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BUSINESS and FINANCIAL MANAGEMENT

7.1—FISCAL YEAR

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

Legal Reference: A.C.A. § 6-20-410

Date Adopted: 5-19-03

Last Revised:

7.2—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 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.

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

Date Adopted: 5-19-03

Last Revised: 4-22-13; 6-17-14; 5-21-18; 6-17-2019

7.3—MILLAGE RATE

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 county¹ where the district's property lies¹; the District's proposed budget, which shall include a millage rate sufficient to provide the funds necessary for the District's operation.

Note: ¹ If your district lies in more than one county, you are required to publish the budget in a newspaper that is published or has a general circulation in the county- where the district is administered.

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

Date Adopted: Date 5-19-03
Last Revised: 6-20-11; 4-20-2020

7.3—GRANTS AND SPECIAL FUNDING

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.

Date Adopted: 5-19-03

Last Revised:

7.5—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. 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 ten thousand dollars (\$10,000) when purchased with Federal funds.

“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 **\$23,100** require prior approval from the designated agent of the district; 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.

All purchases for a Federal program with an estimated purchase price between ten thousand dollars (\$10,000) and **twenty-three thousand one hundred dollars \$23,100** and all purchases of commodities with an estimated purchase price that equals or exceeds **twenty-three thousand one hundred dollars \$23,100** shall be procured by soliciting bids.⁶ 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.¹

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.²

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;³ and
5. Commodities available only from a single source.⁴

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.⁵

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 law⁶, 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.

Notes:

Names of vendors on the excluded parties list can be found at www.sam.gov.

In accordance with A.C.A. § 15-4-3804 and 3805, your procedures will need to address how your district intends to ensure that the state goal of at least twenty percent (20%) of the purchases of food products by entities that receive at least twenty-five thousand dollars (\$25,000) of state funds and have a food service program is spent on local farm or food products. More information on what to include in your procedures may be found on page 38 of the USDA document found at https://fns-prod.azureedge.net/sites/default/files/f2s/F2S_Procuring_Local_Foods_Child_Nutrition_Prog_Guide.pdf.

¹Any commodities purchased by the district through the TAPS program satisfies the state bidding requirements; however, for purchases with Federal funds, districts are required to demonstrate that an effort was made to determine that the TAPS purchase price is the best price. The verification effort may be demonstrated through an email, fax, letter, or written documentation of a telephone call.

Be aware that A.C.A. § 18-44-503 requires a district or education coop to receive a [performance payment bond](#) in the amount of the contract from a contractor for projects to repair, alter, or erect a public building, structure, or improvement that ~~meets or exceeds the contract amount requiring the advertising of bids under A.C.A. § 22-9-203~~ [is in excess of fifty thousand dollars \(\\$50,000\)](#).

² This language is required by 2 C.F.R. § 200.321 and the process you will use to provide the preference should be clearly set forth in your purchasing procedures, which must include all of the following:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

³ Used school buses, over two years old as defined in A.C.A. § 6-21-306(a), are exempt from bidding requirements.

⁴ A “sole source justification document” should be attached to the purchase order and maintained in the audit file for all commodities purchased as such. DESE stipulates the following seven (7) criteria that the justification must meet:

- Why the service or product is needed;
- The methods used to determine that a lack of responsible/responsive competition exists for the service or product;
- How it was determined that the provider possesses exclusive capabilities;
- Why the service or product is unique;

- Whether or not there are patent or property rights which make the required service or product unavailable from other sources;
- What the district would do if the provider/service product were no longer available;
- Any program considerations which make the use of a “sole source” critical to the successful completion of the district’s task.

⁵ A.C.A. § 6-21-304 specifically states the parameters required within the appeal process. Your district could choose to alter the paragraph and how it intends to deal with the appeal and its resolution. An example would be to award a financial settlement to the appellant if the appeal is upheld. Another example would be to state, by policy, the length of time for the resolution of the appeal process.

⁶ An example of when simply extending a contract without going through the bid process is prohibited includes certain purchase contracts for the child nutrition programs.

Legal References: A.C.A. § 6-21-301, 303, 304, 305, 306, 307
 A.C.A. § 6-24-101 et seq.
 A.C.A. § 15-4-3801 et seq.
 A.C.A. § 18-44-503
 A.C.A. § 19-11-259
 A.C.A. § 19-11-801 et seq.
 A.C.A. § 22-9-203
 2 C.F.R. § 200.67
 2 C.F.R. § 200.319
 2 C.F.R. § 200.320
 2 C.F.R. § 200.321
 2 C.F.R. § 200.324
 48 C.F.R. § 2.101

Date Adopted: 5-19-03

Last Revised: 4-22-13; 5-26-15; 5-16-16; 6-5-17; 8-21-17; 6-17-19; 6-12-20; 6-14-21

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

7.6—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 References: A.C.A. § 6-13-701(g)
A.C.A. § 6-20-417

Date Adopted: 5-19-03

Last Revised: 6-20-11; 6-17-19

7.7—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 or designated staff member. Designated staff members 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).

Date Adopted: 5-19-03

Last Revised: 6-25-12

7.8—PERSONAL PROPERTY

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.

Date Adopted: 5-19-03

Last Revised:

7.9—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: 5-19-03

Last Revised: 6-20-11

7.10—PUBLIC USE OF SCHOOL BUILDINGS

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 or weapons 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. § 5-73-120 or the individual has a valid conceal carry license and leaves the concealed handgun in the individual's locked vehicle.

Outside organizations who use outdoor spaces shall be responsible for providing any necessary portable toilets. Bathrooms in school buildings will only be available to organizations using outdoor spaces if the organization agrees to pay for the use of the necessary, segregatable and able to be made secure portion of the building in addition to the outside space. If the portion of the building containing restrooms cannot be segregated and/or made secure, both the outdoor and indoor space must be rented and insured against loss or accident.

Legal References: A.C.A. § 5-73-119
 A.C.A. § 5-73-120
 A.C.A. § 6-10-130
 A.C.A. § 6-21-101
 Arkansas Constitution Article 14, § 2

Date Adopted: 5-19-03

Last Revised: 5-16-16; 5-21-18

7.11—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: 5-19-03

Last Revised: 7-21-08; 7-15-13; 5-16-16

7.12—EXPENSE REIMBURSEMENT

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 District/State/IRS and shall be based on the shortest, most reasonable, route available. Mileage is only payable if a school vehicle is not available.

Meals maybe 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 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 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. Tips may not be handwritten. They must be part of the original calculated receipt.

Meal expenses incurred by the superintendent or other administrators as necessary, in the performance of their duties when meeting with state officials or consultants maybe 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;
- Optional or supplementary insurance obtained by the employee for the period covered during the travel; and

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:

3.20—CERTIFIED PERSONNEL REIMBURSEMENT OF TRAVEL
EXPENSES

8.14— CLASSIFIED PERSONNEL REIMBURSEMENT OF TRAVEL
EXPENSES

Date Adopted: 5-19-03

Last Revised: 7-17-06; 6-20-11; 7-15-13

7.13—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 property¹. 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.

Except when the District receives and accepts an offer to lease or purchase surplus real property from a purchaser for an amount that exceeds the fair market value through a bid process, an open- enrollment public charter school that draws its students from the District shall have a right of first refusal to purchase or lease for fair market value any of the District's surplus real 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, not-for-profit organizations, 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 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 cost 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, 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.

Notes:

¹The fair market value (FMV) of items must be established prior to their disposal. The determination of the surplus commodity's value will determine whether the superintendent has to submit it to the board. You need to document how you reached FMV; Digital photos can be very useful, particularly if you decide FMV seems low.

The disposal of items purchased with federal grant funds is governed by the following requirements, which are located at 34 CFR 80.32(e):

Disposition. When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

(1) Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

(2) Items of equipment with a current per unit fair market value in excess of \$5,000 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.

²The fair market value (FMV) of items must be established prior to their disposal. In the case of real property, this should be established by means of a survey and real estate appraisal by a licensed surveyor and appraiser performed within the preceding six months.

The disposal of real property purchased with federal grant funds is governed by the requirements contained in 34 CFR 80.31 which states in part:

- (c) Disposition. When real property is no longer needed for the originally authorized purpose, the grantee or subgrantee will request disposition instructions from the awarding agency. The instructions will provide for one of the following alternatives:*

- (1) Retention of title. Retain title after compensating the awarding agency. The amount paid to the awarding agency will be computed by applying the awarding agency's percentage of participation in the cost of the original purchase to the fair market value of the property. However, in those situations where a grantee or subgrantee is disposing of real property acquired with grant funds and acquiring replacement real property under the same program, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.*
- (2) Sale of property. Sell the property and compensate the awarding agency. The amount due to the awarding agency will be calculated by applying the awarding agency's percentage of participation in the cost of the original purchase to the proceeds of the sale after deduction of any actual and reasonable selling and fixing- up expenses. If the grant is still active, the net proceeds from sale may be offset against the original cost of the property. When a grantee or subgrantee is directed to sell property, sales procedures shall be followed that provide for competition to the extent practicable and result in the highest possible return.*
- (3) Transfer of title. Transfer title to the awarding agency or to a third-party designated/approved by the awarding agency. The grantee or subgrantee shall be paid an amount calculated by applying the grantee or subgrantee's percentage of participation in the purchase of the real property to the current fair market value of the property.*

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. § 6-23-501
 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: 4-22-13

Last Revised: 5-26-15;

5-16-16

7.14—USE OF DISTRICT CELL PHONES AND COMPUTERS

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 phones-and/or computers for non-school purposes, except as permitted by District policy, shall be subject to discipline, up to and including termination. School employees 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.¹

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 CELL PHONES AND OTHER 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:²

- Suspension for students; and
- Termination for employees.

Note: ¹ The IRS has changed its position regarding the use of district issued cell phones for personal use for those employees who have a genuine **need** for a cell phone due to their job’s duties. Cell phones **cannot** be issues as a fringe benefit, but only as a —legitimate need related to their job’s responsibilities. There is no longer a need to keep track of personal calls and claim their value as income. The district has the option of supplying the phone directly to the employee or of reimbursing the employee for the cost of his/her personal phone that is used for both District and personal purposes. Any such reimbursement can only be for the specific employee and not any other individuals associated with that employee’s cell phone plan. There has been no change to the use of school computers for personal purposes. Use of school issued cell phones and/or computers by board members or employees who do not meet the policy’s definition of eligibility for non-school purposes is considered income by the Internal Revenue Service. —Income in this sense means the fair market value that the individual would have had to pay for the use of the cell phone or computer on the open market. Any board member, or employees who do not meet the policy’s definition of eligibility, who uses a school-issued cell phone and/or computer for non-school purposes should be issued the appropriate IRS form (1099) stating the amount of income they have been paid by the district.

Please be aware that telephone records for both personal and school business calls of any school employee's district-provided cell phone can be requested and must be disclosed by the school district under the Arkansas Freedom of Information Act.

² This sentence was added due to the dangers involved for both drivers and pedestrians associated with distracted driving. A.C.A. § 27-51-1609 prohibits the use of a "wireless handheld telephone" while in a school zone for any purpose when that use is not hands free. While the policy language exceeds the statutory language, we believe the expanded language is important for the protection of students and employees alike.

Cross References: 3.34—LICENSED PERSONNEL CELL PHONE USE
 3.51—SCHOOL BUS DRIVER'S USE OF MOBILE COMMUNICATION
 DEVICES
 4.47— POSSESSION AND USE OF CELL PHONES, OTHER
 ELECTRONIC DEVICES
 8.24—SCHOOL BUS DRIVER'S USE OF MOBILE COMMUNICATION
 DEVICES
 8.25— CLASSIFIED PERSONNEL CELL PHONE USE

Legal References: IRC § 132(d)
 IRC § 274(d)
 IRC § 280F(d)(4)
 IRS Publication 15 B
 A.C.A. § 6-19-120
 A.C.A. § 27-51-1504
 A.C.A. § 27-51-1609

Date Adopted: 6-25-12

Last Revised: 6-17-2019

7.15—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” (“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:¹
 - 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 years²
 - 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 7.23-Health 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

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, he/she 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.

Notes: ¹ While A.C.A. § 6-24-105(b)(1)(A)(i) permits a district to employ a Board member's family member for up to \$5,000, and (c)(2)(A)(i) permits a district to enter into a non-employment contract with a board member's family member for up to a \$10,000 limit, during the total tenure of the Board member without the District having to receive waivers for such employment, the need to retain documentation for all compensation exists if for no other reason than to establish when the limit may be reached.

² A.C.A. § 6-24-115 makes it a criminal act to violate the statutes governing Board member and District employees' ethical behavior. A.C.A. § 5-1-109(c)(2) allows for a public servant to be charged for felonious conduct for up to ten years after the officer leaves office or the violation should have been discovered (whichever comes first), but this can be extended by an additional three years if the individual is out of state for a continuous period under A.C.A. § 5-1-109(g). Employees are included in the definition of public servants so the same retention requirements apply to both Board members and employees.

Cross References 1.22—RECORDING OF BOARD MEETINGS
3.19—LICENSED PERSONNEL EMPLOYMENT
4.48—VIDEO SURVEILLANCE AND OTHER STUDENT
MONITORING
7.16—INFORMATION TECHNOLOGY SECURITY
7.18—DISPOSAL OF NON-NEGOTIATED CHECKS OR UNCLAIMED
PROPERTY
8.13—CLASSIFIED EMPLOYMENT

Legal References: A.C.A. § 5-1-102
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. § 18-28-211
A.C.A. § 21-3-302, 303
A.C.A. § 25-19-106
A.C.A. § 27-23-207
DESE Rules Governing Ethical Guidelines and Prohibitions for Educational
Administrators, Employees, Board Members, and Other Parties
DESE Rules Governing the Arkansas Educational Support and Accountability
Act
26 C.F.R. § 31.6001-1
34 C.F.R. § 99.2
49 C.F.R. § 382.701

49 C.F.R. § 382.703

Federal Rules of Civil Procedure Numbers 16, 26, 33, 34, 37, and 45

Date Adopted: 7-21-08

Last Revised: 6-17-14; 5-26-15; 5-16-16; 6-17-19; 4-20-2020; 6-12-20

7.16—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 Division of Elementary and Secondary Education (DESE) 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 DESE'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);¹ 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, thumb drives, cell phones, 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 keys 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) A network diagram identifying all connections, addresses, and purpose of each connection including management approval of all high risk internet facing ports such as mail (SMTP/25), file transport protocol (FTP/20-21), etc.
- b) All public facing (internet) servers and workstations segmented on a demilitarized zone (DMZ) that keeps them separate from the internal District network. Segmentation shall be through a Router and Virtual Local Area Networks (VLAN)..

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.

Audit and log files shall be generated and maintained for at least ninety (90) days for all critical security-relevant events, including but not limited to:

- Invalid logon attempts;
- Changes to the security policy/procedures; and
- Failed attempts to access objects by unauthorized users.

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;⁴
 - 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) Email servers;
- d) Web servers; and
- e) 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.⁵

Notes: ¹ More information on FERPA may be found in Policy 4.13—PRIVACY OF STUDENTS' RECORDS/ DIRECTORY INFORMATION.

In addition to other notifications, 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.

Legal References: Commissioner's Memo RT-15-010
 A.C.A. § 4-110-101 et seq.
 A.C.A. § 10-4-429

Date Adopted: 5-26-15

Last Revised: 6-5-17; 6-17-19; 8-1-22

7.16D— PAYMENT OF TEACHER LICENSURE FEES

The district will pay the fees associated with renewing a teacher's licenses; provided the teacher has one (1) year of service within the district.

Date Adopted: 8-18-08

Last Revised:

7.17—FOOD SERVICE PREPAYMENT

Meal Charges

The district does not provide credit for 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. 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 the school office or by sending a valid check labeled you're your child's name;
- 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 weekly and/or as needed based on balance.

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 ²

- 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.

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

Date Adopted: 5-15-17

Last Revised: 6-5-17; 6-17-19

*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. The establishment and maintenance of an identity theft protection program is seen to be a financial and potentially time-consuming burden to school districts.

7.17.1—EXCESS FOOD

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.

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

Date Adopted: 6-17-19

Last Revised:

7.17.2—NON-DISCRIMINATION IN FOOD SERVICE PROGRAMS

In accordance with Federal law and the U.S. Department of Agriculture (USDA) regulations, the Bismarck 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 Bismarck 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.

Cross References: 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

Legal References: Commissioner’s Memo CNU-22-028

7 C.F.R. Parts 15, 15a, and 15b

7 C.F.R. § 210.23

20 U.S.C. 1681 et seq.

29 U.S.C. 794 et seq.

42 U.S.C. 2000d et seq.),

42 U.S.C. 6101 et seq.

42 U.S.C. 12101 et seq.

Date Adopted: 8-1-22

Last Revised:

7.17B—REQUIRMENTS FOR ESTABLISHING PAYROLL DEDUCTIONS

For a new payroll deduction to be established, a minimum of ten (10) employees must participate with the vendor. If a payroll deduction is established and the number of employees participating falls below 10, the deductions will continue. If all employees drop the deduction option, for a particular vendor, that vendor deduction option will be dropped. In order to reestablish a dropped vendor to payroll deductions the vendor will need 10 employees to participate.

If vendors wish to speak with school employees they must do so during the employees lunch break or before/after school. A vendor may hire a substitute, from the district's substitute list, to temporarily relieve an employee from their duties for the purpose of communicating with the employee.

Approval from the administration must be obtained before a vendor can solicit the district's employees. An employee may refuse solicitation.

Date Adopted: 8-18-08

Last Revised:

7.18—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 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.

Legal References: A.C.A. § 18-28-201
 A.C.A. § 18-28-202(a)(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: 6-25-12

Last Revised: 4-20-2020

7.19—SERVICE ANIMALS IN DISTRICT FACILITIES

In accordance with the provisions of the Americans with Disabilities Act and Arkansas statutes, service dogs and trained miniature horses¹ (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: If the animal is required because of a disability; and

a. 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.

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 <http://arsba.org/policy-resources>.

¹ A service dog may be any breed even if the breed is restricted by a local ordinance. A miniature horse is not one specific breed, but may be one of several breeds, with distinct characteristics that produce animals suited to service animal work. The animals generally range in height from 24 inches to 34 inches measured to the withers, or shoulders, and generally weigh between 70 and 100 pounds. There is a bit more flexibility for Districts in determining if a facility can accommodate a horse than for a dog. Miniature horses are less flexible than dogs and therefore may not fit into smaller spaces as well as a dog. In specific instances when the horse's size poses a legitimate safety hazard, the horse could be prohibited from that specific event or facility. Keep in mind, however, that if a facility could reasonably accommodate a 24" dog, it could likely accommodate a 24" horse.

Legal References: 28 CFR § 35.104
 28 CFR § 35.136
 28 C.F.R. § 36.302
 A.C.A. § 20-14-304
 A.C.A. § 20-14-308
 A.C.A. § 20-14-314

Date Adopted: 6-20-11

Last Revised: 6-17-14; 5-16-16; 6-17-19

7.20– 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 nonrecurring transactions which can be accomplished by a signed authorization or an email authorizing such a disbursement of funds.

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

Date Adopted: 12-14-15

Last Revised: 6-17-19

7.21—NAMING SCHOOL FACILITIES

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.

Legal Reference: A.C.A. § 25-1-121

Date Adopted: 7-15-13

Last Revised: 6-17-14

7.22—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 Reference: Policy 6.3 —Public Gifts and Donations to the Schools

Legal Reference: DESE Rules Governing Athletic Revenues and Expenditures for Public School Districts

Date Adopted:

Last Revised: 6-17-19

7.23—HEALTH CARE COVERAGE AND THE AFFORDABLE CARE ACT

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 position¹ 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;² 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.³ 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.⁴ 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 Event⁵ 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).⁶

District Contribution to Premiums

At a minimum, the District shall distribute the ~~statutorily required~~ **established** contribution rate to all employees who are enrolled in one of the PSELHIP plans, ~~which shall include any mandatory increases to the contribution rate due to increases to the salary schedule.~~⁷ 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:⁸

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 day⁹;
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 Hours³

Option 1: The District uses the look-back method for determining if an employee qualifies as a full-time employee.³

Option 2: The District uses the monthly measurement method for determining if an employee qualifies as a full-time employee.³

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".¹¹

IRS Returns

The District will electronically file with the IRS by March 31 of each year the forms¹² 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 Return¹³ 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).

¹ Although Arkansas's statutory language is “a position”, the Fair Labor Standards Act and the Affordable Care Act both state that the determination of total number of hours is based on the specific employee rather than the number of contracts/positions an employee has with the same employer. We believe that the Federal laws allow you to have an employee under separate contracts so long as you combine the number of hours from each contract to reach a total number of hours for that employee.

Example: An employee has two contracts with your district: one for a bus driver and one for a custodian. The bus driver contract is for twenty (20) hours each week and the custodian contract is for fifteen (15) hours each week. The employee is treated as providing thirty-five (35) hours for your district and would be eligible.

² EBD permits an employee to insure his/her spouse through the PSELHIP when the employee's spouse is a state employee or a public school employee.

³ The Missouri School Boards Association has an excellent document containing more information on variable hour employees, selecting a measurement method, and setting up procedures for calculating hours. The document can be found at <https://arsba.org/policy-resources>.

⁴ The start date of the employment contract is important because it triggers the start of the sixty (60) days the employee has to elect coverage. Our understanding is that EBD will use the date the employee is entered into APSCN to determine the start and end dates of the sixty (60) day period. The date an employee should be entered into APSCN as having been hired is the first date the employee's contract covers rather than the date the board voted to employ the individual; for example:

The employee has a 190 day contract with a first day of duty of Aug. 7th and runs through May 29th. The start date is August 7th.

⁵ Qualifying Status Change Events include: change in number of dependents due to birth, adoption, death, or loss of eligibility due to age; change in marital status due to marriage, death, divorce, legal separation, or annulment; change in employment status; and loss or gain of group coverage. EBD requires supporting documentation of the qualifying status change event be attached to the application for a change in coverage.

⁶ A consumer-driven health plan option is a health insurance plan that qualifies as a high deductible health plan. Currently, the PSELHIP plans that qualify as consumer-driven health plans are the Classic and Basic Plans. Districts may satisfy the training requirement by allowing a representative from the EBD's list of approved vendors to speak with the district's employees.

⁷ The amount for the minimum contribution rate is established by the House and Senate Education Committees as part of the adequacy review process set forth in A.C.A. § 6-17-1117(a)(1). ~~Districts may be required to pay above the minimum contribution amount if the district gives a raise to the base minimum bachelor's level teacher salary schedule. The district would then have to increase the contribution rate by the same percentage as the increase to the base minimum bachelor's level teacher salary schedule; the exceptions to this are:~~

- ~~• The increase to the base bachelor's level salary schedule was to bring the district into compliance with the statutory minimum teacher salary schedule;~~
- ~~• Seventy-five percent (75%) or more of the district's eligible employees participate in health insurance through the PSELHIP; or~~
- ~~• The district's contribution is one hundred twenty-five percent (125%) or more above the minimum contribution amount.~~

When a district employee has elected the employee and spouse plan or the family plan and the employee's spouse also works for the district, the employee who is the primary insured individual is the only individual considered to have "elected to participate"; thus, the district is only responsible to pay a contribution rate for one employee rather than for both the employee and spouse.

⁸ This is optional language from the SHIP Rules, which has the intent to provide some uniformity across the state on how to handle the summer contract gap period and provide increased certainty for personnel. If your district elected not to participate in the program, replace this language with "The District does not participate in the State Health Insurance Portability program" and renumber the remaining footnotes. Participation in the program provides that personnel who are transferring from one participating Arkansas district to another participating Arkansas district have two options:

- a) Legally, each school district is a separate employer; as a result, employees who transfer from another district have the option to be treated as a new employee for health insurance. As a new employee, the employee has the option to select a different level of insurance (Move from the Basic Plan to the Premium Plan or vice versa), add or drop dependents, and be eligible to receive the wellness discount. However, the employee will have all deductibles reset. Transferred employees who wish to be treated as a new employee are required to timely inform the district he/she is transferring from that the employee desires a break in coverage and to not have payments made on health insurance for July and August; these employees will be required to submit a new election form to EBD in order to have their health insurance reinstated.
- b) The transferred employee may elect to continue existing coverage through the new district. An employee who chooses this option may not change plan types, add or drop dependents, and will only receive the wellness discount if the employee had qualified for the discount prior to transferring to the new district. Employees who wish to be treated as a transferring employee instead of a new employee will need to have the district the employee is transferring from indicate in the EBD task for employee termination that the reason for their termination is due to a transfer and have their new district submit a Notice of Public School

Employee Transfer Form to EBD. For an employee to be eligible for this option, both the employee's former district and the new district must participate in the SHIP program.

A copy of the SHIP Rules may be found at <https://arsba.org/policy-resources> and [more information on procedures may be found in EBD's Public School Employee Benefits Administration Manual](#).

¹¹ This information has no impact on the employee's taxes as the employee portion of the health coverage premium is still excluded from earned income. The inclusion on the Form W-2 is for informational purposes only.

¹² The two forms districts will be required to complete are Form 1094C and Form 1095C. Form 1095C, like a W2, is specific to each full time employee. Form 1094C, like a W3, is a transmittal form that covers all the 1095C submitted to the IRS as well as some additional information.

¹³ The IRS Return that will be sent to each full-time employee is a copy of the Form 1095C the district submits to the IRS on the employee.

Cross Reference: 7.15—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
26 C.F.R. § 301.6056-1

Date Adopted: 6-17-14

Last Revised: 5-26-15; 5-16-16; 6-5-17; 6-17-19; 8-1-22

7.23F—LICENSED PERSONNEL ELECTRONIC RECEIPT OF STATEMENTS CONSENT FORM

To receive an electronic copy of the statement concerning the tax information for your health insurance coverage, please complete the following information:

Name: _____

E-mail address: _____

Phone number: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

(The phone number and mailing address shall only be used for the purpose of acquiring a replacement e-mail address to send a copy of the Statement of Return (Statement) in the event the District receives an-unable to deliver-notification when the District sends an electronic copy of the Statement to the provided e-mail address.)

Disclosures

An individual who consents to receive an electronic copy of the Statement shall be deemed to be aware of, and agree to, the following disclosures:

1. I shall receive a paper copy of the Statement unless I consent to receive an electronic copy;
2. My consent to receive an electronic copy of the Statement shall be effective for all future Statements unless I withdraw my consent¹ or it is terminated in accordance with this agreement;
3. The District shall terminate the sending of electronic Statements upon the occurrence of any of the following:
 - Thirty(30) days² after the District receives a written request to withdraw consent;
 - There is a change in hardware or software that has a material impact on my ability to receive the electronic version of the Statement;
 - February 1 of the year following any of the following:
 - Termination of my employment;
 - My retirement from employment;
 - My death;
4. I may request a paper copy of the Statement even though I have consented to receive an electronic copy of the Statement. The request for a paper copy must be in writing, either electronically or on paper, and shall be delivered to the.³ A request to receive a paper copy shall not constitute a withdrawal of consent to receive an electronic copy of the Statement unless I affirmatively state that the request constitutes a withdrawal.⁴
5. I shall receive from the District through either mail or e-mail a confirmation of my withdrawal of consent and the date the withdrawal shall become effective;
6. A withdrawal of consent shall not apply to an electronic copy of the Statement that is sent

prior to the effective date of the withdrawal;

7. I am responsible for making sure that the District has my current contact information. I may update any changes to my contact information by sending an amended copy of the

Electronic Receipt of Statements Consent Form to the;³

8. The District shall contact me with any changes in the District's contact information;

9. The District shall furnish electronic copies of the Statement in the Portable Document Format (PDF);⁵

10. Arkansas or Federal law could require the printing of a copy of the Statement to attach to a Federal, State, or local tax return;

11. The e-mail containing the electronic copy of the Statement shall have the subject line of —Important Tax Return Document Available|| in all capital letters.

I certify that I have read the disclosures and that I wish to affirmatively consent to receive my copy of the Statement in an electronic format.

Signature: _____

Date: _____

Notes: ¹ While you can have the consent be effective for only one Statement rather than for all future Statements, this language tracks the language in Policy 7.23 and is recommended because mailing paper copies of the Statement of Record could prove costly to districts. Since sending electronic copies is much cheaper and faster than paper copies, we have chosen to make the default position in both this Form and the associated policy be to extend to all future statements to lessen the costs to Districts. If you choose to have the consent be effective for only one Statement rather than for all future Statements, change the language to read "I understand that my consent shall only be effective until February 1 of the following year. If you change the language in this Form be sure to change the language in Policy 7.23 to match.

² The ACA allows you to change the implementation date of the withdrawal received to sixty (60) days after it is received.

³ Fill in this blank with the name, phone number, mailing address, and e-mail address of in the consent form signed by the employee.

⁴ Alternatively, this sentence maybe changed to allow that any request for a paper copy; such a change would obligate the district to supply future copies to the employee on paper and is not recommended due to the increased costs to districts.

⁵ The ACA does not require statements be provided as a PDF; however, the law does require that there is uniformity between all documents sent electronically to the employee. This means that the Electronic Receipt of Statement Consent Form, the statement, and any other documents related to the statement that are sent electronically by the District to the employee must be in the same format. Since documents provided by the IRS are traditionally PDFs, that is the suggested format.

7.24—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 but **may** use the space provided by law to place items created by the Superintendent.

The Superintendent shall develop procedures for soliciting proposals for “Items created by the Superintendent”, as well as guidelines for the review and acceptance of advertisements.

The Board, or designee, shall approve each “Items created by the Superintendent” before it is displayed on a District bus. The Board reserves the right to reject any “Items created by the Superintendent” that it deems inappropriate for the school setting.

Regardless of the viewpoint expressed in the “Items created by the Superintendent”, “Items created by the Superintendent” 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 “Items created by the Superintendent” that is inconsistent with:

- a. Federal ~~or State~~ 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.

In accordance with Policy 25.29, the District does not permit advertisements for food and beverages on any district owned property.

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

Approved “Items created by the Superintendent” 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 “Items created by the Superintendent” will be replaced by placing reflective tape either above or below the “Items created by the Superintendent”. No brackets or hardware shall be applied to the bus to hold “Items created by the Superintendent”.

“Items created by the Superintendent” 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.

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

Legal References:
 7 C.F.R. § 210.30
 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
 7 C.F.R. § 210.31

Date Adopted: 05-16-16
 Last Revised: 5-15-17; 5-21-18; 6-17-19

Local Policies

Purchasing Card Policy

The Bismarck District has implemented a purchasing card program to aid employees in purchasing and paying for authorized goods and services on behalf of the District. The purpose of this program is to establish a more efficient, cost-effective method of purchasing items for District programs and activities.

The Superintendent or his or her designee is responsible for administering the program for the District and has sole discretion to assign a purchase card (P-Card) to an individual District employee. A P-Card may not be transferred to, assigned to, or used by anyone other than the designated employee.

All prospective cardholders must sign a Purchasing Cardholder Agreement (Cardholder Agreement), prior to a P-Card being issued and must abide by the Agreement. All prospective cardholders must be at least eighteen (18) years old and have sufficient mental capacity to form a valid contract under Arkansas law. Non-District employees are not eligible for a P-Card.

Use for personal purchases is strictly prohibited. A P-Card CANNOT be used as payment for certain restricted items, as listed below. The P-Card is NOT a revolving credit line and all statements must be paid off monthly. All District purchasing and financial guidelines apply to any and all purchases made with a P-Card.

Fraudulent use or misuse of a P-Card may result in criminal prosecution, and, in the sole determination of the Superintendent or his or her designee (unless otherwise stated in the Cardholder Agreement) may be considered sufficient grounds for revocation of an employee's P-Card privileges. Additionally, improper use may lead to other adverse employment actions, up to and including termination.

Card Restrictions

The P-Card CANNOT be used as payment for the following items:

- ALL items intended solely for personal, non-District use;
- Alcoholic beverages or tobacco;
- Lottery tickets;
- Cash advances or ATM withdrawals;
- Money orders; and
- Prepaid credit or debit cards.

MCC codes will be utilized to restrict purchases of the above items.

All District purchasing and financial guidelines must still be adhered to. This policy is not intended to take precedence over any other purchasing policy implemented by the District or as required by law. In case of a conflict, State Law and specific procurement policies take precedence.

Date Adopted: 03-11-2019

Last Revised: