

**SECTION 7  
BUSINESS AND NON-INSTRUCTIONAL OPERATION**

<b>POLICY #</b>	<b>TITLE</b>	<b>DATE ADOPTED</b>
7.2	Annual Operating Budget	03-08-2004
7.3	Millage Rate	03-08-2004
7.5	Purchases and Procurement	03-08-2004
7.6	Activity Account	03-08-2004
7.7	Cash in Classrooms	06-11-2012
7.9	Property Insurance	06-13-2011
7.11	Use of School Funds for Non-School Related Purposes	08-11-2008
7.12	Expense Reimbursement	12-12-1996
7.13	Management and Disposal of School Property	05-11-1998
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3000	Yearbook Policy	06-20-2016
3023	Commodity Bids	08-12-1991
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3115	Vandalism and Loitering	07-10-1989
3200	Bus Service Requirements	09-27-1979
3202	Bus Speed Limits	11-07-1974
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3300	Crisis Intervention Plans	12-13-1993
3400	Safety Program Policy	11-19-2001

## ANNUAL OPERATING BUDGET

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

The budget shall be prepared in the electronic format as prescribed by the State Board of Education and filed with the Arkansas Department of 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 month reconciliation reports and a statement on the general financial condition of the District monthly to the Board.

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

Legal References:       A.C.A. § 6-17-914  
                              A.C.A. § 6-13-701 (c) (3)  
                              A.C.A. § 6-20-2202

Date Adopted: 03-08-2004  
Last Revised:  08-16-2005  
Last Revised:  07-19-2010  
Last Revised:  07-14-2014

**MILLAGE RATE**

The Board shall publish one time in some newspaper published in the county in which the district lies, at least sixty (60) days in advance of the school election at which the annual ad valorem property tax for the district is decided by the electors, the District's proposed budget, together with a millage rate sufficient to provide the funds necessary for the District's operation.

Legal References:       A.C.A. § 6-13-622  
                              Arkansas Constitution: Article 14 Section 3 (c) as amended by  
                              Amendment 74

Date Adopted: 03-08-04  
Date Revised:  06-13-11

## **PURCHASES AND PROCUREMENT**

Purchases shall be made in accordance with State laws and procurement procedures governing school purchases that are deemed to be in the best interest of the District and are the result of fair and open competition between qualified bidders and suppliers.

### **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 three thousand five hundred dollars (\$3,500) when purchased with Federal funds.

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

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

### **Commodities**

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

Purchases of commodities with a purchase price of more than \$10,000 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 \$25,000 with vendors that are on the “excluded parties list” if the contract is to be paid from federal grant funds.

All purchases for a Federal program with an estimated purchase price between three thousand five hundred dollars (\$3,500) and ten thousand dollars (\$10,000) and all purchases of commodities with an estimated price that equals or exceeds ten thousand dollars (\$10,000) 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 shall be attached to the bid. Bidders submitting written bids shall be notified in writing of the bid award.

The following commodities may be purchased 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.

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

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

- The initial awarding of the contract; or
- If and 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 start all over again;
- 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.

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.

Legal References:       A.C.A. § 6-21-301, 303, 304, 305, 306  
                              A.C.A. § 6-24-101 et seq.  
                              A.C.A. § 19-11-801 et seq.  
                              2 C.F.R. § 200.67  
                              2 C.F.R. § 200.319  
                              2 C.F.R. § 200.320  
                              2 C.F.R. § 200.324  
                              48 C.F.R. § 2.101

Date Adopted: 03-08-2004  
Last Revised: 08-16-2005  
Last Revised: 07-19-2010  
Last Revised: 05-13-2013  
Last Revised: 06-20-2016

**FOOD SERVICE COMMODITIES BIDDER AFFIDAVIT**

Fouke School District

Miller 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 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



## ACTIVITY ACCOUNT

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

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

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.

Legal Reference: A.C.A. § 6-13-701 (g)

Date Adopted: 03-08-04

Date Revised: 08-11-08

Date Revised: 06-13-11

**CASH IN CLASSROOMS**

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

Date Adopted: 06-11-2012

Last Revised:

## **PROPERTY INSURANCE**

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

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

Date Adopted: 06-13-11

Last Revised:

**USE OF SCHOOL FUNDS FOR NON-SCHOOL RELATED PURPOSES**

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

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

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

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

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

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

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

Date Adopted: 08-11-2008  
Last Revised:  07-15-2013  
Last Revised:  06-20-2016

## **EXPENSE REIMBURSEMENT**

### **TRAVEL**

The district will reimburse at a rate per mile as approved annually. The district will reimburse for one vehicle for each four persons attending the same event. Exceptions may be granted if transportation will be needed at the site to attend workshops at different locations.

### **MEALS**

The district will reimburse at a rate as approved annually for meals. Definitions of what constitutes a half day or a full day reimbursement will be consistently approved by the individual supervisor/administrator of the school. ITEMIZED original meal receipts must be attached to the request to obtain reimbursement.

### **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;
- Optional or supplementary insurance obtained by the employee for the period covered during the travel; and
- Tips, other than those required by the source of the expense, e.g. a restaurant which adds a tip to the bill for all groups of six or more.

Date Adopted: 12-12-96

Date Revised: 12-11-00

Date Revised: 10-11-05

Date Revised: 08-13-07

Date Revised: 07-14-08

## MANAGEMENT AND DISPOSAL OF DISTRICT PROPERTY

### Definitions

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

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

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

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

“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.

“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.

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.

### **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 of surplus commodities. The District will strive to dispose of surplus commodities at or near their fair market value.

The Superintendent may declare surplus any commodity with a fair market value of less than \$1000. Surplus commodities with a fair market value of less than \$1000 will be periodically sold by the most efficient, cost effective means that is likely to result in sales at or near fair market value.

The Superintendent may submit a list of surplus commodities deemed to have a fair market value of \$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 fair market value of \$1,000 or greater will be sold by the most efficient, cost effective means that is likely to result in sales at or near fair market value. 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 the fair market value 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.

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. The Superintendent or designee(s) shall be responsible for getting a determination of the objective fair market value of surplus real property<sup>3</sup>. The district will strive to dispose of surplus items at or near their fair market value. The real property may be listed for sale with a real estate broker, and the Superintendent or designated individual may contract on behalf of the district to pay the usual and customary sales commission for such transactions, upon sale of the property.

If the Superintendent chooses to dispose of the surplus items by bid, the Superintendent or designee(s) may set a minimum or reserve price on any item, and may reject all bids. The Superintendent or designee is authorized to accept the high bid provided the high bid is at or near the fair market value 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 or not-for-profit organizations 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 disposal of school property must be for the benefit of the school district and consistent with good business principles.

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

## **Disposal of Surplus Real Property After Consolidation**

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, or a city by the Board of Directors for the following purposes:

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

Legal References:       A.C.A. § 6-13-111  
                              A.C.A. § 6-13-620  
                              A.C.A. § 6-21-108  
                              A.C.A. § 6-21-110  
                              A.C.A. § 6-24-101–107  
                              34 CFR § 80.3 – 80.52  
                              34 CFR § 80.31  
                              34 CFR § 80.32(d)(e)

Date Adopted: 05-11-1998  
Last Revised: 02-12-2007  
Last Revised: 07-19-2010  
Last Revised: 05-13-2013  
Last Revised: 07-14-2014  
Last Revised: 06-20-2016



## RECORD RETENTION AND DESTRUCTION

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

### Definitions

“Directly or directly interested” (hereinafter “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” (hereinafter “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 of 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 or the safety of District students;
- 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 Arkansas Department of Education (ADE) 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.

Board of Education Minutes – forever

Personnel files – forever

Student files – until the student receives a high school diploma or its equivalent, or is beyond the age of compulsory school attendance (Reference policy # 4.38)

Student records of attendance/graduation – forever

Financial Records – five years or until audited (exception: data will be kept longer if litigation is pending)

Documentation, including letters of approval, related to transactions or contracts for services covered by this policy and Arkansas statutes for Board members or members of their families or for waivers granted to District employees - thirteen years

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

Expenditures made with federal grant monies – governed by the terms of each grant or until audited unless there is pending litigation

Video Surveillance Recordings – the timeline established in policy #5040 – Video Surveillance

The district shall retain copies of video recordings for a minimum of two (2) weeks before they are erased which may be accomplished by either deletion or copying over with a new recording.

Emails – No district policy but retention is per individual practice unless requested to be retained or deleted by the superintendent or technology coordinator.

Documents filed with the IRS, including those required in Policy #7.23-Health Care Coverage and the Affordable Care Act – four (4) years

The superintendent, designee, or technology coordinator, shall be responsible for determining when there is a need to interrupt the routine destruction of records. Due to potential adverse repercussions for the failure to cease the destruction of such records, the person responsible for making a “cessation” decision should be close to the source of the cause precipitating the cessation. When an incident occurs that common sense and/or previous experience indicate could result in legal and/or disciplinary action, the routine destruction of district records relating to the incident must be suspended until such time as the legal and/or disciplinary action, or the likelihood of such action, has concluded. The Federal Rules of Civil Procedure (FCRP) as amended in December of 2006 specifically require litigants to be able to pertinent electronically stored information (ESI). FCRP’s Rule 37 (f) specifically acknowledges the need to for routine deletion of records. The issue becomes one of a “good faith” effort to stop record destruction when necessary. 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 the nature of records that are to be retained. Such records shall be retained until the superintendent, designee, or technology coordinator has authorized their destruction. Employee training on the district’s records retention schedule shall specifically include information on the record that may need to be retained do to pending disciplinary or legal actions which otherwise are subject to routine disposal. If an employee has doubt about the need to retain any record otherwise scheduled for destruction, he/she shall consult with the superintendent, designee, or tech coordinator prior to destroying such records.

The records’ storage system devised by the superintendent, designee, or tech coordinator shall be organized in a manner that enables the efficient retrieval of data and documents. The district shall have adequate backup of critical data which is stored electronically. 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 or state law or regulations.

- 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 or state law or regulations.
- 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.

Cross References: Policy #8.19-Licensed Personnel Employment  
Policy #4.19-Classified Employment

Legal References: A.C.A. § 5-1-109(c)(2), (g)  
A.C.A. § 6-13-619  
A.C.A. § 6-17-104  
A.C.A. § 6-17-2301  
A.C.A. § 6-18-901  
A.C.A. § 6-24-102(8)(15)  
A.C.A. § 6-24-105(d)  
A.C.A. § 6-24-106(c)(6)  
A.C.A. § 6-24-107(c)  
A.C.A. § 6-24-115  
A.C.A. § 21-3-302, 303  
ADE Rules Governing Ethical Guidelines and Prohibitions for Educational Administrators, Employees, Board Members, and Other Parties  
26 C.F.R. § 31.6001-1  
34 C.F.R. § 99.2  
Federal Rules of Civil Procedure Numbers 16, 26, 33, 34, 37, and 45

Date Adopted: 11-17- 2008

Last Revised: 07-14-2014

## INFORMATION TECHNOLOGY SECURITY

The superintendent shall be responsible for ensuring the district has the necessary components in place to meet the district's needs and the state's requirements for information technology (IT) security. To aid the superintendent in creating, monitoring, and updating the District's IT Security system, the superintendent shall appoint an information security officer (ISO). The ISO shall be responsible for:

- a) Overseeing the District-wide IT security system;
- b) Development of District IT policies and procedures;
- c) Development and leading of employee training on the IT Security requirements;
- d) Ensuring compliance with the adherence to the Arkansas Department of Education (ADE) IT Security standards.

The ISO shall work with other IT staff, the superintendent, and district management appointed by the superintendent to develop a District IT Security system necessary to meet the requirements of this policy and ADE's standards. The IT security system shall contain the necessary components designed to accomplish the following:

1. The District IT security system shall contain mechanisms, policies, procedures, and technologies necessary to prevent disclosure, modification, or denial of sensitive information.

For the purposes of the IT Security system, "sensitive data" is any and all student and employee data that is either personally identifiable information (PII) or any non PII information that, if assembled together, would allow a reasonable person to identify an individual. Sensitive data includes, but is not limited to:

- Student personally identifiable information, except as allowed by the Family Educational Rights and Privacy Act (FERPA); and
- Employee personally identifiable information, except as required by Ark. Code Ann. § 6-11-129.

All District employees having access to sensitive information shall receive annual IT security training, which shall emphasize the employee's personal responsibility for protecting student and employee information.

2. Physical access to computer facilities, data rooms, systems, networks and data will be limited to those authorized personnel who require access to perform assigned duties.

User workstations shall not be left unattended when logged into sensitive systems or data that includes student or employee information. Workstation settings shall be set for automatic log off and require a password for the system to restore from screensavers.

All equipment that contains sensitive information shall be secured to deter theft. No sensitive data shall be retained on laptops and/or remote devices (home computer,

thumbdrives, cellphones, CDs, etc.) unless it is encrypted in accordance with the Arkansas State Security Office's Best Practices.

Server rooms and telecommunication rooms/closets shall be protected by appropriate access control. The rooms shall be segregated from general school or District office areas to restrict access. Server room access control shall be enforced using industrial locks keyed separately from any other room on campus and keys are limited to IT staff and maintenance to allow unescorted access only to IT or management staff who require the access to perform their job functions.

3. Network perimeter controls will be implemented to regulate traffic moving between trusted internal (District) resources and external, untrusted (internet) entities. All network transmission of sensitive data shall enforce encryption where technologically feasible.

The District shall maintain a network configuration management program that includes at a minimum:

A network diagram identifying all connections, addresses, and purpose of each connection including management approval of all high risk internetfacing ports such as mail (SMTP/25), file transport protocol (FTP/20-21), etc.

All wireless access shall require authentication. The DISTRICT wireless networks will deploy network authentication and encryption in compliance with the Arkansas State Security Office's Best Practices. Scans for rogue wireless devices will be conducted at a minimum monthly. Any Rogue wireless device shall be disabled.

Remote access with connectivity to the District internal network shall be achieved using encryption.

Appropriate WARNING BANNERS shall be implemented for all access points to the District internal network.

4. System and application access will be granted based upon the least amount of access to data and programs required by the user in accordance with a business need-to-have requirement.

The District shall enforce strong password management for:

- Employees and contractors as specified in Arkansas State Security Office Password Management Standard.
- Students as specified in Arkansas State Security Office K-12 Student Password Management Best Practice.

User access shall be limited to only those specific access requirements necessary for an employee to perform his/her job functions. Where possible, segregation of duties shall be utilized to control authorization access.

User access shall be granted and terminated upon timely receipt of a documented access request/termination. All access requests shall require approval by the ISO or designee. Ongoing access shall be reviewed for all users at a minimum annually.

IT administrator privileges for operating system(s), database(s), and applications shall be limited to the minimum number of staff required to perform these sensitive duties.

5. Application development and maintenance for in-house developed student or financial applications will adhere to industry processes for segregating programs and deploying software only after appropriate testing and management approvals.

Any custom-built student or financial applications or supporting applications that interface, integrate with, or provide queries and reporting to/from student or financial systems shall be developed using a system development life cycle approach that incorporates at a minimum:

- a) Planning, requirements, and design;
- b) User acceptance testing (UAT);
- c) Code reviews; and
- d) Controlled migration to production.

Any changes to core or supporting applications that provide student or financial processing or reporting shall be implemented in a controlled manner that includes at a minimum:

- Documentation of any change, including changes to both infrastructure and application;
- Management approval of all changes; and
- Controlled migration to production, including testing as appropriate.

6. Monitoring and responding to IT related incidents will be designed to provide early notification of events and rapid response and recovery from internal or external network or system attacks.

The District shall develop and maintain an incident response plan to be used in the event of system compromise that shall include:

- a) Emergency contacts;
- b) Incident containment procedures; and
- c) Incident response and escalation procedures.

7. To ensure continuous critical IT services, the District ISO will develop a business continuity/disaster recovery plan appropriate for the size and complexity of the District IT operations.

The district-wide business continuity plan shall include at a minimum:

- Procedures for performing routine backups at least weekly and the storage of backup media at a secured location other than the server room or adjacent facilities. Backup media shall be stored off-site a reasonably safe distance from the primary server room and retained in a fire resistant receptacle.

- A secondary backup processing location, such as another School or District building, shall be identified.
- A documented calling tree with emergency actions to include:
  - Recovery of backup data;
  - Restoration of processing at the secondary location; and
  - Generation of student and employee listings to ensure an accurate head count.

8. Server and workstation protection software will be deployed to identify and eradicate malicious software attacks such as viruses, spyware, and malware.

Spyware and virus protection software shall be installed, distributed, and maintained on all production platforms, including:

- a) File/print servers;
- b) Workstations;
- c) Application and database servers.

Malicious software protection shall include:

- Weekly update downloads;
- Weekly scanning;
- The malicious software protection to be in active state (realtime) on all operating servers/workstations.

All security-relevant software patches shall be applied within thirty (30) days and critical patches shall be applied as soon as possible.

Legal Reference: Commissioner's Memo RT-15-010

Date Adopted: 06-08-2015

Last Revised:

### **DISPOSAL OF NON-NEGOTIATED CHECKS OR UNCLAIMED PROPERTY**

State law specifies how the district is to dispose of retained funds in the form of issued but non-negotiated checks that have been not been presented for payment within one 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 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 12 month period after it has been issued. Districts are required to file annual reports by October 31.

The state auditor's website <http://www.auditorjimwood.org/index.html> has a section that does a good job of explaining the requirements. Additionally, because the code listed as legal references for this policy are not in the new law book, they are available on our policy update website.

Legal References:       A.C.A. § 18-28-201  
                                   A.C.A. § 18-28-202(11), (c), (d)  
                                   A.C.A. § 18-28-204  
                                   A.C.A. § 18-28-206  
                                   A.C.A. § 18-28-207  
                                   A.C.A. § 18-28-208(a)  
                                   A.C.A. § 18-28-210(b)(c)  
                                   A.C.A. § 18-28-217  
                                   A.C.A. § 18-28-221(a)  
                                   A.C.A. § 18-28-224

Date Adopted: 08-09-10

Last Revised:



**ELECTRONIC FUND TRANSFERS**

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

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

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

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

Cross Reference: Policy #1.16 —DUTIES OF BOARD DISBURSING OFFICER

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

Date Adopted: 05-14-2012

Last Revised:

## **PRIVATE SPONSORSHIP OF EXTRACURRICULAR EVENTS**

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.

Cross References: Policy 6.3 —Public Gifts and Donations to the Schools

Legal References: ADE Rules Governing Athletic Revenues and Expenditures for Public School Districts

Date Adopted: 07-14-2014

Last Revised:

**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

## **HEALTH CARE COVERAGE AND THE AFFORDABLE CARE ACT**

### **Definitions**

“Dependant”, 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 employee”, for purposes of this policy, means an employee in a position requiring on average thirty (30) hours of actual performance per week during the annual school year.

“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 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). Any employee who enrolls in a PSELIP consumer driven health care plan is required to establish an HSA unless the employee is ineligible for an HSA.

### **District Contribution to Premiums**

At a minimum, the District shall distribute the statutorily required contribution rate to all employees who are enrolled in one of the PSELHIP plans.

### **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”.

### **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 dependant'(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 7.13-Record Retention and Destruction.

Cross Reference: 7.13—RECORD RETENTION AND DESTRUCTION

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

Date Adopted: 07-14-2014

Last Revised: 10-20-2014

Last Revised: 11-10-2014

## ADVERTISING ON SCHOOL BUSES

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:

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.<sup>2</sup>

Cross References:    5.29 – WELLNESS POLICY  
                             6.9—MEDIA RELATIONS AND NEWS RELEASES  
                             7.5—PURCHASES AND PROCUREMENT

Legal References:    A.C.A. § 6-19-129  
                             A.C.A. § 7-1-111  
                             Commission for Arkansas Public School Academic Facilities and  
                             Transportation Rules Governing Advertising on School Buses  
                             7C.F.R §210.30

Date Adopted:        06-20-2016  
Last Revised:

## YEARBOOK POLICY

A business that agrees to buy a business ad must pay by the first yearbook deadline, which is usually the first week of January. A business that does not pay by that deadline will have their ad removed. Students who have personal ads that have not been paid for will not be able to complete CPR training and/or graduate.

Prices for personal ads are:

- \$200 for a full page
- \$150 for ½ page
- \$85 for ¼ page

Prices for business ads are:

- \$200 for a full page
- \$150 for ½ page
- \$85 for ¼ page
- \$50 for 1/8 page

The process for tracking payments for business/personal ads will be done on the Jostens Yearbook Avenue website.

The sponsor will be responsible for the funds of the yearbook, *The Panther*.

Date Adopted: 06-20-2016

Last Revised:



**COMMODITY BIDS**

Commodity bids shall be compiled by the superintendent and presented to the board in summary form for their consideration.

Date Adopted: 08-12-91

**GUIDELINES FOR DETERMINING SCHOOL MEAL PRICES**

The school district will determine the costs of all meals for students, personnel, and visitors on an annual basis. The school food service director will recommend to the superintendent the price of meals necessary for the food service program to be financially efficient. The superintendent will make recommendations relating to meal prices for approval by the board of directors prior to each school year. The administration will communicate to the public the approved meal prices annually.

Date Adopted: 01-15-01

## INVENTORIES

A current inventory of all properties as specified by the building level principals shall be maintained annually. A current listing of all inventories shall be forwarded to the Superintendent no later than June 15th of each year. The district sets the value for the APSCN inventory of fixed assets at \$1000 unless a lesser amount is required by a special funding source, i.e. Title I, Title VIB, etc.

The technology director will maintain an inventory of all technology-related equipment and will notify the district of items that are to be added or deleted from the district's APSCN inventory. All equipment purchased with federal or state funds will be labeled with the fund and the year purchased. The source of funds will be noted on the director's and district's inventory.

All federal and state laws and guidelines will be followed when procuring, using, transferring, and disposing of equipment. Appropriate documentation of the property's disposition will be available at the central office.

Legal Reference: 34CFR80.3 through 80.52

Date Adopted: 03-27-78

Date Revised: 03-10-03

Date Revised: 11-14-05

Date Revised: 02-12-07

**USE OF SCHOOL EQUIPMENT**

Equipment of the Fouke Public Schools will not be loaned to individuals for personal use.

Date Adopted: 05-11-96

**DECORATIONS**

Any decoration, alterations, or physical changes to school facilities must be approved by the school principal. The school principal must also approve fasteners used to display objects in the building. All decorations will be promptly removed after functions held in the school buildings.

Date Adopted: 05-11-96

## **SCHOOL PLANT MANAGEMENT**

### **BUILDING AND GROUNDS MANAGEMENT**

The care, custody and safe keeping of all school property shall be the general responsibility of the Superintendent in cooperation with school principals. The Superintendent shall establish such procedures and employ such means from time to time as may be necessary to provide accurate information in regard to the nature, condition, location, and value of all school property; to safeguard against loss, damage, or undue depreciation; to recover and restore to usefulness any school property which may be lost; stolen or damaged; and to do all things necessary to insure the proper maintenance and safekeeping of school property.

Each principal shall assume responsibility for the housekeeping of the building and designated grounds of his/her school. She/he will supervise the custodial staff of the school and shall see that teachers and students are encouraged to help in keeping classrooms, halls, and grounds clean at all times.

Date Adopted: 04-04-77

### **VANDALISM AND LOITERING**

Because of repeated acts of vandalism to the Fouke Schools, it is necessary to restrict access to the campus during certain periods of time. The Board of Directors of Fouke School District shall seek the strict enforcement of Arkansas Statutes 6-21-604; 6-21-065; 6-21-606; and 6-21-607; and other applicable statutes.

Access to the school buildings and grounds after sundown shall be limited to personnel whose work requires it and to those activities specifically authorized by the school. Signs shall be posted to inform the public of restrictions on the use of facilities.

The Superintendent or designee shall be authorized to sign a criminal complaint and to press charges against perpetrators of vandalism to school property and against loiterers.

Every effort shall be made to recover damages from adult vandals or from the parents of juvenile vandals to cover the theft of equipment or the destruction of school property. This shall apply not only to damage done after school hours, but also to damage done to school property during the course of the school day.

A reward of \$500.00 shall be offered for information leading to the conviction for vandalism to Fouke Schools. The identity of the informant shall be kept anonymous.

Date Adopted: 07-10-89

**BUS SERVICE REQUIREMENTS**

For bus service to be provided to a residence, the following requirements will be considered:

1. Children should live at least 2 miles or more from school.
2. The road must be suitable for safe traffic.
3. A safe turn around must be provided as determined by the transportation supervisor.

Date Adopted: 09-27-79

Date Revised: 03-19-07



**BUS SPEED LIMITS**

The speed limit for school vehicles on school routes and any/all school related trips will be at a minimum observation of the legal limits or less if weather or other is questionable.

Date Adopted: 11-07-74

Date Revised: 04-04-77

Date Revised: 03-19-07

**ASSIGNMENT OF NEW BUS**

New buses shall be assigned at the discretion of the superintendent after collaborating with the transportation designee about the needs of the district with consideration given to the replacement of the oldest bus in the fleet regularly used on a route.

Date Adopted: 09-17-84

Date Revised: 07-25-06

**PAYMENT BEFORE SERVICE RENDERED**

No employee shall be paid prior to service rendered.

Date Adopted: 06-10-85

**CONCESSION STANDS**

The District shall provide the facilities and equipment for the operation of its concessions stands. School organizations and clubs that manage or operate the concession stand will share net proceeds as determined by the District annually.

Date Adopted: 05-13-91

Date Revised: 08-11-08

### **RELATIONS WITH OTHER GOVERNMENTAL AGENCIES**

It shall be the policy of the Fouke School District to cooperate with all governmental agencies in the interest of the welfare of all citizens. Schools have a special responsibility to parents/guardians for the welfare of students while they are in the care of the school. At the same time, schools have a responsibility to ensure that all employees are accorded all rights of citizenship. To carry out these responsibilities school officials shall observe the following procedures:

1. The representative of an outside agency shall contact the superintendent or designee and request to contact a student or an employee at a time that would not interfere with the normal school routine.
2. If a court order is presented to contact a student, the request shall be granted with the understanding that the parent/guardian will be notified by a school official. If the agency does not want the parent/guardian notified, the court order shall so specify.
3. If no court order is presented, parental/guardian permission must be given prior to a child being contacted at school by an outside agency.
4. An employee may refuse to talk to the representative of an outside agency until a court order is presented.
5. Employees shall retain civil rights during any investigation.
6. An employee may have another party of their choosing present during an interrogation.
7. An employee may choose to record an interrogation.
8. Should any of the above procedures not meet approval of an outside agency, a court order shall be presented outlining the procedures to be followed.
9. None of the above procedures shall preclude cooperation with outside agencies in an emergency or an obviously dangerous situation.

Date Adopted: 10-12-92

Date Revised: 08-08-94

## **CRISIS INTERVENTION GUIDE FOR THE SAFETY OF STUDENTS AND EMPLOYEES**

Fouke School District recognizes that many occurrences can have a traumatic effect on students and personnel in a school. To best handle these different situations the superintendent shall establish a crisis team for the different types of problems that might occur.

The members of this team shall serve terms as determined by the superintendent. The team shall be concerned with any type of crisis and shall develop a plan of action. This team will avail itself of available safety training and utilize the resources of outside agencies. The team shall prepare materials and inform the students, personnel, parents and community of the district's crisis guide. The guide shall be reviewed annually and revised as necessary.

Emergency plans shall include but are not limited to the following:

- |  |  |
|--|--|
| 1. Emergency Plan  | 2. Bus transportation accident                               |
| 3. Power Loss-Black Out-Fallen Aircraft                                | 4. Gas Leaks/Hazardous Materials<br>Spills Biological Agents |
| 5. Evacuation Procedures   | 6. Intruder with weapon in building                          |
| 7. Threatening Person(s) Outside Building                              | 8. Take Cover Procedures/Media<br>Procedures                 |
| 9. Weapons/Explosions/Bomb Threats                                     | 10. Flooding   |
| 11. Child Left at School/Kidnapping<br>Missing Child/Danger of Suicide | 12. Tornado/Earthquake                                       |
| 13. Serious Injury/Death/Major Accident/Medical Emergency              |  |

The district's crisis guide will include techniques for prevention, intervention, and conflict resolution. The guide will specify procedures for particular crisis and drills will occur as follows:

All school in the District shall conduct fire drills at least monthly. Tornado drills shall be conducted at least annually. Evacuation drills shall also be conducted annually.

Other types of emergency drills may also be conducted. These may include, but are not limited:

- |                     |                     |
|---------------------|---------------------|
| 1. Earthquake       | 2. Act of Terrorism |
| 3. Chemical spill   | 4. Fallen aircraft  |
| 5. Lockout/lockdown |                     |

Legal Reference:       A.C.A. § 12-13-109  
                              Act 648 of 2003

Date Adopted: 12-13-93

Date Revised: 12-08-03

**SAFETY PROGRAM POLICY**

Fouke School District is committed to providing the safest possible conditions for students, employees, and visitors, and to minimize environmental, health, and safety hazards. The district will have a team of persons knowledgeable in developing a systematic risk control program. This team will be organized by the superintendent annually. The safety program will include: 1) development and enforcement of health and safety rules; 2) awareness and training in good health and safety practices; 3) compliance with health and safety standards; 4) prompt investigation of accidents to determine cause and prevent recurrences; and, 5) shared responsibility and cooperation amongst team, employees, students, and others within all aspects of the safety program.

Date Adopted: 11-19-01





