

TABLE OF CONTENTS

SECTION 7—BUSINESS AND FINANCIAL MANAGEMENT

7.1—FISCAL YEAR

7.2—ANNUAL OPERATING BUDGET

7.3—MILLAGE RATE

7.4—GRANTS AND SPECIAL FUNDING

7.5—PURCHASES AND PROCUREMENT

7.5.1—PURCHASING AUTHORITY AND MINORITY SPENDING GOALS

7.5F—COMMODITIES BIDDER AFFIDAVIT

7.5F2— FOOD SERVICE COMMODITIES BIDDER AFFIDAVIT

7.6—ACTIVITY ACCOUNT

7.7—CASH IN CLASSROOMS

7.8—PERSONAL PROPERTY

7.9—PROPERTY INSURANCE

7.10—PUBLIC USE OF SCHOOL BUILDINGS

7.10A—PUBLIC USE OF SCHOOL BUILDINGS—GENERAL RULES

7.11—USE OF SCHOOL FUNDS FOR NON-SCHOOL RELATED PURPOSES

7.12—TRAVEL EXPENSE REIMBURSEMENT

7.13—MANAGEMENT AND DISPOSAL OF DISTRICT PROPERTY

7.14—USE OF DISTRICT CELL PHONES AND COMPUTERS

7.15—RECORD RETENTION AND DESTRUCTION

7.16—INFORMATION TECHNOLOGY SECURITY

7.17—FOOD SERVICE PREPAYMENT

7.17.1—EXCESS FOOD

7.18—DISPOSAL OF NON-NEGOTIATED CHECKS OR UNCLAIMED PROPERTY

7.19—SERVICE ANIMALS IN DISTRICT FACILITIES

7.20—ELECTRONIC FUND TRANSFERS

7.21—NAMING SCHOOL FACILITIES

7.22—PRIVATE SPONSORSHIP OF EXTRACURRICULAR EVENTS

7.22F—EVENT SPONSOR AGREEMENT

7.23—HEALTH CARE COVERAGE AND THE AFFORDABLE CARE ACT

7.24—ADVERTISING ON SCHOOL BUSES

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: August 24, 2017

Last Revised:

7.2—ANNUAL OPERATING BUDGET

The Superintendent or designee shall be responsible for the preparation of the annual operating budget for the District. The Superintendent or designee 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 Reference: A.C.A. § 6-13-701(e)(3)
 A.C.A. § 6-20-2202

Date Adopted: August 24, 2017
Last Revised:

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

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

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

Legal References: A.C.A. § 6-13-622
 A.C.A. § 6-14-111
 Arkansas Constitution: Article 14 Section 3 ~~(e) as amended by Amendment 74~~

Date Adopted: August 24, 2017

Last Revised: June 22, 2023

7.4—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 if matching amount exceeds \$100,000.

Date Adopted: August 24, 2017

Last Revised:

7.5—PURCHASES AND PROCUREMENT

The Little Rock School District operates with a centralized purchasing system. Procurement staff are responsible for purchasing goods and services as requested through proper authorization and within limitation of budgetary restraints. The Procurement Director is authorized to delegate purchasing authority to departments when needed to handle business operations of the District. Such delegation must be approved by the Chief Financial Officer of the District.

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/consultant services.

Procurement will take into consideration quality, cost, availability, timeliness, and vendor compliance with applicable federal and state law.

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

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

Specific guidance for purchasing may be found in regulation in the District Operations Manual for issues not addressed by policy, regulation, administrative directives, or District Operations Manual, the American Bar Association Model Procurement Code for state and local governments will provide the guidance.

Legal References: A.C.A. § 6-18-2201 et seq.
 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
 A.C.A. § 25-1-1002
 DESE rules Governing the Student Protection Act
 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

Date Adopted: August 24, 2017

Last Revised: June 22, 2023

7.5.1—PURCHASING AUTHORITY AND MINORITY SPENDING GOALS

PURCHASING AUTHORITY

The designated legal purchasing agent for the Little Rock School District is the Director of Procurement. This appointment is in accordance to state law A.C.A 6-21-301(5). Except as otherwise expressly provided in this policy, the authority of the Procurement Director encompasses procurement of all commodities, professional services, and construction on behalf of the Little Rock School District, regardless of the source of funding. The Board of Directors retains approval authority for the following exceptions:

1. Any curriculum program or consultant to the Board with a purchase price of \$50,000 or more;
2. Legal and Financial Advisory Services;
3. Any outsourcing of a district operation;
4. Any construction with an expected cost of \$1 million or more.

The Procurement department will provide a monthly report to the Board of all purchase orders processed over \$50,000.

MINORITY SPENDING GOALS

In support of the Little Rock School District's goal to achieve an equitable integrated public education program, LRSD enhances this effort by ensuring that responsible minority businesses enterprises (MBE) and labor surplus area firms (LSA) are afforded a fair and equal opportunity to participate in the procurement process. LRSD recognizes AR Code 15-4-301:315 and 2CFR 200.321 to support and encourage participation of businesses owned & controlled by minority vendors and in impoverished areas. LRSD has in effect a 10% spending goal with MBE's and a 10% spending goal with women owned business enterprises (WBE).

The following categories will be exempt for the 20% minority and women own business goal calculation: debt service, employee benefits, utilities, fuel, textbooks, postage, travel expenses (except travel agency), vehicle license and title fees.

The Little Rock School District encourages minority and women own small business vendors to contact the Procurement Department of the Little Rock School District for assistance in the methods of doing business with the Little Rock School District.

The Procurement department will provide a monthly report to the Board of MBE and WBE spending.

Legal References: A.C.A. § 6-21-301,
 A.C.A. § 15-4-301:315
 2 C.F.R. § 200.321

Date Adopted: January 27, 2022
Last Revised:

7.5F—COMMODITIES BIDDER AFFIDAVIT

LITTLE ROCK SCHOOL DISTRICT

PULASKI 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.
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Signature

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

Notary Public

7.5F2— FOOD SERVICE COMMODITIES BIDDER AFFIDAVIT

LITTLE ROCK SCHOOL DISTRICT PULASKI 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. Additional guidance may be found in the LRSD Activity Fund Procedures Handbook.

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: August 24, 2017

Last Revised: October 22, 2020

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. Bookkeepers should deposit daily, unless otherwise directed by the superintendent or chief financial officer.

Date Adopted: August 24, 2017

Last Revised:

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:

Last Revised: August 24, 2017

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: August 24, 2017

Last Revised:

7.10—PUBLIC USE OF SCHOOL BUILDINGS

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

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

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

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

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

Other than an approved scheduled event, the cut off time for use of school grounds is sunset. Use of LRSD grounds is permitted, consistent with procedure. After the cut off time, any use will be considered improper and those using it would be considered unauthorized.

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: August 24, 2017

Last Revised: June 23, 2022

7.10A—PUBLIC USE OF SCHOOL BUILDINGS—GENERAL RULES

1. All rental requests are subject to availability.
2. A written rental agreement is required of any event with the relevant LRSD department (i.e. Athletics, Fine Arts, Building Administrator. The agreement can only be executed by the qualified representative of the organization or group.
3. LRSD facilities will not be rented to individuals directly, but only to organized groups or organizations who can and will be responsible for proper supervision and for adequate protection of school property.
4. If the responsible person for the organization is also an LRSD employee, then there must be an additional LRSD employee must be assigned to monitor the facility while it is being used.
5. A signed contract and payment of rental fee must be received by LRSD 15 days prior to scheduled event. All cancellations must be given in writing five days prior to the scheduled event.
6. No student or adult groups rentals are available in a facility unless there is a custodian or other school personnel present. Only school personnel are authorized to possess a key to open any facility.
7. If concessions are to be sold, the parties shall specifically state in the agreement where any profits should be submitted (school bookkeep, organization, etc.)
8. Use of facilities outside the normal duty hours and when custodial personnel are not present requires the organization using the facility to employ a custodian or other district personnel to open, close and secure the building, and to perform other duties as needed.
9. Any group renting a facility must be accompanied by at least one adult who is responsible for the actions of the group/organization. That individual should be present before and after the event.
10. Any damage to facilities shall be repaired and all costs paid by sponsoring organization.
11. Use of an LRSD facility may occur only in the agreed upon area of the building. Access to the entire building is not permitted.
12. Kitchen and specialized equipment are normally not available for rent unless special arrangements are made at the time the written agreement is initiated at the district office and the agreement is approved by the LRSD Child Nutrition Director.

