# BUSINESS AND FINANCIAL MANAGEMENT

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**7.1—FISCAL YEAR**

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

Legal Reference: A.C.A. § 6-20-410

Date Adopted: September 24, 2002

Last Revised:

**7.2—ANNUAL OPERATING BUDGET**

The Director shall be responsible for the preparation of the annual operating budget for 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 Business Manager shall present monthly reconciliation reports and a statement on the general financial condition of the school monthly to the Board.

Line item changes may be made to the budget at any time during the fiscal year upon the approval of the Board. Any changes made shall be in accordance with school policy and state law.

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

A.C.A. 6-20-2202

Date Adopted: September 24, 2002

Last Revised: June 27, 2019

**7.4—GRANTS AND SPECIAL FUNDING**

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

Date Adopted: September 24, 2002

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 school 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 school.

“Micro-Purchases” are purchases with a value of less than ten thousand ($10,000) when purchased with Federal funds.

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

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

**Commodities**

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

Purchases of commodities with a purchase price of more than $10,000 require prior Board**3** approval; however, if an emergency exists, the Director may waive this requirement.

The school shall notify in writing all actual or prospective bidders, offerors, or contractors who make a written request to the School 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 school 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 Director 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 school 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 thousand nine hundred ten dollars ($20,910) and all purchases of commodities with an estimated purchase price that equals or exceeds twenty thousand nine hundred ten dollars ($20,910) shall be procured by soliciting bids. Specifications shall be devised for all commodities to be bid that are specific enough to ensure uniformity of the bid and yet not so restrictive that it would prevent competitive bidding. The bid specifications shall not include the name or identity of any specific vendor. The Board reserves the right to reject all bids and to purchase the commodity by negotiating a contract. In such an instance, each responsible bidder who submitted a bid shall be notified and given a reasonable opportunity to negotiate.

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

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

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

1. One (1) or more Arkansas residents who submitted bids made written claim for a preference at the time they submitted a bid; and
2. 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 School shall take the lowest bid from an Arkansas resident regardless of whether the Arkansas resident was one of the individuals who requested the preference.

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

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

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

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

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

1. Purchase is from a motor vehicle dealer licensed in Arkansas;
2. Purchase price of the motor vehicle does not exceed the fleet price awarded by the Office of State Procurement; and
3. 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 Director if they believe the school failed to follow 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 school office, “attention to the Director” within seven (7) calendar days following the initial and revocable award of the contract.

If the school 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 reopened;
* that if the bidding is re-opened, changes will be made to the request for bids as necessary to satisfy the reasons for upholding the appeal.

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

Except when prohibited by law,the school 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 school does not use a bidding process when procuring professional services. Instead, when the school needs to procure professional services, the school 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;

1. Negotiate a contract for the project with the most qualified firm.

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

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

Legal References: A.C.A. § 6-21-301, 303, 304, 305, 306, 307

A.C.A. § 6-24-101 et seq.

A.C.A. § 15-4-1301 et seq.

A.C.A. § 18-44-503

A.C.A. § 19-11-259

A.C.A. § 19-11-801 et seq.

2 C.F.R. § 200.67

2 C.F.R. § 200.319

2 C.F.R. § 200.320

2 C.F.R. § 200.321

2 C.F.R. § 200.324

48 C.F.R. § 2.101

Date Adopted: September 24, 2002

Last Revised: June 27, 2019

**7.5F – COMMODITIES BIDDER AFFIDAVIT**

IMBODEN AREA CHARTER SCHOOL

LAWRENCE 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.

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

Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

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

Notary Public”

**7.6—ACTIVITY ACCOUNT**

The school 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 Director shall be the custodian of all activity funds and shall be responsible and accountable for the funds. The Director may appoint a co-custodian in the school 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: September 24, 2002

Last Revised: June 27, 2019

**7.7—CASH IN CLASSROOMS**

No cash or checks are to be left in any classroom overnight. Staff, other than the school 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 Director.

Date Adopted: September 24, 2002

Last Revised: July 19, 2011

**7.8—PERSONAL PROPERTY**

To avoid confusion and the potential for misunderstandings, school 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 school assumes no responsibility for damage to, or the loss of, personal property brought to school facilities by school staff.

Date Adopted: September 24, 2002

Last Revised:

**7.9—PROPERTY INSURANCE**

The Director shall be responsible, with approval of the Board, for maintaining adequate insurance coverage for all school properties. At a minimum, the school 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: September 24, 2002

Last Revised: July 19, 2011

**7.10—PUBLIC USE OF SCHOOL BUILDINGS**

It is the policy of the Board that school buildings may be used by citizens of the school 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 school against the potential costs of such use. The Director shall be responsible, with Board approval, for establishing procedures governing such use of school buildings. The governing procedures shall be viewpoint neutral. The Director 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 fee for use of the school by organizations that are not affiliated with the school will be $40.00 per hour.

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.

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: September 24, 2002

Last Revised: March 27, 2018

**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 school 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 the Director, 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 school funds to support any ballot measure shall be immediately suspended, and recommended for termination by the Director.

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.

School employees and members of the Board of Directors may incur incidental expenditure of school 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.

School funds may be used to disseminate public information at a public speaking engagement. The incidental use of school 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: September 24, 2002

Last Revised: August 20, 2013

**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 school employees and/or members of the Board of Directors on behalf of the school. 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 school pay initial conference and professional development registration fees and associated necessary materials. In the occasional circumstances where this is not practical, the school shall reimburse the employee for such fees if they were authorized in advance and are supported with proper receipts.

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

Meals may be reimbursed for travel which necessitates an overnight stay when submitted according to the dictates of this policy. Reimbursement shall be prorated based on the percent of a day the employee is away on travel. For example, if an employee returns from his/her travel in the afternoon, he/she is only eligible for reimbursement for breakfast and lunch expenditures. Meals shall be reimbursed for the actual expense up to the IRS per diem limits. Except as otherwise specified by this policy, meals are only reimbursable in conjunction with travel requiring an overnight stay.

Meal expenses incurred by the Director as necessary, in the performance of his/her 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 school.

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 the Director in arranging travel plans to help keep expenses to a minimum.

**Expenses not covered**

The school shall not reimburse the following items/categories of expenses.

* Alcoholic beverages;
* Entertainment expenses – including sports or sporting events; pay per view or game expenses at motels;
* Replacement due to loss or theft;
* Discretionary expenses for items such as clothing or gifts;
* Medical expenses incurred while on route to or from or at the destination of the reason for the travel;
* Optional or supplementary insurance obtained by the employee for the period covered during the travel; and
* Tips, other than those required by the source of the expense, e.g. a restaurant which adds a tip to the bill for all groups of six or more.

**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 school 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 school assumes no responsibility for the payment of any personal credit card charges incurred by a school 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 school shall not reimburse for any kind of rental car supplemental insurance.

Cross References:  3.20—CERTIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

8.14— CLASSIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

Date Adopted: August 19, 2003

Last Revised: August 20, 2013

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 School, 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 School’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 Director 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 and consistent with good business principles.

**Disposal of Surplus Commodities**

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

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

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

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

If attempts at public sales fail to produce any interested buyers or bidders, such remaining unsold commodities may then, at the discretion of the Director, 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 School and thus meets this policy’s definition of surplus real property.

By February 1 of each year, the School 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 School and the unused or underutilized school facilities, if any, that are designated in the School’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 School facility or School real property as being unused or underutilized, the School may appeal the Divisions determination to the Commission for Public School Academic Facilities and Transportation (Commission).

The School shall make unused or underutilized public school facilities available for leasefor no more than FMV to any open-enrollment public charter school (charter) located within the School’s geographic boundaries that makes a request under the charter’s statutory right of access unless the School 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 School to accommodate future growth of the School; 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 School and a charter shall provide that the lease shall be cancelled and be of no effect if the charter:

1. 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;
2. Closes, has its charter revoked, or has its charter application denied by the charter authorizer; or
3. 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 School may sell the unused or underutilized facility or other real property to the charter for FMV.

If the School decides to sell, lease, or otherwise transfer ownership of a School facility, a charter located within the School’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 School last used the school facility or other real property as an academic facility.

If the School decides to sell or lease a School 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 School 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 School facility or other real property has been identified by the division as an unused or underutilized public school facility if the School 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 School’s facilities master plan.

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

The Director 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 Director may sell that surplus real property as the need arises and this policy allows. The Director shall be responsible for getting a determination of the objective FMV of surplus real property. The School 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 Director 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 Director chooses to dispose of the surplus items by bid, the Director may set a minimum or reserve price on any item, and may reject all bids. The Director 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 Director 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 School may not make a part of the disposal of School real property a covenant that prohibits the sale or lease of former School facilities or other real property to a charter that is located within the School’s geographic boundaries.

**Trash**

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

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: March 16, 2010

Last Revised: June 27, 2017

**7.14 – USE OF SCHOOL 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 phone and/or computer for non-school purposes, except as permitted by the school policy, shall be subject to discipline, up to and including termination. School employees may be issued school 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 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:

* Suspension for students; and
* Termination for employees.

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 AND

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: February 20, 2007

Last Revised: June 27, 2019

**7.15 – RECORD RETENTION AND DESTRUCTION**

It is necessary to maintain school 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 Director shall ensure that all staff receive appropriate training to understand this policy. Staff shall also understand the possible ramifications to the school 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 school.

"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 school 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 school property,2 the safety of the school’s 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 school 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 school that involves the Director, board member, or employee.

The Director shall be responsible for establishing a schedule for the routine destruction of school records that accommodates the needs of the school. 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 Director 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.

1. Board of Education Minutes – forever
2. Personnel files – forever
3. Student files – until the student receives a high school diploma or its equivalent, or is beyond the age of compulsory school attendance
4. Student records of attendance/graduation – forever
5. Financial Records – five (5) years
6. 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 school employees - thirteen years
7. Documentation relating to payments or reimbursements made by a vendor on behalf of a board member, the Director, or employee for travel, lodging, food, registration, entertainment, or other expenses – Three (3) years
8. 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
9. Expenditures made with federal grant monies – governed by the terms of each grant
10. Video Surveillance Recordings – the timeline established in Policy 4.48—VIDEO SURVEILLANCE
11. Emails – whatever the school’s policy is on this subject
12. Documents filed with the IRS, including those required in Policy 7.23‑Health Care Coverage and the Affordable Care Act – four (4) years
13. Statewide assessment security agreement – Three (3) years

The Director shall be responsible for determining when there is a need to interrupt the routine destruction of records.When the Director 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 Director has authorized their destruction. Employee training on the school’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 Director prior to destroying such records.

The records’ storage system devised by the Director shall be organized in a manner that enables the efficient retrieval of data and documents. The school 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 school’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

Policy 3.19—LICENSED PERSONNEL EMPLOYMENT

4.48—VIDEO SURVEILLANCE AND OTHER STUDENT

MONITORING

Policy 7.16—INFORMATION TECHNOLOGY SECURITY

Policy 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. § 21-3-302, 303

A.C.A. § 25-19-106

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

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

45

Date Adopted: July 15, 2008

Last Revised: June 27, 2019

**7.16—INFORMATION TECHNOLOGY SECURITY**

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

1. Overseeing the School-wide IT security system;
2. Development of School IT policies and procedures;
3. Development and leading of employee training on the IT Security requirements;
4. 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 Director, and school management appointed by the Director to develop a School 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 School 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 School employees having access to sensitive information shall receive annual IT security training, which shall emphasize the employee’s personal responsibility for protecting student and employee information.

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

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

All equipment that contains sensitive information shall be secured to deter theft. No sensitive data shall be retained on laptops and/or remote devices (home computer, thumbdrives, cellphones, CDs, etc.) unless it is encrypted in accordance with the Arkansas State Security Office’s Best Practices.

Server rooms and telecommunication rooms/closets shall be protected by appropriate access control. The rooms shall be segregated from general school or School 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 (School) resources and external, untrusted (internet) entities. All network transmission of sensitive data shall enforce encryption where technologically feasible.

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

1. 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.
2. All public facing (internet) servers and workstations segmented on a demilitarized zone (DMZ) that keeps them separate from the internal School network. Segmentation shall be through a hardware firewall.

All wireless access shall require authentication. The SCHOOL 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 School internal network shall be achieved using encryption. Appropriate WARNING BANNERS shall be implemented for all access points to the School 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 School 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:

1. Planning, requirements, and design;
2. User acceptance testing (UAT);
3. Code reviews; and
4. 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 School shall develop and maintain an incident response plan to be used in the event of system compromise that shall include:

1. Emergency contacts;
2. Incident containment procedures; and
3. Incident response and escalation procedures.

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

The school-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:

1. File/print servers;
2. Workstations;
3. Email servers;
4. Web servers; and
5. Application and database servers.

Malicious software protection shall include:

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

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

Legal References: Commissioner’s Memo RT-15-010

A.C.A. § 4-110-101 et seq.

Date Adopted: March 30, 2009

Last Revised: June 27, 2019

**7.17—FOOD SERVICE PREPAYMENT**

**Meal Charges**

The school does not provide credit for students to charge for meals in the school food service areas. Meals may be purchased by either providing payment for the items at the time of receipt or by having a prepaid account with the School that may be charged for the items. Parents, or students choosing to do so, may pay in advance for meals by submitting cash or check payment at the school office;

A student’s parents will be contacted by authorized School personnel regarding a student’s prepaid account balance when the student’s balance is nearing zero.

**Unpaid Meal Access**

In accordance with Arkansas law, the School allows students whose accounts do not have enough funds to purchase a meal to receive an upaid reimbursable meal at no charge. The School 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

Date Adopted: August 3, 2009

Last Revised: June 27, 2019

7.18 – DISPOSAL OF NON-NEGOTIATED CHECKS OR UNCLAIMED PROPERTY

State law specifies how the school is to dispose of retained funds in the form of issued but non-negotiated checks that have been not been presented for payment within one calendar year. The school 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 school shall make a good faith effort to return physical items that have been left on school property to their rightful owners. When contact information is known for the owner of an item of a non-perishable nature left at the school, the school shall use the information to attempt to contact the owner to inform him/her of the location of the item. Owners of such items shall be given at least three weeks to pick up the item he/she left at the school. If the owner fails to pick up the item within the time allotted, the school may dispose of the item in a manner of its choosing.

The school is under no obligation to retain an abandoned, perishable item left on school 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

Date Adopted: March 16, 2010

Last Revised:

7.19—SERVICE ANIMALS IN SCHOOL FACILITIES

In accordance with the provisions of the Americans with Disabilities Act, service dogs and trained miniature horses (hereinafter referred to as *service animals*) are permitted for use by individuals with disabilities on school property and in school 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 school facility, the school is entitled to ask the individual:

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

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

Any service animal brought into a school 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 bepermitted to be accompanied by theirservice animals in all areas of a publicentity’s facilities where members of thepublic, participants in services,programs or activities, or invitees, asrelevant, 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.

School 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; or

(2) The animal is not housebroken.

(3) Making reasonable accommodations for the service animal’s presence would fundamentally alter the nature of the service, program, or activity.

If the school excludes a service animal due to the reasons listed above, the school 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 school and its staff are not responsible for the care or supervision of a service animal brought onto school property or into school 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 school 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

Date Adopted: March 15, 2011

Last Revised: June 27, 2019

7.19.1—THERAPY ANIMALS

**Definitions**

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

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

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

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

The Director may reject the proposal if:

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

If the Director approves the proposal, Director shall submit written approval for an individual documented therapy animal or for a therapy animal service before the individual animal or an animal provided by the therapy animal service may be present on the School campus.

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

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

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

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

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

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

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

Cross Reference: 7.19—SERVICE ANIMALS

Date Adopted: March 27, 2018

Last Revised:

7.20—ELECTRONIC FUND TRANSFERS

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

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

The school 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 school 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 References: A.C.A. § 6-13-701(e)

Commissioner's Memo Com-12-036

Date Adopted: March 15, 2011

Last Revised:

**7.23—HEALTH CARE COVERAGE AND THE AFFORDABLE CARE ACT**

**Definitions**

“Dependant”, for purposes of this policy, means an employee’s child(ren) and/or spouse who are enrolled by the employee in health care coverage through the School’s health care plans.

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

1. Who contracts with the School 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 School; or
3. Who contracts with the School to operate a school bus and is designated by the Director 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:

1. In a position**1** requiring on average thirty (30) hours of actual performance per week during the annual school year; or
2. 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 School’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 School 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 School 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 School 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. In accordance with the State Health Insurance Portability Rules (SHIP), the School 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 School so long as the employee:

1. Completes his/her contract with the School;
2. Provides the School with notice that the employee is transferring to another district by no later than the Friday following the last student contact day;
3. Provides the School 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 School business office the employee’s portion of the premium by the 15th of both July and August.

**Measurement Method of Employee Hours**

The School uses the monthly measurement method for determining if an employee qualifies as a full-time employee.

**W-2**

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

**Statement of Return**

The School shall send to each full-time employee a Statement of Return (Statement) regarding the IRS Return filed on the employee. The Statement shall contain: The School’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 School shall send only one Statement to the household of an employee who meets the definition of a responsible individual that will include all requisite information for both the responsible individual and the responsible individual’s dependant’(s). The Statement will be mailed to the employee’s address on record.

**Record Retention**

The School 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: May 19, 2015

Last Revised: June 27, 2019

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 school has chosen to use the legally provided space on school buses for purchased advertising space and to place any items created by the school’s information office.

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

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

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

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

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

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

1. Federal laws and regulations or state laws and rules;
2. Commissioner’s memos;
3. The First Amendment;
4. Board policy;
5. The school’s mission, goals, standards, and curriculum; or
6. Any content the school determines has a reasonable likelihood of exposing the school to controversy, litigation, or disruption.

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

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

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

Approved advertisements may be placed:

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

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

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

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

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

Cross References: 5.29--WELLNESS POLICY

6.9—MEDIA RELATIONS AND NEWS RELEASES

7.5—PURCHASES AND PROCUREMENT

Legal References: A.C.A. § 6-19-129

A.C.A. § 7-1-111

Commission for Arkansas Public School Academic Facilities and

Transportation Rules Governing Advertising on School

Buses

7 C.F.R. § 210.31

Date Adopted: June 28, 2016

Last Revised: June 27, 2019