged by the donee;
- Holding of classes by statutorily authorized education related entities; or
- Providing community programs and beneficial educational services, social enrichment programs, or after-school programs.

Trash
Trash, as defined in this policy, may be disposed of in the most cost efficient or effective method available to the district.

References	Description
2 C.F.R. § 200.311	2 C.F.R. § 200.311
2 C.F.R. § 200.313	2 C.F.R. § 200.313
A.C.A. § 6-13-111	A.C.A. § 6-13-111
A.C.A. § 6-13-620	A.C.A. § 6-13-620
A.C.A. § 6-21-108	A.C.A. § 6-21-108
A.C.A. § 6-21-803	A.C.A. § 6-21-803
A.C.A. § 6-21-806	A.C.A. § 6-21-806
A.C.A. § 6-21-815	A.C.A. § 6-21-815
A.C.A. § 6-21-816	A.C.A. § 6-21-816
A.C.A. § 6-24-101–107	A.C.A. § 6-24-101–107

Policy 7.14: USE OF DISTRICT CELL PHONES AND COMPUTERS

Status: ADOPTED

Original Adopted Date: 02/12/2007 | **Last Revised Date:** 05/02/2025 | **Last Reviewed Date:** 05/02/2025

Board members, staff, and students shall not be given cell phones or computers for any purpose other than their specific use associated with school business. School employees who use a school issued cell phone and/or computer for non-school purposes, except as permitted by District policy, shall be subject to discipline, up to and including termination. School employees may be issued District cell phones if their position requires the employee be available at all times for work related emergencies or the employee be available to speak with others on school related business when the employee is away from the office. Employees issued cell phones for such purposes may use the phone for personal use on an "as needed" basis. In addition to the provisions of this policy, District employees are required to use District provided cell phones and computers in accordance with the restrictions set forth in Policies 3.28, 3.34, 8.22, and 8.25.

Students who use school-issued cell phones and/or computers for non-school purposes, except as permitted by Policy 4.47— POSSESSION AND USE OF PERSONAL ELECTRONIC DEVICES, shall be subject to discipline, up to and including suspension or expulsion.

Except when authorized in the SCHOOL BUS DRIVER'S USE OF MOBILE COMMUNICATION DEVICES policies of 3.51 and 8.24, all employees and students are forbidden from using school-issued cell phones while driving any vehicle at any time. Violation may result in disciplinary action up to and including:

- Suspension for students; and
- Termination for employees.

Except when authorized in the SCHOOL BUS DRIVER'S USE OF MOBILE COMMUNICATION DEVICES policies of 3.51 and 8.24, no employee or student shall use any device for the purposes of browsing the internet; composing or reading emails and text messages; or making or answering phone calls while driving a motor vehicle which is in motion and on school property. Violations may result in disciplinary action up to and including:

- Suspension for students; and
- Termination for employees.

References	Description
A.C.A. § 25-1-128	A.C.A. § 25-1-128
A.C.A. § 27-51-1504	A.C.A. § 27-51-1504
A.C.A. § 27-51-1609	A.C.A. § 27-51-1609
A.C.A. § 6-18-515	A.C.A. § 6-18-515
A.C.A. § 6-19-120	A.C.A. § 6-19-120
IRC § 132(d)	IRC § 132(d)
IRC § 274(d)	IRC § 274(d)
IRC § 280F(d)(4)	IRC § 280F(d)(4)
IRS Publication 15 B	IRS Publication 15 B

Cross References	Description
3.28	LICENSED PERSONNEL TECHNOLOGY USE POLICY
3.28-F(1)	LICENSED PERSONNEL TECHNOLOGY USE POLICY - LICENSED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT
3.34	LICENSED PERSONNEL CELL PHONE USE
3.51	SCHOOL BUS DRIVER'S USE OF MOBILE COMMUNICATION DEVICES
4.47	POSSESSION AND USE OF PERSONAL ELECTRONIC DEVICES

Cross References	Description
8.22	CLASSIFIED PERSONNEL TECHNOLOGY USE POLICY
8.22-F(1)	CLASSIFIED PERSONNEL TECHNOLOGY USE POLICY - CLASSIFIED PERSONNEL INTERNET USE AGREEMENT
8.24	SCHOOL BUS DRIVER'S USE OF MOBILE COMMUNICATION DEVICES
8.25	CLASSIFIED PERSONNEL CELL PHONE USE

Policy 7.15: RECORD RETENTION AND DESTRUCTION

Status: ADOPTED

Original Adopted Date: 06/20/2008 **| Last Revised Date:** 05/02/2025 **| Last Reviewed Date:** 05/02/2025

It is necessary to maintain district records in a manner that provides for efficient document storage and retrieval and is conducive to eliminating unnecessary record retention. Due to the variety of records that may need to be retained and accessed, the superintendent shall ensure that all staff receive appropriate training to understand this policy. Staff shall also understand the possible ramifications to the district and/or themselves for failure to properly maintain records and follow the requirements contained in this policy.

Definitions

“Directly or directly interested” (“directly”) means receiving compensation or other benefits personally or to an individual’s household from the person, business, or entity contracting with the District.

“Indirectly or indirectly interested” (“indirectly”) means that a family member, business, or other entity in which the individual or a family member has a financial interest will receive compensation or benefits.

“Record” is defined for the purposes of this policy, as an item or items, whether electronic or material, that are created by, at the request of, or received by and purposefully retained by a board member, administrator, or employee in the ordinary course of District business. Examples include, but are not limited to:

- Any kind of correspondence;
- Calendars;
- Computer files and documents (which may include drafts);
- Telephone logs;
- Expense records;
- Audio or video recordings that are created for the purpose of monitoring the security of District property, the safety of District students, or open public meetings;
- Documentation related to transactions or contracts for:
    - Services with Board members, administrators, employees, or members of their families covered under the statutorily defined ethical restrictions associated with a contract for services provided for the District involving a Board member, administrator, or employee who "directly or indirectly" benefits from the contract;
    - An exemption granted by the Division of Elementary and Secondary Education (DESE) from the statutorily defined ethical restrictions associated with a contract for employment or for services provided for the District that involves a District administrator, board member, or employee.

The superintendent shall be responsible for establishing a schedule for the routine destruction of district records that accommodates the needs of the district. The schedule shall specify the length of retention for any records not specifically delineated by this policy and be distributed to staff on a need-to-know basis according to their respective employment duties and responsibilities. The schedule should accommodate the need for records to be stored as a blend of printed, bound and electronically recorded (e.g., audio tape, video tape, micro-fiche, computer disk) material. The superintendent or designee shall ensure the effective and efficient securing, cataloging, storing, and appropriate scheduled destruction of all records.

The following records categories shall be retained for the time specified:

a. Board of Education Minutes – forever
b. Personnel files – forever
c. Student files – until the student receives a high school diploma or its equivalent, or is beyond the age of compulsory school attendance
d. Student records of attendance/graduation – forever
e. Financial Records – five (5) years
f. Documentation, including letters of approval, related to transactions or contracts for services covered by this policy and Arkansas statutes for Board members or members of their families or for waivers granted to District employees – thirteen (13) years
g. Documentation relating to payments or reimbursements made by a vendor on behalf of a board member, administrator, or employee for travel, lodging, food, registration, entertainment, or other expenses – Three (3) years

h. Employment applications, including applicant lists, applicant interview evaluations, documentation in response to requests for reasons for a failure to be interviewed and/or hired, and hiring determinations - five (5) years
i. Expenditures made with federal grant monies – governed by the terms of each grant
j. Video Surveillance Recordings – the timeline established in Policy 4.48—VIDEO SURVEILLANCE AND OTHER STUDENT MONITORING
k. Emails – The length of time set in the District's Information Technology Security procedures
l. Documents filed with the IRS, including those required in Policy 7.23Health Care Coverage and the Affordable Care Act – four (4) years
m. Statewide assessment security agreement – Three (3) years
n. Recordings of open public meetings – One (1) year
o. Reports and related documentation filed with the Auditor of State on abandoned property – Ten (10) years
p. Record of each query made of the Federal Motor Carrier Safety Administration Commercial Driver's License Drug and Alcohol Clearinghouse and the results of each query – Three (3) years
q. Employee consent to query the Federal Motor Carrier Safety Administration Commercial Driver's License Drug and Alcohol Clearinghouse – Three (3) Years from the latest query
r. Reports from the Commercial Driver Alcohol and Drug Testing Database of the Office of Driver Services of the Arkansas Department of Finance and Administration – Three (3) years
s. Records required by the District's sexual harassment policies – seven (7) years
t. Audio recordings of locker rooms, changing rooms, and dressing rooms - One (1) year

The superintendent or designee shall be responsible for determining when there is a need to interrupt the routine destruction of records When the superintendent or designee makes the decision to cease the routine disposal of records, staff affected by the decision shall be promptly informed of the decision and of the nature of records that are to be retained; such records shall be retained until the superintendent or designee has authorized their destruction. Employee training on the district's records retention schedule shall specifically include information on the records that may need to be retained due to pending disciplinary or legal actions that otherwise would be subject to routine disposal. If an employee has doubt about the need to retain any record otherwise scheduled for destruction, the employee shall consult with the superintendent or designee prior to destroying such records.

The records' storage system devised by the superintendent and designee(s) shall be organized in a manner that enables the efficient retrieval of data and documents. The district shall have adequate backup of electronically stored critical data. The system shall be communicated to employees in a manner that enables them to understand and follow the system's requirements.

In retaining and destroying records, no employee shall:

- Destroy, alter, mutilate, conceal, cover up, falsify, or make a false entry in any record that may be connected to a disciplinary matter or lawsuit or to a matter within the jurisdiction of a federal or state agency, in violation of federal law and regulations or state law and rules.
- Alter, destroy or conceal a document, or attempt to do so, with the intent to impair the document's availability for use in a disciplinary matter, lawsuit or an official proceeding or otherwise obstruct, influence or impede any lawsuit or official proceeding, in violation of federal law and regulations or state law and rules.
- Retaliate or discriminate against an employee who refuses to violate this policy or to coerce or threaten an employee to violate this policy.

Failure to follow the requirements set forth in this policy may result in disciplinary action against the employee(s), up to and including termination. The district's board of directors prohibits and will not tolerate any form of reprisal, retaliation or discrimination against any employee who, in good faith, has attempted to comply with this policy.

References	Description
A.C.A. § 5-1-102	A.C.A. § 5-1-102
A.C.A. § 5-1-109(c)(2), (g)	A.C.A. § 5-1-109(c)(2), (g)
A.C.A. § 6-13-619	A.C.A. § 6-13-619
A.C.A. § 6-17-104	A.C.A. § 6-17-104
A.C.A. § 6-17-2301	A.C.A. § 6-17-2301
A.C.A. § 6-18-901	A.C.A. § 6-18-901

Cross References	Description
1.22	RECORDING OF BOARD MEETINGS
3.19	LICENSED PERSONNEL EMPLOYMENT
3.26	LICENSED PERSONNEL SEXUAL HARASSMENT
4.27	STUDENT SEXUAL HARASSMENT
4.48	VIDEO SURVEILLANCE AND OTHER STUDENT MONITORING
7.16	INFORMATION TECHNOLOGY SECURITY
7.18	DISPOSAL OF NON-NEGOTIATED CHECKS OR UNCLAIMED PROPERTY
7.23	HEALTH CARE COVERAGE AND THE AFFORDABLE CARE ACT
8.13	CLASSIFIED PERSONNEL EMPLOYMENT
8.20	CLASSIFIED PERSONNEL SEXUAL HARASSMENT

Policy 7.16: INFORMATION TECHNOLOGY SECURITY

Status: ADOPTED

Original Adopted Date: 03/25/2009 | **Last Revised Date:** 01/09/2025 | **Last Reviewed Date:** 01/09/2025

Due to the requirement from A.C.A. § 25-1-128 that district's adopt the model policy on cybersecurity that is provided by the Division of Elementary and Secondary Education (DESE), we are repealing the language in our model policy. We are retaining the policy number and title to be used for adopting the DESE model in order to reduce the number of internal policy and Cross References that would need to be updated as part of the adoption process.

Notes: In addition to the model policy that districts are required to use from Commissioner's Memo COM-25-044, it is recommended that you review the Emergency Operations Plan Template from Commissioner's Memo COM-25-041 when localizing this policy.

A.C.A. § 10-4-429 requires the submission of a written initial report of the known facts of the compromise of the security, confidentiality, or integrity of an information system maintained by a public entity, which includes schools, to Arkansas Legislative Audit within five (5) business days after learning of the security incident. Regular updates must be provided to Arkansas Legislative Audit until the investigation of the security incident is closed.

References	Description
A.C.A. § 10-4-429	A.C.A. § 10-4-429
A.C.A. § 25-1-128	A.C.A. § 25-1-128
A.C.A. § 4-110-101 et seq.	A.C.A. § 4-110-101 et seq.
Commissioner's Memo COM-25-041	Commissioner's Memo COM-25-041
Commissioner's Memo COM-25-044	Commissioner's Memo COM-25-044

Cross References	Description
3.58	LICENSED PERSONNEL USE OF ARTIFICIAL INTELLIGENCE
4.64	STUDENT USE OF ARTIFICIAL INTELLIGENCE
5.10	ARTIFICIAL INTELLIGENCE
7.15	RECORD RETENTION AND DESTRUCTION
8.49	CLASSIFIED PERSONNEL USE OF ARTIFICIAL INTELLIGENCE

Policy 7.17: FOOD SERVICE PREPAYMENT

Status: ADOPTED

Original Adopted Date: 06/04/2009 **| Last Revised Date:** 05/02/2025 **| Last Reviewed Date:** 05/02/2025

Meal Charges
Option 1: The district does not provide credit for staff or students to charge for meals, a la carte, or other food and beverage items available for purchase in the school food service areas. Meals, a la carte, or other food and beverage items may be purchased by either providing payment for the items at the time of receipt or by having a prepaid account with the District that may be charged for the items. Staff and parents, or students choosing to do so, may pay in advance for meals, a la carte, or other food and beverage items through any of the following methods:

- Submitting cash or check payment at _____;
- Depositing funds through the District's online service;

A student's parents will be contacted by authorized District personnel regarding a student's prepaid account balance at the following times :

Option 2: The District participates in _____ and provides meals to all students at no charge. The District does not provide credit for staff to charge for meals or for staff and students to charge for a la carte or other food and beverage items available for purchase in the school food service areas. A la carte or other food and beverage items may be purchased by either providing payment for the items at the time of receipt or by having a prepaid account with the District that may be charged for the items. Staff and parents, or students choosing to do so, may pay in advance for a la carte or other food and beverage items through any of the following methods:

- Submitting cash or check payment to _____;
- Depositing funds through the District's online service;

Free Breakfast
In accordance with A.C.A. § 6-18-722, a student shall be provided one (1) breakfast at no cost during each school day upon the student's request regardless of whether the student qualifies for a federally funded free or reduced-price meal.

Unpaid Meal Access
In accordance with Arkansas law, the District allows students whose accounts do not have enough funds to purchase a meal to receive an unpaid reimbursable meal at no charge. The District will notify a student's parents:

- When the student's prepaid account balance has dropped to the point that the student will begin receiving unpaid meals;
- Each time the student receives the first unpaid meal after money has been deposited into the student's prepaid account; and
- After the student has received five (5) unpaid meals.

Students who have submitted proper documentation to receive a meal modification in accordance with Policy 4.50—SCHOOL MEAL MODIFICATIONS shall receive the same type of modification for an unpaid meal.

Notes: This policy is similar to policy 4.51. If you change this policy, please review 4.51 at the same time to ensure applicable consistency between the two.

While districts have the option to allow staff and students to charge for meals and a la carte items, we have not provided any options that would allow staff and students to do so because Chapter 3 of the federal Fair and Accurate Credit Transaction Act of 2007 (15 U.S.C. § 1681 et seq.), along with its accompanying regulations (16 C.F.R. part 681), requires "creditors" to implement an Identity Theft Protection Program. We see the establishment and maintenance of an identity theft protection program to be a financial and potentially time-consuming burden. Districts can avoid this burden by not having practices deemed to make them "creditors", such as through the language in this policy.

A copy of this policy must be communicated in writing at least once to all households at the start of each school year and to households of students who transfer to the school during the school year. Some suggestions on communication methods are to include a copy of the policy in:

- Student enrollment materials;

- Print versions of student handbooks; or
- Notification methods on applying for free or reduced price meals.

The United States Department of Agriculture (USDA) does not consider providing a copy of this policy only in electronic format to satisfy the communication requirement.

A written copy of this policy must be provided to all staff responsible for policy enforcement. This includes:

A. School food service professionals;
B. Staff involved in notifying families of low prepaid account balances;
C. School social workers;
D. School nurses; and
E. The LEA homeless student liaison.

References	Description
A.C.A. § 6-18-715	A.C.A. § 6-18-715
A.C.A. § 6-18-722	A.C.A. § 6-18-722
Commissioner's Memo CNU-17-003	Commissioner's Memo CNU-17-003
Commissioner's Memo CNU-17-024	Commissioner's Memo CNU-17-024

Cross References	Description
7.17.2	NON-DISCRIMINATION IN FOOD SERVICE PROGRAMS

Policy 7.17.1: EXCESS FOOD

Status: ADOPTED

Original Adopted Date: 05/23/2019 | **Last Revised Date:** 05/26/2021 | **Last Reviewed Date:** 05/26/2021

Definition

"Excess food" means any food that remains after the serving of breakfast and lunch to students during the school day; however, "excess food" does not include any food that has expired, been opened, or been consumed.

Excess food shall be handled in accordance with U.S. Food and Drug Administration regulations and Arkansas Department of Health rules.

Excess Food Sold a la carte

Excess food may be sold a la carte no later than the day immediately following the day the excess food was served in the District's school meal service.

Donation of Excess Food

When it is not feasible for the District to reuse excess food, excess food may be donated to a non-profit organization, such as a community food bank, homeless shelter, or other nonprofit charitable organization.

The District's Child Nutrition Director (Director), after consultation with and approval by the superintendent, may identify a nonprofit "partner" that will accept the District's excess food. Before the District may donate food to the nonprofit partner, the Director shall obtain a copy of the nonprofit partner's 501(c)(3) documentation and contact information for use when excess food is available for donation.

Whenever excess food is donated, the Director shall document all of the following on the form provided by the Child Nutrition Unit:

1. What, how much and when excess food donations are made;
2. Who picks up the excess food for the nonprofit partner, including a signature along with the date and time of the pick up; and
3. Signature of the child nutrition staff when excess food is donated to the nonprofit partner.

Following the donation of excess food, the Director shall:

a. Monitor excess food donations;
b. Report excess food cost to administration; and
c. Revise planned production and menus to minimize excess food.

The nonprofit partner shall agree to provide the District's students the first opportunity to receive the donated excess food. The superintendent, Director, and nonprofit partner shall work together to adopt procedures for the providing of excess food to the District's students.

References	Description
7 C.F.R. § 210.10	7 C.F.R. § 210.10
7 C.F.R. § 210.11	7 C.F.R. § 210.11
A.C.A. § 6-18-716	A.C.A. § 6-18-716
Commissioner's Memo CNU-16-033	Commissioner's Memo CNU-16-033

Cross References	Description
7.17.2	NON-DISCRIMINATION IN FOOD SERVICE PROGRAMS

Policy 7.17.2: NON-DISCRIMINATION IN FOOD SERVICE PROGRAMS

Status: ADOPTED

Original Adopted Date: 06/01/2022 **| Last Reviewed Date:** 06/01/2022

In accordance with Federal law and the U.S. Department of Agriculture (USDA) regulations, the _____ School District shall not exclude from participation in, deny the benefits of, or subject to discrimination any individual as part of any of the District's food service programs on the basis of race, ethnicity, color, national origin, sex, sexual orientation, gender identity, age, or disability. The District shall not allow reprisal or retaliation against any individual for prior civil rights activity.

Food service program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain food service program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the District, Child Nutrition Unit of the Division of Elementary and Secondary Education of the Arkansas Department of Education, or the USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a food service program discrimination complaint, a Complainant should:

- Complete a USDA Program Discrimination Complaint Form (Form AD-3027), which can be obtained:
  - Online at: https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf;
  - Calling any USDA office at (866) 632-9992; or
- Writing a letter addressed to USDA that:
  a. Contains:
     1. The complainant's name, address, and telephone number; and
     2. A written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation; and
  b. Submitted to USDA by:
     1. Mail:
        U.S. Department of Agriculture
        Office of the Assistant Secretary for Civil Rights
        1400 Independence Avenue, SW
        Washington, D.C. 20250-9410;
     2. Fax at either:
        (833) 256-1665; or
        (202) 690-7442; or
     3. Email:
        program.intake@usda.gov

The _____ School District is an equal opportunity provider.

Note: A copy of this non-discrimination notification must be included on all print and non-print food service program materials, including, but not limited to, audio, video, website, brochures, newsletters, and by-laws.

References	Description
20 USC 1681 et seq.	20 USC 1681 et seq.
29 U.S.C. § 794	29 U.S.C. § 794
42 U.S.C. §12101 et seq.	42 U.S.C. §12101 et seq.
42 U.S.C. 2000d et seq.	42 U.S.C. 2000d et seq.
42 U.S.C. 6101 et seq.	42 U.S.C. 6101 et seq.
7 C.F.R. § 210.23	7 C.F.R. § 210.23
7 C.F.R. Parts 15, 15a, and 15b	7 C.F.R. Parts 15, 15a, and 15b
Commissioner's Memo CNU-22-028	Commissioner's Memo CNU-22-028

Cross References	Description
4.50	SCHOOL MEAL MODIFICATIONS
4.51	FOOD SERVICE PREPAYMENT
4.58	FOOD SHARING AND ITS REMOVAL FROM FOOD SERVICE AREA
7.17	FOOD SERVICE PREPAYMENT
7.17.1	EXCESS FOOD

Policy 7.18: DISPOSAL OF NON-NEGOTIATED CHECKS OR UNCLAIMED PROPERTY

Status: ADOPTED

Original Adopted Date: 02/19/2010 | **Last Revised Date:** 02/11/2020 | **Last Reviewed Date:** 02/11/2020

State law specifies how the district is to dispose of retained funds in the form of issued but non-negotiated checks that have not been presented for payment within one (1) calendar year. The district shall dispose of these retained funds in accordance with the law and remit the amount of all non-negotiated checks to the Unclaimed Property Division of the Arkansas Auditor's Office.

The district shall make a good faith effort to return physical items that have been left on district property to their rightful owners. When contact information is known for the owner of an item of a non-perishable nature left at the district, the district shall use the information to attempt to contact the owner to inform him/her of the location of the item. Owners of such items shall be given at least three (3) weeks to pick up the item he/she left at the district. If the owner fails to pick up the item within the time allotted, the district may dispose of the item in a manner of its choosing.

The district is under no obligation to retain an abandoned, perishable item left on district property.

Notes: The first paragraph of this policy is short, but it has great importance especially if your district has not been submitting reports as the law requires. Checks are considered to be non-negotiated when they have not been paid by the bank from the school district's checking account and shown as cleared on the school district's bank statement. Funds are considered "unclaimed" after a check has been issued and mailed, but is not presented for payment at the bank or appear on the bank statement in the twelve (12) month period after it has been issued. Districts are required to file annual reports by October 31.

The state auditor's website, auditor.ar.gov, has a section that does a good job of explaining the requirements.

References	Description
A.C.A. § 18-28-201	A.C.A. § 18-28-201
A.C.A. § 18-28-202(a)(11), (c), (d)	A.C.A. § 18-28-202(a)(11), (c), (d)
A.C.A. § 18-28-204	A.C.A. § 18-28-204
A.C.A. § 18-28-206	A.C.A. § 18-28-206
A.C.A. § 18-28-207	A.C.A. § 18-28-207
A.C.A. § 18-28-208(a)	A.C.A. § 18-28-208(a)
A.C.A. § 18-28-210(b)(c)	A.C.A. § 18-28-210(b)(c)

Cross References	Description
7.15	RECORD RETENTION AND DESTRUCTION

Policy 7.19: SERVICE ANIMALS IN DISTRICT FACILITIES

Status: ADOPTED

Original Adopted Date: 02/16/2011 **| Last Revised Date:** 05/01/2023 **| Last Reviewed Date:** 05/01/2023

In accordance with the provisions of the Americans with Disabilities Act and Arkansas statutes, service dogs and trained miniature horses (service animals) are permitted for use by individuals with disabilities on district property and in district facilities provided the individuals and their animals meet the requirements and responsibilities covered in this policy.

When an individual with a disability seeks to bring a service animal into a district facility, the district is entitled to ask the individual:

a. If the animal is required because of a disability; and
b. What work or task has the animal been trained to perform.

While the district is not entitled to ask for documentation that the animal has been properly trained, the individual bringing the animal into a district facility will be held accountable for the animal's behavior.

Any service animal brought into a district facility by an individual with a disability must have been trained to do work or perform tasks for the individual. The work or tasks performed by the service animal must be directly related to the handler's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do **not** constitute work or tasks for the purposes of this policy; no animal brought solely for any of these reasons shall be permitted on school grounds.

Individuals with disabilities shall be permitted to be accompanied by their service animals in all areas of a public entity's facilities where members of the public, participants in services, programs or activities, or invitees, as relevant, are allowed to go.

A service animal shall be under the control of its handler. A service animal shall have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control by means of voice control, signals, or other effective means.

A service animal shall be groomed to prevent shedding and dander and shall be kept clean of fleas and ticks.

District staff may ask an individual with a disability to remove a service animal from the premises if:

1. The animal is out of control and the animal's handler does not take effective action to control it;
2. The animal is not housebroken; or
3. Making reasonable accommodations for the service animal's presence would fundamentally alter the nature of the service, program, or activity.

If the district excludes a service animal due to the reasons listed above, the district shall give the individual with a disability the opportunity to participate in the service, program, or activity without having the service animal on the premises.

The District and its staff are not responsible for the care or supervision of a service animal brought onto district property or into district facilities by an individual with a disability. Students with service animals are expected to care for and supervise their animal. In the case of a young child or a student with disabilities who is unable to care for or supervise the service animal, the parent is responsible for providing care and supervision of the animal. Prior to working in the school, any person responsible for providing care and supervision of the animal must go through the same process for background checks as required of all employees of the school system.

The District shall not ask or require an individual with a disability to pay a surcharge, even if people accompanied by pets are required to pay fees, or to comply with other requirements generally not applicable to people without pets.

Individuals should be aware that under Arkansas law the misrepresentation of an animal as a service animal or a service animal in training to a person or entity operating a public accommodation may subject the individual to a civil penalty.

Notes: The Department of Justice has published an FAQ on service animals. A copy may be found on the Policy Resources Page at https://arsba.org/policyresources.

Additional information on the distinction of an emotional support animal from a service animal can be found in A.C.A. § 20-14-1001 et seq.

References	Description
28 C.F.R. § 36.302	28 C.F.R. § 36.302
28 CFR § 35.104	28 CFR § 35.104
28 CFR § 35.136	28 CFR § 35.136
A.C.A. § 20-14-1001 et seq.	A.C.A. § 20-14-1001 et seq.
A.C.A. § 20-14-304	A.C.A. § 20-14-304
A.C.A. § 20-14-308	A.C.A. § 20-14-308
A.C.A. § 20-14-314	A.C.A. § 20-14-314

Cross References	Description
7.19.1	THERAPY ANIMALS

Policy 7.19.1: THERAPY ANIMALS

Status: ADOPTED

Original Adopted Date: 01/31/2018 **| Last Reviewed Date:** 01/31/2018

Definitions
"Therapy animal" means an animal that is a graduate of a program through an assistance dog organization that is a member of Therapy Dogs International or a similar nonprofit organization that attempts to select the highest standard of training for animals for the purpose of emotional support, well-being, comfort, or companionship to school district students. Therapy animals are the personal property of a school district employee or volunteer and are not owned by the school district. Therapy animals do not meet the definition of "service animals" under the Americans with Disabilities Act.

"Therapy animal handler" means an employee of the school district or volunteer who has received training and passed an evaluation from Therapy Dogs International or a similar nonprofit organization for handling a specific therapy animal and who will be handling and overseeing care of that specific therapy animal for the entire time the animal is on a District campus.

The District recognizes that specially trained therapy animals can provide educational benefits for District students. District staff who wish to have therapy animals made available to students shall submit a plan to the building principal. The proposal shall address all of the following areas:

1. The location for the therapy animal to be kept when the therapy animal is on campus, which must meet all of the following conditions:
    a. Direct access to the outdoors to permit the therapy animal to enter and exit the building without using the building's interior hallways;
    b. Free of an intake for the building ventilation system or an independent ventilation system;
    c. Non-porous surfaces, including carpet-free floors, for easy hair removal, cleaning, and sanitation;
2. The proposed therapy animal or the therapy animal service provider:
    a. The certification the proposed therapy animal has received, including the training required to receive the certification;
    b. The credentials of the certification providers;
    c. Copy(ies) of the temperance evaluation (s) of the proposed therapy animal;
    d. The credentials of the temperance evaluator(s);
    e. Proof Demonstrating the therapy animal is current on all vaccinations;
3. Students:
    a. The set(s) of students whom the therapy animal is intended to serve;
    b. Proposed training to be provided to students on the appropriate behavior and treatment of the therapy animal;
    c. Consequences for inappropriate treatment of the therapy animal;
    d. The anticipated goals for and intended uses of the therapy animal;
4. The therapy animal's handler must provide:
    a. The individual(s) who will be responsible for handling the therapy animal;
    b. Training obtained by the proposed handler(s);
    c. The credentials of the providers of the handler's training;
    d. Proposed schedule for the handler(s) to provide necessary care for the therapy animal, including exercise, feeding, watering, bodily functions, and any cleanup resulting from caring for the animal; and
    e. Proof of an insurance policy that provides liability coverage for the therapy animal while on District property.

The building principal may reject the proposal if:

- The proposal does not meet the requirements of this policy;
- The principal does not perceive any educational benefit to be achieved based on the information contained in the proposal;
- The building principal believes that the time required to meet the needs of the therapy animal is inconsistent with the assigned duties of the school employee(s) proposed as the therapy animal's handler(s); or
- The proposal is otherwise inconsistent with the needs of the school or school building.

The building principal shall submit any proposal the principal desires to be approved to the superintendent, or designee, for final review and approval. If the superintendent, or designee, approves the proposal, the

superintendent, or designee, shall submit written approval for an individual documented therapy animal or for a therapy animal service before the individual animal or an animal provided by the therapy animal service may be present on a District campus.

Any approved therapy animal program may have its approval suspended or curtailed, at any time, for any reason. District employees shall not receive any additional pay, stipend, or compensation for providing the therapy animal or for being the handler and/or the owner of the therapy animal. The supervision and care of the approved therapy animal is solely the responsibility of the therapy animal handler(s) when the therapy animal is on a District campus. The therapy animal handler will assume full responsibility and liability for any damage to school district property or injury to district staff, students, or others while the therapy animal is on a District campus. The therapy animal handler must maintain an insurance policy that provides liability coverage for the therapy animal while on District property.

Approved therapy animals must be clean, well groomed, in good health, house broken, and be current on all vaccinations and immunizations. An approved therapy animal shall have appropriate identification identifying it as a therapy animal at all times while on District property. The therapy animal shall be under the control of the therapy animal's handler(s) at all times, which requires the therapy animal be attached to the therapy animal's handler by means of a leash or harness whenever the therapy animal is on District property and outside of its designated room.

The building principal is to receive a verbal report within fifteen (15) minutes of any act of aggression or defensive behavior by the therapy animal towards a human, which includes vocalizations such as growling, or any aggressive or inappropriate behavior by a student directed toward a therapy animal. A full written incident report shall be submitted to both the building principal and the superintendent, or designee, before the close of the following school day. An act of aggression or defensive behavior by a therapy animal shall result in:

- An immediate end of the current student's session with the therapy animal;
- The prohibition of any further interactions between the therapy animal and students for the remainder of the school day; and
- Exclusion of the therapy animal from campus until the superintendent, or designee, completes an investigation and authorizes the therapy animal's return to campus.

At no time will a therapy animal be taken through a District building to meet with a student. Students who have time scheduled with a therapy animal shall go to the room where the therapy animal is located. A student shall not schedule or attend a session with the therapy animal until the student's parents, or the student if over eighteen (18) years of age, provides written authorization for the student to use the services of a therapy animal.

If a student demonstrates symptoms of an allergic reaction during or after a session with the therapy animal, the student's parents shall receive written notification of the possibility of their student's allergy and that the student shall not have any future sessions with the therapy animal. If other student's in the same classroom demonstrate symptoms of an allergic reaction following a student's return to class after a session with the therapy animal, no further sessions with the therapy animal shall be scheduled for students in that classroom and the parents of a student who demonstrated symptoms of an allergic reaction shall receive written notification of their student's possible allergy.

This policy is not intended to, and does not, allow students, parents, or staff to bring emotional support animals onto any District campus. Individuals who bring an animal onto a District campus that does not meet the definition of a service animal under policy 7.19—SERVICE ANIMALS or that has not been approved under this policy shall be asked to leave campus. Repeated violations may result in disciplinary or legal action.

Notes: This is an optional policy. If you do not wish to allow therapy animals on campus, do not adopt this policy.

Cross References	Description
7.19	SERVICE ANIMALS IN DISTRICT FACILITIES

Policy 7.20: ELECTRONIC FUND TRANSFERS

Status: ADOPTED

Original Adopted Date: 05/04/2012 | **Last Revised Date:** 05/23/2019 | **Last Reviewed Date:** 05/23/2019

District funds shall only be disbursed by the district treasurer upon the receipt of checks or warrants signed by the District Board of Directors' Disbursing Officer and the Superintendent or through the electronic transfer of funds. Any electronic transfer of funds must be initiated by the District and authorized in writing by both the Disbursing Officer of the school district Board of Directors and the Superintendent.

For the purposes of this policy, “initiated by the District” means the District controls both the timing and the amount of the funds transfer.

The district treasurer shall maintain evidence of authority for the disbursement in the form of invoices, payrolls that conform with written contracts on file in his/her office, or other appropriate documentation indicating an authority to disburse District funds.

“Other appropriate documentation” includes one-time, signed authorization for recurring transactions. The Board of Directors Disbursing Officer must pre-authorize the electronic transfer of funds for non-recurring transactions, which can be accomplished by a signed authorization or an email authorizing such a disbursement of funds.

References	Description
A.C.A. § 6-13-701(e)	A.C.A. § 6-13-701(e)
Commissioner's Memo Com-12-036	Commissioner's Memo Com-12-036

Cross References	Description
1.16	DUTIES OF BOARD DISBURSING OFFICER

Policy 7.21: NAMING SCHOOL FACILITIES

Status: ADOPTED

Original Adopted Date: 06/28/2013 **| Last Revised Date:** 03/20/2014 **| Last Reviewed Date:** 03/20/2014

Except as otherwise permitted in this policy or Arkansas law, the District shall not name any building, structure, or facility, paid for in whole or in part with District funds, for an individual living at the time of its completion who, in the ten (10) years preceding its construction, was elected, or held, a federal, state, county, or municipal office and received a salary for his/her service.

Exceptions to the preceding paragraph may be made when a building, structure, or facility is constructed through the use of at least 50% private funds or, the name refers to:

1. An individual(s) living at the time of its completion and who has historical significance;
2. An individual who is or has been a prisoner of war; or
3. A living individual who is at least 75 years of age and is retired.

Note: This policy was triggered by Act 1225 of 2013. Prior to the act there were no statutory naming restrictions applicable to school districts. The key language in the new restrictions is the person must be either elected **or** held office **and** received a salary for the office. This would **exempt**, for example, school employees and also school board members, but would **include** the Commissioner of Education, the governor, or a federally appointed judge.

References	Description
A.C.A. § 25-1-121	A.C.A. § 25-1-121

Policy 7.22: PRIVATE SPONSORSHIP OF EXTRACURRICULAR EVENTS

Status: ADOPTED

Original Adopted Date: 03/20/2014 **| Last Revised Date:** 05/23/2019 **| Last Reviewed Date:** 05/23/2019

The Superintendent, or designee, may negotiate for the private sponsorship of an event to take place during the time allotted for a half-time break of any of the District's interscholastic activities. The amount of time for a half-time break shall not be extended for the event.

The school district shall not discriminate against potential sponsors based on political affiliation, religion, or perceived message. The superintendent, or designee, may decline sponsorship for any of the following reasons:

- The sponsored event would conflict with school or school group presentations;
- The proposed event would be logistically impracticable due to the estimated time, required materials for the event, or for other reasons associated with the implementation of the event;
- The proposed event would make continuation of the interscholastic activity impracticable due to residual mess/trash resulting from the activity; or
- The proposed event would present an unacceptable safety risk to students or viewing audience.

The superintendent's, or designee's, decision to accept or decline the proposed sponsored event shall be final.

Any potential sponsor shall be required to demonstrate proof of an in force, minimum face value one million dollar ($1,000,000) general liability insurance policy that would cover the event. The sponsor must also agree to indemnify the school against any damages to school property, school employees, students, or bystanders that arise as a result of the sponsored event as well as from any law suits that are filed in response to such damages.

There shall be no live or recorded speech, music, or other media provided by the sponsor used during the sponsored event. A member of the school's administration shall announce the name of the sponsor of the event and shall be present to assist in conducting the event. The school administrator shall be a neutral participant and shall only make content neutral statements during the event. To meet this standard, the administrator shall not promote or act in a manner that creates the appearance, or that could give the impression, that the District sponsors, endorses or otherwise agrees with the product, person/group, or event being promoted by the sponsor. No school employee may act as the representative of a sponsor or wear attire/apparel that is provided by the sponsor or that could be interpreted as promoting the sponsor's interests. Employees or representatives of/affiliated with the sponsor may be present at the event and stand with the member of school administration who is announcing and conducting the event; such employees/representatives of the sponsor may wear clothing identifying them as sponsors of the event.

The superintendent, or designee, shall have the authority to regulate the time, place, and manner of the distribution of promotional materials by the event sponsor. "Promotional materials" includes, but is not limited to, pamphlets, pens/pencils, sports equipment (whether miniature or full sized), or clothing. The event sponsor shall provide the superintendent, or designee, with a complete list of the types of promotional materials the event sponsor intends to distribute at the event so that the superintendent, or designee, may make an informed decision on the time, place, and manner of distribution that would result in the least amount of disturbance with the interscholastic activity.

The superintendent, or designee, should take the following into account when determining the best time, place, and manner of distribution of promotional materials:

- Whether the promotional materials could be a distraction to participants in the interscholastic activity due to the promotional material emitting light or noise;
- Whether the promotional materials have a high possibility of being able to be used against participants of the interscholastic activity to attempt to alter the outcome of the activity;
- The possibility that the promotional materials would be left by recipients to become litter; and
- The possibility that the promotional materials would divert the attention of the audience from the interscholastic activity.

The superintendent, or designee, shall limit the distribution of promotional materials to audience members when they are entering the school building/arena, during the sponsored half-time event, and/or when they are leaving the school building/arena. The superintendent's, or designee's, restrictions on the time, place, and manner of promotional materials shall be final.

Any funds received through private sponsorship shall be placed in the District's Activity Account. The

superintendent, or designee, should follow the policy for receiving public gifts or donations when negotiating the sponsorship amount, as set forth in policy 6.3—Public Gifts and Donations to the Schools.

References	Description
DESE Athletic Revenue & Expense Rules	DESE Rules Governing Athletic Revenues and Expenditures for Public School Districts

Cross References	Description
6.03	PUBLIC GIFTS AND DONATIONS TO THE SCHOOLS

Form 7.22-F(1): PRIVATE SPONSORSHIP OF EXTRACURRICULAR EVENTS - EVENT SPONSOR AGREEMENT

Status: ADOPTED

Original Adopted Date: 03/20/2014 **| Last Reviewed Date:** 03/20/2014

See PDF on the next page.

7.22F—EVENT SPONSOR AGREEMENT

The _____ School District (hereafter "District") and _____ (hereafter "Sponsor") agree that Sponsor shall be permitted to sponsor an event to take place during the half-time break of the interscholastic activity that is scheduled on _____.

Sponsor promises to pay to District the amount of _____ for the privilege of being announced as the sponsor of the above event.

Sponsor agrees to abide by District's time, place, and manner restrictions on the distribution of all promotional materials related to the above sponsored event.

Sponsor has provided District proof of an in force, minimum face value one million dollar ($1,000,000) general liability insurance policy that will cover the above event.

I, _____, acting as a lawful an authorized representative of Sponsor, certify that I have the authority to enter into this agreement, and authorize payment to District. I understand that the half-time event will not be scheduled until this agreement is fully executed and full payment under this agreement has been received by District.

Indemnification Agreement

Sponsor promises to indemnify, hold harmless, and defend District, its agents and employees from any lawsuits, causes of action, claims, liabilities, and damages of any kind or nature, including, but not limited to: attorney's fees and costs arising from this contract, whether such attorney's fees and costs are attributable in whole or in part to any act, omission, or negligence of District, it's agents or employees, and including, but not limited to, any and all lawsuits, causes of action, claims, liabilities and damages, as provided above which District, its agents or employees may sustain by reason of any failure by Sponsor to indemnify as provided herein, or any failure by Sponsor to otherwise perform its obligations pursuant to this Contract, or by reason of the injury to or death of any person or persons or the damage to, loss of use of or destruction of any property resulting from this agreement.

I, _____, acting as a lawful an authorized representative of Sponsor, certify that I have read, understood, and accept the above indemnification agreement.

_____ _____
Sponsor Representative's Signature Date

I, _____, acting as a lawful and authorized representative of District certify that Sponsor has tendered the promised amount and has met all the requirements to be a sponsor as set forth in District Policy 7.22—PRIVATE SPONSORSHIP OF EXTRACURRICULAR EVENTS.

_____ _____
District Representative's Signature Date

Supporting Documents

7.22F

References	Description
DESE Athletic Revenue & Expense Rules	DESE Rules Governing Athletic Revenues and Expenditures for Public School Districts

Cross References	Description
6.03	PUBLIC GIFTS AND DONATIONS TO THE SCHOOLS

Policy 7.23: HEALTH CARE COVERAGE AND THE AFFORDABLE CARE ACT

Status: ADOPTED

Original Adopted Date: 03/20/2014 **| Last Revised Date:** 06/01/2022 **| Last Reviewed Date:** 06/01/2022

Definitions
"Dependent", for purposes of this policy, means an employee's child(ren) and/or spouse who are enrolled by the employee in health care coverage through the District's health care plans.

"Full-time school bus driver" means a person employed by the District to drive regular routes during the annual school year:

1. Who contracts with the District to operate a school bus for at least seven hundred twenty (720) hours during the school year;
2. Whose primary source of income during the school year is obtained by operating a school bus for the District; or
3. Who contracts with the District to operate a school bus and is designated by the superintendent as a full-time school bus driver, regardless of the number of hours for which the person is contracted.

"Full-time employee", for purposes of this policy, means an employee who is:

a. In a position requiring on average thirty (30) hours of actual performance per week during the annual school year; or
b. A full-time school bus driver.

"Responsible individual" means a primary insured employee who, as a parent or spouse, enrolls one or more individual(s) in health care coverage through the District's health care plans.

"Variable hour employee", for the purposes of this policy, means an individual, other than a full-time school bus driver, who has no base minimum number of hours of performance required per week.

Health Insurance Enrollment
All full time District employees are eligible to enroll themselves; their spouse, so long as the spouse is not otherwise eligible for insurance through his/her employer's sponsored plan; and their child(ren) in one of the insurance plans through the Public School Employee Life and Health Insurance Program (PSELHIP). Variable hour employees are not eligible to enroll in a PSELHIP plan. If a variable hour employee's measurement period finds that the employee averaged thirty (30) or more hours per week, then the employee is treated as a full time employee rather than a variable hour employee and is eligible for health insurance. New full time employees have sixty (60) days following the start date of the employee's contract to elect to enroll in a PSELHIP plan; all new employees shall be informed in writing of the start date of the employee's contract and that the employee has sixty (60) days from that date to elect PSELHIP coverage. Coverage for new employees who choose to enroll in a PSELHIP plan shall take effect on the first of the month following the date on the enrollment application. Coverage shall be in effect until the end of the calendar year. Employees who experience a Qualifying Status Change Event have sixty (60) days from the date of the Qualifying Status Change Event to file an application to change coverage information. All employees who continue to be eligible may elect to continue coverage and make changes to their PSELHIP plan for the following plan year during the yearly open enrollment period.

The District shall ensure all employees are provided education annually on the advantages and disadvantages of a consumer-driven health plan option and effective strategies of using a Health Savings Account (HSA).

District Contribution to Premiums
At a minimum, the District shall distribute the established contribution rate to all employees who are enrolled in one of the PSELHIP plans. In accordance with the State Health Insurance Portability Rules (SHIP), the District shall continue to pay the premium contribution for an employee who transfers to another Arkansas school district that also participates in the SHIP through August 31 of the calendar year the employee leaves the district so long as the employee:

1. Completes his/her contract with the District;
2. Provides the District with notice that the employee is transferring to another district by no later than the Friday following the last student contact day;
3. Provides the District with proof of employment at another Arkansas district; and

4. Has the employee portion of the premium deducted from his/her end-of-year checks or pays the District business office the employee's portion of the premium by the 15th10 of both July and August.

Measurement Method of Employee Hours
Option 1: The District uses the look-back method for determining if an employee qualifies as a full-time employee.

Option 2: The District uses the monthly measurement method for determining if an employee qualifies as a full-time employee.

W-2
For all full-time employees who are enrolled in a PSELHIP plan, the District shall indicate in box twelve (12) of the employee's Form W-2 the cost of the employee's health care coverage by using code "DD".

IRS Returns
The District will electronically file with the IRS by March 31 of each year the forms required by the IRS on the health insurance coverage of each full-time employee for the previous calendar year, whether or not the full-time employee participates in a health insurance plan through the PSELHIP.

Statement of Return
The District shall send to each full-time employee a Statement of Return (Statement) regarding the IRS Return filed on the employee. The Statement shall contain: The District's name, address, and Employer Identification Number (EIN) as well as a copy of the IRS Return filed on the employee. The District shall send a copy of the Statement to the employee on or before January 31 of the calendar year following the calendar year the information in the Statement covers. The District shall send only one Statement to the household of an employee who meets the definition of a responsible individual that will include all requisite information for both the responsible individual and the responsible individual's dependent(s). The Statement will be mailed to the employee's address on record.

Record Retention
The District shall maintain copies of the Statements sent to employees in accordance with the requirements for documents transmitted to the IRS in Policy 7.15—RECORD RETENTION AND DESTRUCTION.

Notes: This Policy is not intended to provide information on the specifics of the differences between the available PSELHIP plans; such information may be requested from the Employee Benefits Division (EBD).

References	Description
26 C.F.R. § 301.6056-1	26 C.F.R. § 301.6056-1
26 C.F.R. § 31.6001-1	26 C.F.R. § 31.6001-1
26 C.F.R. § 54.4980h-0 et seq.	26 C.F.R. § 54.4980h-0 et seq.
A.C.A. § 21-5-401 et seq.	A.C.A. § 21-5-401 et seq.
A.C.A. § 6-17-1117	A.C.A. § 6-17-1117

Cross References	Description
7.15	RECORD RETENTION AND DESTRUCTION

Policy 7.24: ADVERTISING ON SCHOOL BUSES

Status: ADOPTED

Original Adopted Date: 01/08/2016 **| Last Revised Date:** 05/23/2019 **| Last Reviewed Date:** 05/23/2019

Under the authority granted by A.C.A. § 6-19-129 and the Commission for Arkansas Public School Academic Facilities and Transportation Rules Governing Advertising on School Buses:

Option 1: The District has chosen **NOT** to permit the selling of advertising space on District owned school buses and shall **NOT** use the space provided by law for any purpose.

Option 2: The District has chosen **NOT** to permit the selling of advertising space on District owned school buses but **may** use the space provided by law to place items created by the District's information office.

Option 3: The District has chosen to use the legally provided space on District school buses for purchased advertising space and to place any items created by the District's information office.

The Superintendent shall develop procedures for soliciting proposals for advertising, as well as guidelines for the review and acceptance of advertisements.

The Board, or designee, shall approve each advertisement before it is displayed on a District bus. The Board reserves the right to reject any advertisement that it deems inappropriate for the school setting. If the District contracts with a third party for the solicitation of potential advertisers and the development of advertising programs, the District retains the final authority to accept or reject potential advertisers and proposed advertisements.

Advertising shall be accepted solely for the purpose of generating revenue for the District transportation program and not for the purpose of establishing a forum for communication. All revenue the District receives from advertisements shall only be used to reduce District transportation costs.

Regardless of the viewpoint expressed in the advertisements, advertisements shall not be approved that are:

1. For a political candidate, political party, the adoption of any bond/budget issues, or any public question submitted at any general, county, municipal, or school election as required by A.C.A. § 7-1-111;
2. Of an obscene or pornographic nature;
3. Promoting drugs, alcohol, tobacco, firearms, or similar products; or
4. Otherwise deemed to be inappropriate for minors.

The District shall also reserve the right to reject advertising that is inconsistent with:

a. Federal laws and regulations or state laws and rules;
b. Commissioner's memos;
c. The First Amendment;
d. Board policy;
e. The District's mission, goals, standards, and curriculum; or
f. Any content the District determines has a reasonable likelihood of exposing the District to controversy, litigation, or disruption.

A food or beverage advertisement shall not be permitted unless it satisfies the advertising requirements of Policy 5.29—WELLNESS POLICY.

Acceptance of an advertisement on District school buses shall not constitute approval or endorsement of any product; service; issue; organization; activity; or position referenced in the advertisement, nor shall acceptance of advertising from a vendor determine whether the District will purchase goods or services from the vendor through the District's procurement process in Policy 7.5—PURCHASES AND PROCUREMENT.

The Board has the authority to terminate advertisements on school buses at any time. The Board may, at its sole discretion, cease to allow the display of any previously approved advertisement if it finds the advertisement to have become inappropriate due to changing circumstances.

Approved advertisements may be placed:

- On the rear quarter-panels of the exterior of the bus,;
- At least three inches (3”) behind the rear wheel and not closer than four inches (4”) from the lower edge of the window line;
- At least three inches (3”) from any required letter, lamp, wheel well, reflector, or emergency exit; and
- Within a block no larger than thirty inches (30”) in height and sixty inches (60”) in length.

Any reflective tape between the floorline and beltline of the bus that is covered by an advertisement will be replaced by placing reflective tape either above or below the advertisement. No brackets or hardware shall be applied to the bus to hold advertisements.

Advertisements must be of a durable printed material. In order to not create a handhold or present a danger to pedestrians, the advertisement shall not:

- Intentionally extend from the body; or
- Extend from the body due to damage.

All advertisements shall contain the phrase “Paid advertisement” in a place, font, color, and size that it may be easily read from a distance of at least ten feet (10’).

References	Description
7 C.F.R. § 210.31	7 C.F.R. § 210.31
A.C.A. § 6-19-129	A.C.A. § 6-19-129
A.C.A. § 7-1-111	A.C.A. § 7-1-111
AR School Bus Advertising Rules	Commission for Arkansas Public School Academic Facilities and Transportation Rules Governing Advertising on School Buses

Cross References	Description
5.29	WELLNESS POLICY
6.09	MEDIA RELATIONS AND NEWS RELEASES
7.05	PURCHASES AND PROCUREMENT
7.05-F(1)	PURCHASES AND PROCUREMENT - COMMODITIES BIDDER AFFIDAVIT
7.05-F(2)	PURCHASES AND PROCUREMENT - FOOD SERVICE COMMODITIES BIDDER AFFIDAVIT

Policy 7.25: USE OF MULTI-OCCUPANCY ROOMS

Status: ADOPTED

Original Adopted Date: 05/02/2025 **| Last Reviewed Date:** 05/02/2025

Definitions

"Changing room" means a room or area in which a person may be in a state of undress in the presence of others, including without limitation a locker room or a shower room.

"Female" means an individual who naturally has, had, will have, or would have but for a congenital anomaly or intentional or unintentional disruption, the reproductive system that at some point produces, transports, and utilizes eggs for fertilization.

"Male" means an individual who naturally has, had, will have, or would have but for a congenital anomaly or intentional or unintentional disruption, the reproductive system that at some point produces, transports, and utilizes sperm for fertilization.

“Multi-occupancy room” means a changing room or restroom.

"Restroom" means a room that includes one or more toilets or urinals.

"Sex" means an individual's biological sex, either male or female.

Each multi-occupancy room shall be designated for the exclusive use of females or males. Every multi-occupancy room that is designated for the exclusive use of females or males shall only be used by a member of the designated sex. The District shall take reasonable steps to provide an individual with privacy in a multi-occupancy room from members of the opposite sex.

A person of the opposite sex than that designated for the multi-occupancy room shall not enter a multi-occupancy room that is designated for the exclusive use of the opposite sex unless the individual enters the multi-occupancy room that is designated for the opposite sex to:

1. Perform custodial services or maintenance;
2. Render medical assistance;
3. Perform duties arising under the course and scope of employment as a law enforcement officer, employee, or contractor;
4. Seek protection in a designated shelter area during a threat of an emergency or a natural disaster;
5. Provide aid during a threat of a natural disaster or a serious threat to good order or safety; or
6. Address, supervise, or treat athletes that the individual is overseeing as a coach or an athletics personnel member during a reasonable time before an athletic event, during an athletic event, or immediately following an athletic event if:
    a. The coach or the athletics personnel member verifies that no person is in a state of undress at any time while the coach or the athletics personnel member is present; and
    b. An adult other than the coach or the athletics personnel member is also present.

The provisions of this policy shall not apply to the extent necessary to accommodate:

- Persons protected under the Americans with Disabilities Act;

- Young children in need of assistance; or
- Elderly persons requiring aid.

The District may establish:

- Single-occupancy restrooms and changing rooms; or
- Family restrooms or changing rooms.

The District may redesignate a multi-occupancy room designated for exclusive use by one (1) sex to a designation for exclusive use by the opposite sex when necessary.

References	Description
A.C.A. § 22-3-2201 et seq.	A.C.A. § 22-3-2201 et seq.
A.C.A. § 6-21-120	A.C.A. § 6-21-120