Date Adopted: July 29, 2019

Last Revised:

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: August 24, 2017

Last Revised:

7.12—TRAVEL 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 with the exception of per diem meal allowances unless required by funding source. For a receipt to be valid it should contain the name of the issuing company, the date, the amount, show payment in full and be issued to the traveler. 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.

Prior approval for all travel, including prepaid expenses, will be obtained before any expenses are incurred. Economical and reasonable modes of transportation, lodging, and other expenditures in accordance with the purpose of the travel must be used. A copy of the full agenda for the conference or training must be provided with the Professional Leave / Expense Form.

To insure that maximum impact can be achieved, the following regulations apply to all out-of-district travel. Out-of-district travel is defined as being outside Pulaski County, AR. Travel costs within Pulaski County are limited to registration costs. Meals are included only if they are part of the registration cost. In Pulaski County the training site is defined as the employee's worksite for that day or days.

Meals Per Diem and Incidental Costs

LRSB will follow GSA guidelines for per diem rates. Meal costs will be determined by the last accepted federal per diem schedule or actual costs documented by receipts if required by the funding source. Meals included in the cost of registration or provided by hotel will be deducted from the per diem amount as follows: breakfast (20%), lunch (30%), and dinner (50%). No deductions will be made for continental breakfasts. Parking at the airport or hotel will be reimbursed with itemized receipt provided.

Lodging Expense

The District will reimburse actual lodging expense incurred in travel for the District. Lodging will be reimbursed only for the days of the conference attended plus night(s) required based on the conference schedule. Economical and reasonable lodging in accordance with the purpose of the travel must be used. Reimbursement for lodging expenses will require itemized, lodging receipts that indicate the employee has paid for the lodging. Receipts from personal credit cards will not be accepted unless accompanied by the receipt from the lodging establishment. If the rate for lodging exceeds the federal maximum for lodging, a justification must be provided. Room upgrades are not eligible for reimbursement.

Travelers are encouraged to use cost saving initiatives such as appropriate sharing of rooms, carpooling and like arrangements.

Air Travel

Procurement must receive a copy of the approved Professional Leave / Expense Form so that airfare, if needed, can be booked.

Using District Pro-Card for Travel

After the travel form has been approved, the traveler may go to his / her principal/director and request to use the site's main Pro-Card (usually the principal's/director's) to do the following:

- a. Secure a hotel reservation pay for one-night stay required by hotel;
- b. Pay for registration fees; (registration can be paid by purchase order as well.)
- c. Pay for lodging for student travel;

Individual employees cannot use the Pro-Card to pay for the following, this excludes employees traveling with students:

- a. Airline Tickets
- b. Hotel Room
- c. Meals
- d. Auto Rental
- e. Incidental Expenses

Advance / Expense Check

The traveler will receive an advance / expense check to pay for the items that have been approved on the travel form and have not been purchased already with District Pro-Card.

Travel to Destination

The District will reimburse travel expenses for point-to-point costs for coach fare on common carriers. Receipts or ticket stubs are required for reimbursement of common carrier costs. If an employee chooses to use a personal automobile, reimbursement will not exceed the current per mile rate approved by the District or point-to-point coach fare, whichever is less. The District's approved per mile rate will be aligned with the state of Arkansas' per mile rate. Mileage is figured from Little Rock to the destination city using Mapquest.com. When more than one employee travels to the same location in a personal automobile, mileage will be reimbursed only to the employee whose personal automobile is used. When automobiles are used for transportation to a destination, carpooling for multiple attendees is recommended.

If traveling in state, the traveler will maintain adequate automobile insurance as mandated by Arkansas State Law.

When traveling out of state, the traveler may be asked to provide proof of current automobile insurance containing proper endorsements for business use to their professional leave/expense form. Use of personal vehicles for out-of-state travel may be denied at District's sole discretion. Employees should understand that the employee's personal insurance will respond in the event of an accident while operating a personal vehicle on District business.

Local Travel at Destination

Actual reasonable expenses of local travel by common carriers at the destination will be reimbursed between the following locations:

- a. Airport
- b. Hotel
- c. Conference location / Conference activities

Automobile Rentals - At Destination

Automobiles will not be rented at District expense without prior approval of the Superintendent or his / her designee and in no case without documentation, in advance, that automobile rental will be less expensive to the District than the cost of public transportation to meeting, conferences, etc. Reimbursement is conditioned upon advance authority as well as receipts from the leasing agency.

Automobile Rentals - Travel to Destination

If an employee chooses to rent a vehicle to travel to an approved destination, the employee will be reimbursed the lesser of common carrier coach rates or round trip map mileage to and from the destination. If a vehicle is rented for multiple attendees, the limit for reimbursement will be the lesser of common carrier coach rates for two employees or round trip map mileage to and from the destination for two employees.

For all automobile rentals (At Destination or Travel to Destination) which involve out-of -state travel, employees must accept and pay for the rental agency's liability insurance. The cost of the rental agency's liability insurance should be included as an expense on the professional leave/expense form. The employee must also provide a copy of their personal automobile liability insurance with their professional leave/expense form.

Employees personal automobile liability insurance will respond in the event of an accident while operating a rental vehicle on District business.

The approval or disapproval level will be at least at the equivalency level of an Executive Director for this type of arrangement. Reasonableness must be documented.

Advance Request for Professional Leave and Travel

The form listed below must be submitted at least thirty days prior to travel. If an employee has not sent in documentation for the advanced funds within thirty days, payroll deduction will be made for the non-documented advance that has not been reimbursed.

- Professional Leave / Expense Form - to be completed and submitted in accordance with the instructions for that form.

Non-travel items will not be included on advances or reimbursed with travel. Registrations and common carrier expenses (to and from the destination) should be paid separately from the travel advance.

No employee will be reimbursed for out-of-district travel unless the required form is submitted and approved in advance by the appropriate District officials. These forms must cover the entire cost of travel, the total days absence requested, be accompanied by the full agenda of the conference or event to be attended, and be delivered for approval. Requests for travel will be completed in a timely manner to avoid registration penalties and to obtain good rates for hotels, airlines, registration, etc. No travel will be paid from any source for which the required form has not been completed and approved.

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

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.

Cross References: 3.20—CERTIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES
8.14— CLASSIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

Date Adopted: August 24, 2017

Last Revised: June 23, 2022

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 (1) year and an acquisition cost of one thousand dollars (\$1,000) or more per unit.

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

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

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

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

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

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

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

General Policy

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

- labeling all commodities;
- establishing adequate controls to account for their location, custody, and security;
- annually auditing the inventory of commodities and updating a listing of such commodities to reconcile the audit with the district’s inventory records. The audit will be documented and account for any transfer and/or disposal of a commodity.
- Disposing of surplus commodities and surplus real property, whether purchased in whole or in part with federal grant funds or with local funds.

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

Disposal of Surplus Commodities

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

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

The Director of Procurement may declare surplus any commodity. Surplus commodities will be periodically sold by the most efficient, cost effective means that is likely to result in sales at or near FMV.

The Director of Procurement may submit a list of surplus commodities to Chief Financial Officer for authorization to sell such surplus commodities. If the Director of Procurement chooses to dispose of the surplus items by bid, the Director of Procurement may set a minimum or reserve price on any item, and may reject all bids. The Director of Procurement is authorized to accept the high bid provided the high bid is at or near FMV without further 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 Director of Procurement, be disposed of as scrap or junk or be donated to appropriate charitable or education related entities. Computer or technology equipment will be cleansed of data prior to disposal.

Disposal of Surplus Real Property

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

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

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

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

1. The school facility, or the property to which the school facility is attached, will be needed by the District to accommodate future growth of the District; or

2. Use of the school facility or other real property by a charter would have a materially negative impact on the overall educational environment of an educational campus located within five hundred feet (500') of the school facility or other real property sought to be leased by the charter.

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

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

If requested or agreed to by the charter, The District may sell the unused or underutilized facility or other real property to the charter for FMV.

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

If the District decides to sell or lease a District facility or other real property that has been identified by the Division as an unused or underutilized school facility to a third party that is not a charter, then the District may not sell or lease the facility until the later of:

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

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

The Superintendent may submit a request to the Board of Directors for authorization to sell surplus real property. Once the Board of Directors has authorized the sale of such surplus real property, the Superintendent or designated individual(s) may sell that surplus real property as the need arises and this policy allows. The Superintendent or designee(s) shall be responsible for getting a determination of the objective FMV of surplus real property⁵. The district will strive to dispose of surplus items at or near their FMV. The real property may be listed for sale with a real estate broker, and the Superintendent or designated individual may contract on behalf of the district to pay the usual and customary sales commission for such transactions, upon sale of the property. If the Superintendent chooses to dispose of the surplus items by bid, the Superintendent or designee(s) may set a minimum or reserve price on any item, and may reject all bids. The Superintendent or designee is authorized to

accept the high bid provided the high bid is at or near FMV without further Board action unless the high bid comes under the jurisdiction of Arkansas ethics legislation, in which case the provisions of A.C.A. §§ 6-24-101–107 would apply.

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

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

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

Disposal of Surplus Real Property After Consolidation

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

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

Trash

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

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. § 6-21-803
 A.C.A. § 6-21-806
 A.C.A. § 6-21-815
 A.C.A. § 6-21-816
 A.C.A. § 6-24-101–107
 2 C.F.R. § 200.311
 2 C.F.R. § 200.313

Date Adopted: August 24, 2017
Last Revised: October 22, 2020

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.

Students who use school-issued cell phones and/or computers for non-school purposes, except as permitted by the District’s Internet/computer use policy, shall be subject to discipline, up to and including suspension or expulsion.

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

Cross References: 3.34—CERTIFIED PERSONNEL CELL PHONE USE
 4.47— POSSESSION AND USE OF CELL PHONES, BEEPERS, ETC.
 8.25— CLASSIFIED PERSONNEL CELL PHONE USE

Legal References: IRC § 132(d)
 IRC § 274(d)
 IRC § 280F(d)(4)
 IRS Publication 15 B

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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:
 - 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 years
- g. Documentation relating to payments or reimbursements made by a vendor on behalf of a board member, administrator, or employee for travel, lodging, food, registration, entertainment, or other expenses – Three (3) years
- h. Employment applications, including applicant lists, applicant interview evaluations, documentation in response to requests for reasons for a failure to be interviewed and/or hired, and hiring determinations - five (5) years
- i. Expenditures made with federal grant monies – governed by the terms of each grant
- j. Video Surveillance Recordings – the timeline established in Policy 4.48—VIDEO SURVEILLANCE AND OTHER STUDENT MONITORING
- k. Emails – The length of time set in the District’s Information Technology Security procedures
- l. Documents filed with the IRS, including those required in Policy 7.23-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.

Cross References

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

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

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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 Arkansas Department of Education (ADE) IT Security standards.

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

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

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

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

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

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

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

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

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;
- 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 (real-time) on all operating servers/workstations.

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

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

Date Adopted: August 24, 2017

Last Revised:

7.17—FOOD SERVICE PREPAYMENT

Meal Charges

The district will provide limited credit students to charge for breakfast and lunch meals. A student will be allowed to charge a maximum of \$15.00 to their account. Students will not be allowed to charge extra sale items.

Meals, extra sale items, or other food and beverage items 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, extra sale items, or other food and beverage items through any of the following methods:

- Submitting cash or check payment at the specific school main office;
- Depositing funds through the District’s online service;

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

- When a student’s balance reaches three dollars (\$3.00)

Unpaid Meal Access

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

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

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

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

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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 procedures² 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

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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 been 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(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

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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 horses (service animals) are permitted for use by individuals with disabilities on district property and in district facilities provided the individuals and their animals meet the requirements and responsibilities covered in this policy.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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
 A.C.A. § 20-14-1001 et seq.

Date Adopted: August 24, 2017
Last Revised: June 22, 2023

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 non-recurring transactions which can be accomplished by a signed authorization or an email authorizing such a disbursement of funds.

Cross Reference: 1.16 —DUTIES OF BOARD DISBURSING OFFICER

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

Date Adopted: August 24, 2017

Last Revised:

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.

Legal Reference: A.C.A. § 25-1-121

Date Adopted: August 24, 2017

Last Revised:

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: August 24, 2017

Last Revised:

7.22F—EVENT SPONSOR AGREEMENT

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

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

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

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

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

Indemnification Agreement

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

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

Sponsor Representative’s Signature Date

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

District Representative’s Signature Date

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

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

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

Health Insurance Enrollment

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

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

District Contribution to Premiums

At a minimum, the District shall distribute the statutorily required 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.

Measurement Method of Employee Hours

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

W-2

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

IRS Returns

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

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.

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: August 24, 2017

Last Revised:

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 and shall **NOT** use the space provided by law for any purpose.

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

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

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Last Revised: