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**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: April 27, 2015

Last Revised:

## **7.2—ANNUAL OPERATING BUDGET**

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

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

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

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

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

Date Adopted:         April 27, 2015

### **7.3—MILLAGE RATE**

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

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

Date Adopted:         April 27, 2015  
Last Revised:         May 18, 2020

## **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.

Date Adopted: April 27, 2015

Last Revised:

## 7.5—PURCHASES AND PROCUREMENT

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

### DEFINITIONS

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

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

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

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

### Commodities

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

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

The district shall notify in writing all actual or prospective bidders, offerors, or contractors who make a written request to the district for notification of opportunities to bid. The notification shall be made in sufficient time to allow actual or prospective bidders, offerors, or contractors to submit a bid or other appropriate response.<sup>4</sup> The board shall accept bids submitted electronically by email or fax for any and all district purchases, unless specified to be submitted by other means or methods, and except those bids which have been specified to have a designated date upon which the bids shall be opened. The superintendent shall be responsible for ensuring submitted bids, whether written, faxed, or emailed, are retained in accordance with policy 7.15—RECORD RETENTION AND DESTRUCTION.

The district will not solicit bids or otherwise contract for a sum greater than twenty-five thousand dollars (\$25,000) with vendors that are on the “excluded parties list” if the contract is to be paid from federal funds.<sup>5</sup>

All purchases for a Federal program with an estimated purchase price between ten thousand dollars (\$10,000) and twenty-one thousand six hundred four dollars (\$21,604) and all purchases of commodities with an estimated purchase price that equals or exceeds twenty-one thousand six hundred four dollars (\$21,604) shall be procured by soliciting bids. Specifications shall be devised for all commodities to be bid that are specific enough to ensure uniformity of the bid and yet not so restrictive that it would prevent competitive bidding. The bid specifications shall not include the name or identity of any specific vendor. The Board reserves the right to

reject all bids and to purchase the commodity by negotiating a contract. In such an instance, each responsible bidder who submitted a bid shall be notified and given a reasonable opportunity to negotiate.

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

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

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

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

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

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

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

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

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

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

- a. Purchase is from a motor vehicle dealer licensed in Arkansas;
- b. Purchase price of the motor vehicle does not exceed the fleet price awarded by the Office of State Procurement; and



- c. Motor vehicle to be purchased is the same make and model motor vehicle as the make and model the fleet price was awarded for by the Office of State Procurement.

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

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

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

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

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

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

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

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

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

### **Professional Services**

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

1. Select three (3) qualified firms;
2. Determine the most qualified firm by considering, at a minimum, the:

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

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

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

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

Date Adopted:           April 27, 2015  
 Last Revised:           July 17, 2017  
 Last Revised:           September 24, 2018  
 Last Revised:           January 28, 2019  
 Last Revised:           May 28, 2019  
 Last Revised:           December 16, 2019  
 Last Revised:           September 28, 2020  
 Last Revised:           November 15, 2021

**7.5F1—COMMODITIES BIDDER AFFIDAVIT**

NAME OF SCHOOL DISTRICT

NAME OF COUNTY

I, \_\_\_\_\_, hereby state:

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Notary Public

**7.5F2— FOOD SERVICE COMMODITIES BIDDER AFFIDAVIT**

NAME OF SCHOOL DISTRICT NAME OF COUNTY

I, \_\_\_\_\_, hereby state:

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Notary Public

## **7.6—ACTIVITY ACCOUNT**

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

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

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

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

Date Adopted:           April 27, 2015  
Last Revised:

## **7.7—CASH IN CLASSROOMS**

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

Date Adopted: April 27, 2015

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: April 27, 2015

Last Revised:

## **7.9—PROPERTY INSURANCE**

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

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

Date Adopted:         April 27, 2015

Last Revised:



## 7.10—PUBLIC USE OF FACILITIES

Although the Board of Education recognizes that the primary purpose of district facilities is to implement instructional programs, the district allows organizations to use district facilities who abide by the subsequently stated conditions.

Conditions:

1. Facility use requests must be submitted at least thirty days in advance. All requests shall be made by submitting the *Use of Facilities Request Form* to the superintendent.
2. All sales of merchandise, advertising, printed matter and other materials are prohibited on district property unless permission of the superintendent or his designee is granted in advance.
3. No use of school facilities will be approved for the purpose of advancing any doctrine or theory subversive to State or Federal laws.
4. Organizations using district facilities assume full and complete responsibility for the conduct of all persons, regardless of age, associated with the use of the facility while they are in or about the facility. Use or possession of firearms, controlled substances, alcoholic beverages, smoking or the use of tobacco or products containing tobacco in any form is prohibited on district property.
5. The district reserves the right to reject any request for use of facilities.
6. Failure to strictly adhere to district practices regarding the use of facilities may result in the discontinued use of Charleston School District facilities.
7. The Requester shall be responsible for the costs of any damage to contents and/or district facilities.

### Deposit for Profit and Non-Profit Organizations:

Level One—\$100

- Facility is used for one event/activity **and/or**
- Event/activity supports students that attend school in the Charleston School District

Level Two—\$250

- Facility is used on multiple events/activities **and/or**
- Events/activities support students that attend school in the Charleston School District

Level Three—\$500

- Facility is used for one event/activity **and/or**
- Event/activity does not support students that attend the Charleston School District

Level Four—\$1000

- Facility is used for multiple events **and/or**
- Events/activities do not support students that attend school in the Charleston School District

### **Deposit Payment:**

The deposit must be paid within three business days of the superintendent's approval of the request for Use of Facilities. A separate check for the deposit should be made payable to the Charleston School District.

### **Conditions of Deposit Refund:**

Keys must be returned. For security purposes, copying of keys is strictly prohibited.

The Requester shall be responsible for normal custodial services and trash removal after the event/activity. If the Requester does not perform normal custodial services, cleaning costs will be deducted from the deposit at the rate of \$18 per hour.

The Requester shall be responsible for any damage to contents and/or district facilities.

The district shall retain all or portions of the deposit if the Requester fails to strictly adhere to Use of Facilities Policy. A copy of the policy shall be provided to the Requester.

Non-refundable fees are for consecutive hours with rates applying to all times facilities are in use including setup. Level One and Level Two Profit and Non-Profit Organizations requesting use of facilities for more than five hours must opt for Level Three or Level Four and shall be charged the applicable level of deposit and an hourly rate with minimum as stated.

### **Non-Refundable Fee for Non-Profit Organizations:**

Level One—\$50 (maximum of 5 hours)

- Facility is used for one event/activity **and/or**
- Event/activity supports students that attend school in the Charleston School District

Level Two—\$125 (maximum of 5 hours)

- Facility is used on multiple events/activities **and/or**
- Events/activities support students that attend school in the Charleston School District

Level Three—\$100 per hour (2 hour minimum)

- Facility is used for one event/activity **and/or**
- Event/activity does not support students that attend the Charleston School District

Level Four—\$100 per hour (4 hour minimum)

- Facility is used for multiple events **and/or**
- Events/activities do not support students that attend school in the Charleston School District

### **Non-Refundable Fee for Profit Organizations:**

Level One—\$100 (maximum of 5 hours)

- Facility is used for one event/activity **and/or**
- Event/activity supports students that attend school in the Charleston School District

Level Two—\$250 (maximum of 5 hours)

- Facility is used on multiple events/activities **and/or**
- Events/activities support students that attend school in the Charleston School District

Level Three—\$125 per hour (2 hour minimum)

- Facility is used for one event/activity **and/or**
- Event/activity does not support students that attend the Charleston School District

Level Four—\$125 per hour (4 hour minimum)

- Facility is used for multiple events **and/or**
- Events/activities do not support students that attend school in the Charleston School District

### **Cafeteria Employee Charge:**

In addition to the Use of Facility Fee, organizations using the cafeteria are required to retain a minimum of one (1) food service employee of the Charleston School District at the rate of \$18 per hour. Larger events/activities may require more than one food service employee. The superintendent shall determine the number of employees and hours required.

### **District Employee Charge:**

The district reserves the right to require a school employee(s) to be present during any use of facilities. The charge is \$18 per hour.

### **Payment:**

The total due must be paid in full within three business days of the superintendent's approval of the request for Use of Facilities. A separate check for the fee, cafeteria employee charge, and/or district employee charge, if applicable, must be made payable to the Charleston School District.

### **Cancellation of Event/Activity:**

The non-refundable fee and employee charge will be returned to the Requester only in the event that notice of cancellation is provided to the superintendent at least 3 business days prior to the approved scheduled use of facilities.

### **Waiver of Fee and Cafeteria Charge:**

The superintendent or designee may waive the fee and/or cafeteria charge if he/she deems the event/activity supports curricular or extracurricular educational objectives of the Charleston School District.

## **JOINT USE OF DISTRICT AND CITY FACILITIES**

In order to provide for more efficient use of public resources and increase access to needed services, the Charleston School District may enter into joint use agreements with local governmental agencies, postsecondary institutions, and/or community organizations to make school grounds or facilities available for public use or to use community facilities for school

programs. Such agreements shall be based on an assessment of student and community needs and may be designed to increase access to spaces for physical activity, recreation, library services, school health centers, before or after school programs, or other programs that benefit students and the community.

State Code Sections 6-21-101, 6-21-501/505, and 14-54-1301/1307 authorize and encourage school districts and cities to enter into collaborative agreements to promote the health and general welfare of the community and to organize and conduct programs to enhance the recreational activities afforded to children and adults. When it is determined that the joint use of facilities is in the best interest of the District and the community, the Superintendent shall identify potential agencies or organizations to partner with the district in such agreements. He/she shall also establish planning processes that involve those partners, appropriate district and school staff, and involve community members in establishing goals and priorities for joint use, determining locations where programs or facilities are most needed, and establishing protocols for ongoing communication and coordination among partners. A detailed written joint use agreement shall be developed among the Superintendent, or designee, and the partners that delineates the terms and conditions for joint use and the responsibilities of all participating parties. Such an agreement may address the following:

- Priorities for use of the property
- Hours available for use by the partners or other parties
- Projected operating costs
- Resource allocations of each partner, including provisions of materials and equipment
- Responsibilities for management, scheduling, maintenance, on-site supervision as needed and other operations
- Access to facilities, including access to restroom facilities or provisions of portable facilities as needed
- Safety and security measures
- Liability, insurance, and risk management issues
- Fees, if any, for facility use and the party responsible for payment thereof
- Provision for regular inspection and notification of damage as well as restitution and repair of property
- Procedures for consent to make alterations, additions, or improvements to property.
- Duration of the agreement and the bases for cancelling or terminating the agreement before the expiration date
- Process for resolving disputes regarding any aspects of the agreement

Whenever district property will be used for joint use activities, such activities shall be scheduled during non-school hours and shall not interfere with the educational program.

Whenever organized groups, such as sports leagues, use district property, the Superintendent, or designee, shall ensure that such groups maintain proper insurance.

The Superintendent, or designee, shall provide regular reports to the Board, program partners, and the public outlining progress toward project goals, including, but not

limited to, levels of participation in joint use programs held at school or the community facilities, feedback from program participants, and any reports of damage to property or harm to individuals resulting from the joint use. As needed, the Superintendent, or designee, shall recommend amendments to the joint use agreement.

The District shall not enter into any joint use agreement that is not in compliance with Federal, state, or local law. A joint use agreement shall not become effective until agreed upon and signed by all participating parties.

## **PLACEMENTS OF MONUMENTS/MEMORIALS**

The purpose of this policy is to identify the district's position on the placement of monuments/memorials, provide an approval process, and provide criteria for evaluating the appropriateness of commemorative works. Placement of monuments/memorials not originating within the district's administration must have prior approval of the Charleston Board of Education.

It is the policy of the district to prohibit the placement of monuments, memorials, or commemorative works not originating within the district administration on its lands and the naming of structure enhancements unless these devices serve to highlight and advance the mission, goals, and objectives of the district.

### **Scope**

This policy is applicable to all lands and buildings owned or controlled by the district. Monuments/memorials shall include but are not limited to the following categories of commemorative devices:

- Living Memorials are represented by individual trees, groves, gardens, or any planted landscape.
- Lasting Memorials are represented by benches, picnic tables, sculptures and other enhancements.
- Structures are represented by the dedication of a permanent structure such as a picnic pavilion. Also includes commemorative works within structures, such as displays, exhibits, statues, or plaques.
- Commemorative works are represented by exhibits, displays, and plaques/signs usually within structures.

### **Approval Process**

Proposals for monuments/memorials not originating within the district administration must be submitted in writing to the superintendent. Upon receipt of written request, the Charleston Board of Education shall evaluate the criteria for monuments/memorials.

### **Criteria**

The criteria evaluated will include but is not limited to the memorial's/monument's significance, the relationship to the district's mission, and the memorial's/monument's ability to blend with the natural surroundings.

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:         April 27, 2015

**7.10F—USE OF FACILITIES**

**REQUESTER’S NAME OR ORGANIZATION:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_ **FAX NUMBER:** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_

**BUILDING REQUESTED:** \_\_\_\_\_ **ROOM#:** \_\_\_\_\_

**PURPOSE (attach page if necessary):** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **TIME FRAME:** \_\_\_\_\_

**ESTIMATED NUMBER USING FACILITY:** \_\_\_\_\_

**DEPOSIT (MAKE CHECK PAYABLE TO THE CHARLESTON SCHOOL DISTRICT)**

- Level One Deposit —\$100
- Level Two Deposit —\$250
- Level Three Deposit —\$500
- Level Four Deposit —\$1000

\*\*\*\*\*  
\*\*\*\*\*

**A deposit will be required for Use of Facilities. The deposit may be retained for failure to return keys, failure to provide normal custodial services, and/or damage to contents or facilities. By my signature below, I certify that I have received a copy of the district’s Use of Facilities Policy, and I agree to abide by its terms. I further understand that I, Requester, am responsible for any damage costs that may exceed the deposit.**

**REQUESTER’S**

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**NON-REFUNDABLE FEE FOR NON-PROFIT AND PROFIT ORGANIZATIONS (MAKE CHECK PAYABLE TO THE CHARLESTON SCHOOL DISTRICT)**

- |   |   |
|---|---|
| ▪ Level One Non-Profit Fee —\$50 maximum of 5 hours         | Level One Profit Fee —\$100 maximum of 5 hours        |
| ▪ Level Two Non-Profit Fee —\$125 maximum of 5 hours        | Level Two Profit Fee —\$250 maximum of 5 hours        |
| ▪ Level Three Non-Profit Fee —\$100 per hour-2 hour minimum | Level Three Profit Fee —\$125 per hour-2 hour minimum |
| ▪ Level Four Non-Profit Fee —\$100 per hour-4 hour minimum  | Level Four Profit Fee —\$125 per hour-4 hour minimum  |

- A school employee must be present if the cafeteria is used. The charge for a cafeteria employee is \$18 per hour. Larger functions may require more than one employee.
- The district reserves the right to require a school employee(s) to be present during any facility use. The charge is \$18 per hour.
- The superintendent or designee may waive the use fee if he/she deems the event/activity supports curricular or extracurricular educational objectives.

**REQUEST APPROVED**     **REQUEST DENIED** \_\_\_\_\_  
**SUPERINTENDENT'S SIGNATURE**

**DATE**

Deposit \$ \_\_\_\_\_ + Non-Refundable Fee \_\_\_\_\_ + Employee(s) Charge (\$18.00 x \_\_\_\_\_ hours)  
 = \$ \_\_\_\_\_

\$ \_\_\_\_\_  
 Total Due

\$ \_\_\_\_\_  
 Total Paid

\_\_\_\_\_  
 Date

\$ \_\_\_\_\_  
 Deposit returned

\$ \_\_\_\_\_  
 Deposit retained

\_\_\_\_\_  
**SUPERINTENDENT'S SIGNATURE**

**Note: A letter of explanation will be mailed to the Requester if the deposit or a portion of the deposit is retained by the district.**



## **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 which is renting a school facility for a political purpose.

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:           April 27, 2015  
Last Revised:

## 7.12—EXPENSE REIMBURSEMENT

The requirements of this policy shall govern reimbursement for expenses related to travel and/or attendance at conferences and professional development activities incurred by district employees and/or members of the Board of Directors on behalf of the district. Employees are only eligible for reimbursement for travel expenses of travel which has been approved in advance. Original **itemized** receipts, **excluding meals**, 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, **items purchased**, 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.

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

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

### Reimbursable Expenses

Mileage that is driven for a district sanctioned purpose in an employee's personal vehicle shall be reimbursed provided appropriate documentation is submitted establishing the date and time, place, and purpose of the travel. Mileage shall be reimbursed **.04 cents below** the current rate authorized by the IRS and shall be based on the shortest, most reasonable, route available.

### Meals shall be reimbursed for travel as follows:

1. Meals per diem will be allowed while on school business (when three meals are necessary). The employee's immediate supervisor will determine how many meals were necessary by using the following guidelines:
  - No overnight stay—one meal reimbursement
  - One night lodging—Four meals reimbursement
  - Two nights lodging—Seven meals reimbursement
2. Maximum allocations for single meals will be:
  - Breakfast----- \$ 8.00
  - Lunch----- \$ 10.00
  - Dinner----- \$ 12.00
3. A receipt for meals will not be necessary when submitting on reimbursement request.

Tips are not allowed if an employee is reimbursed using a "per diem" plan.

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.

**Lodging shall be reimbursed as follows:**

1. Lodging shall be at the lowest available rate for suitable accommodations.
2. Personal expenses for room service, personal telephone use, in-room movies or other similar charges shall not be submitted for reimbursement.
3. Expenses associated with spouses, children, and others are not approvable.
4. Lodging will be reimbursed for actual expenses incurred when an itemized receipt from the hotel is submitted along with the expense reimbursement request.
5. When two or more employees attend the same meeting, lodging should be shared when feasible.

**Credit Cards**

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

**Airport Associated Expenses**

Receipts for airport associated expenses are required for reimbursement. All airline flights shall be by coach/economy class. Upon arrival at their destination, employees are expected to take the less expensive option between a taxi and an airport shuttle service to his/her hotel or meeting site. When circumstances dictate that a rental car is necessary and/or the most economical approach to the travel requirements, the least expensive car that will accomplish the job should be rented.

**Expenses not covered**

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

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

Reimbursements for expenses (hotel or food) are **not** taxable income so long as they are not “lavish.”

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

Date Adopted: April 27, 2015

Last Revised:

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

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

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

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

### **Disposal of Surplus Real Property**

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

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

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

The District shall make unused or underutilized public school facilities available for lease for no more than FMV to any open-enrollment public charter school (charter) located within the District's geographic boundaries

that makes a request under the charter's statutory right of access unless the District makes an affirmative showing by a preponderance of the evidence to the Commission that:

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

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

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

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

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

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

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

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

The Superintendent may submit a request to the Board of Directors for authorization to sell surplus real property. Once the Board of Directors has authorized the sale of such surplus real property, the Superintendent or designated individual(s) may sell that surplus real property as the need arises and this policy allows. The Superintendent or designee(s) shall be responsible for getting a determination of the objective FMV of surplus real property. The district will strive to dispose of surplus items at or near their FMV. The real property may be

listed for sale with a real estate broker, and the Superintendent or designated individual may contract on behalf of the district to pay the usual and customary sales commission for such transactions, upon sale of the property. If the Superintendent chooses to dispose of the surplus items by bid, the Superintendent or designee(s) may set a minimum or reserve price on any item, and may reject all bids. The Superintendent or designee is authorized to accept the high bid<sup>7</sup> 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:	April 27, 2015
Last Revised:	April 25, 2016
Last Revised:	July 17, 2017

## **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 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.

The district has the option of supplying the phone directly to the employee or reimbursing the employee for the cost of his/her personal phone that is used for both District and personal purposes. Any such reimbursement can only be for the specific employee and not any other individuals associated with that employee’s cell phone plan.

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

Date Adopted:            April 27, 2015  
Last Revised:             December 16, 2019

## 7.15—RECORD RETENTION AND DESTRUCTION

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

### Definitions

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

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

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

- Any kind of correspondence;
- Calendars;
- Computer files and documents (which may include drafts);
- Telephone logs;
- Expense records;
- Audio or video recordings that are created for the purpose of monitoring the security of District property, the safety of District students, or open public meetings;
- Documentation related to transactions or contracts for:
  - 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
- s. Records required by the District’s sexual harassment policies – seven (7) 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  
4.48—VIDEO SURVEILLANCE AND OTHER STUDENT MONITORING  
7.16—INFORMATION TECHNOLOGY SECURITY  
7.18—DISPOSAL OF NON-NEGOTIATED CHECKS OR UNCLAIMED PROPERTY  
8.13—CLASSIFIED EMPLOYMENT

Legal References:

A.C.A. § 5-1-102  
A.C.A. § 5-1-109(c)(2), (g)  
A.C.A. § 6-13-619  
A.C.A. § 6-17-104  
A.C.A. § 6-17-2301  
A.C.A. § 6-18-901  
A.C.A. § 6-24-102(8)(15)  
A.C.A. § 6-24-105(d)  
A.C.A. § 6-24-106(c)(6)  
A.C.A. § 6-24-107(c)  
A.C.A. § 6-24-115  
A.C.A. § 18-28-211  
A.C.A. § 21-3-302, 303  
A.C.A. § 25-19-106  
A.C.A. § 27-23-207  
DESE Rules Governing Ethical Guidelines and Prohibitions for Educational Administrators, Employees, Board Members, and Other Parties  
DESE Rules Governing the Arkansas Educational Support and Accountability Act  
26 C.F.R. § 31.6001-1  
34 C.F.R. § 99.2  
34 C.F.R. § 106.45  
49 C.F.R. § 382.701  
49 C.F.R. § 382.703

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

Date Adopted:	April 27, 2015
Last Revised:	December 16, 2019
Last Revised:	May 18, 2020
Last Revised:	September 28, 2020

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

Server rooms and telecommunication rooms/closets shall be protected by appropriate access control. The rooms shall be segregated from general school or District office areas to restrict access. Server room access control shall be enforced using keys to allow unescorted access only to IT or management staff who require the access to perform their job functions.

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

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

- a) A network diagram identifying all connections, addresses, and purpose of each connection including management approval of all high risk internetfacing ports such as mail (SMTP/25), file transport protocol (FTP/20-21), etc.
- b) All public facing (internet) servers and workstations segmented on a demilitarized zone (DMZ) that keeps them separate from the internal District network. Segmentation shall be through a 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 (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.

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

Legal References: Commissioner's Memo RT 09-010  
A.C.A. § 4-110-101 et seq.

Date Adopted: April 27, 2015  
Last Revised: June 29, 2015  
Last Revised: February 28, 2022



## **7.17—FOOD SERVICE PREPAYMENT**

The Hunger-Free Students Bill of Rights (A.C.A. § 6-18-715) is followed by the Charleston School District and requires that a student be allowed to receive the same reimbursable meal as all other students receive.

### **Free and Reduced Meals**

Free and reduced meals are available to those who qualify. Applications are provided at the beginning of the school year and always available at each school office during the school year. Applications are also accessible at the district website: <http://tigers.wsc.k12.ar.us/>. Applications may be submitted any time during the school year. For application assistance or questions, please call 479-965-7160.

### **Pre-Payments**

Parents/guardians are highly encouraged to make pre-payments by check, but cash will be accepted. Further written instruction for sending checks or cash is provided in the Back-to-School packet at the beginning of each school year or during enrollment through out the school year.

### **Account Balance**

If an account has a negative balance, the district sends payment reminders home one time per week. Parents/guardians are responsible for ensuring that there are adequate funds to cover their child's meal(s) each day.

### **Meal Charges and Reasonable Collection Efforts**

Charges shall be carried over from school year to school year. The district is required to follow all applicable regulations and laws regarding delinquent debt. As required, the district must make reasonable efforts to collect delinquent debt. The district shall consider (2) two attempts to contact the parent/guardian and the district's willingness to establish a payment plan that would reduce delinquent debt substantially to be "reasonable efforts to collect delinquent debt" as required.

### **Grades K-4 Negative Balance and Collection of Delinquent Debt**

When a paid or reduced student's account is a negative **\$100**, the account shall be considered "delinquent," and the student's principal will make (2) **two** attempts to reach the parent/guardian by available methods of communication.

### **Grades 5-12 Negative Balance and Collection of Delinquent Debt**

When a paid or reduced student's account is a negative **\$50**, the account shall be considered "delinquent," and the student's principal will make (2) **two** attempts to reach the parent/guardian by available methods of communication.

## **Reclassification of Delinquent Debt**

When collection efforts have failed, the superintendent may determine that further collection efforts are useless or too costly and reclassify “delinquent” debt as “bad” debt. **Bad debt by its definition is uncollectible and shall be written off as operating losses and must be restored using non-federal funds.** When writing off bad debt, the superintendent shall direct applicable personnel to write off the bad debt and establish an audit trail to show the district paid the bad debt with non-federal funds. Specific examples of bad debt may include, but are not limited to, the student moving away, dropping out of school, graduating, or multiple failed collection efforts.

## **Loss of a Student’s Privilege to Charge Due to Bad Debt**

The district is NOT required to allow meal charges and considers charging a privilege for students with accounts in good standing (not delinquent as explained above). The district allows students to charge with the intent of providing students with proper nutrition to focus and minimize stigmatism regarding insufficient funds; however, the district is required to maintain the financial integrity of the food service program.

If the superintendent reclassifies a student’s account from “delinquent” debt to “bad” debt at any time, the student may lose his/her privilege to charge meals indefinitely with pre-payment expected.

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

- Student enrollment materials
- Student handbooks

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

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

This includes:

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

Legal References:      Commissioner’s Memo CNU-17-003  
                                 Commissioner’s Memo CNU-17-024

Date Adopted:            June 26, 2017 / July 17, 2017  
Last Revised:            December 16, 2019

## **7.17.1—EXCESS FOOD**

### **Definition**

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

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

### **Excess Food Sold a la carte**

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

### **Donation of Excess Food**

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

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

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

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

Following the donation of excess food, the Director shall:

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

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

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

7 C.F.R. § 210.11

Date Adopted:

December 16, 2019

Last Revised:

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

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

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

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

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

Date Adopted:         May 18, 2020  
Last Revised:



## 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, ~~but~~ 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

Date Adopted:            April 27, 2015  
Last Revised             December 16, 2019

## **7.20—ELECTRONIC FUND TRANSFERS**

Act 989 of 2011 amended state law to allow for the electronic transfer of the funds of a school district, provided that certain criteria of approval are met. The Arkansas Department of Education has advised districts that it is acceptable for a School Board to issue an annual blanket authorization for routine and/or recurring electronic funds transfer (ACH) payment, such as the payment of payroll taxes, utility bills, payroll direct deposit disbursements, etc.

The Charleston Board of Education School Board hereby authorizes the District Treasurer to initiate electronic fund transfers as necessary and appropriate for routine and/or recurring fund disbursements. Such authority is granted provided that applicable documentation is maintained by the District Treasurer verifying that each disbursement is an approved obligation according to District policy, and pursuant to §6-12-701(e)(1)(B) of Arkansas Code.

Legal Reference:

### **6-13-701. Powers and duties of District Treasurer.**

(e) The duties of the school district treasurer shall be as follows:

(1) (A) To receive and disburse funds of the school district. Disbursements of such funds shall be made only upon:

(i) Checks or warrants signed by the disbursing officer of the school district board of directors and by the superintendent of the school district; or

(ii) The electronic transfer of funds if the electronic transfer is:

(a) Initiated by the school district and District Treasurer.

(b) Authorized in writing by both the disbursing officer of the board of directors and the superintendent of the school district.

(B) As an evidence of authority for disbursement of any funds, the school district treasurer shall have on hand approved:

(i) Invoices;

(ii) Payrolls that conform with written contracts on file in his or her office; and

(iii) Other appropriate documentation that indicates an authority for disbursement.

**7.20F—ELECTRONIC FUND TRANSFERS AUTHORIZATION FORM**

The Charleston Board of Education met on (date) and voted to approve the use of Electronic Transfer of Funds (EFT) as a way to disburse funds of the school district.

Section 4 of Act 989 of 2011 revised ACA 6-13-701(e)(1), concerning the powers and duties of school district treasurers. The Act clarified that school district disbursements may be made by the electronic transfer of funds if the electronic transfer is: a) Initiated by the school district; and b) Authorized in writing by both the disbursing office of the board of directors and the superintendent of the school district.

The Charleston Board of Education’s disbursing officer and the superintendent of the school district gives authorization to the district treasurer to utilize the electronic transfer of funds for disbursements of the district that are fully documented with appropriate invoices, written contracts or other documentation that indicates an authority for disbursement. This authorization is for the normal, recurring purchases by the school district that occur during the school year for materials and supplies, equipment, purchased services, utility bills, pre-approved credit card charges, payroll taxes and any other items purchased by the district during the normal course of business for a school year. Individually signed authorizations are still required for transactions that do not occur on a regular basis.

This authorization is based on the premise that the district will initiate the EFTs and shall control the timing and the amount of the funds transfer.

This authorization shall be valid for the (\_\_\_\_\_) fiscal year unless specifically revoked by the Charleston Board of Education and/or the superintendent.

\_\_\_\_\_  
Disbursing Officer

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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: April 27, 2015

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:         April 27, 2015

Last Revised:

## **7.22—DENTAL AND VISION INSURANCE**

### **Dental Insurance:**

Employees shall be offered employer sponsored dental insurance as approved by the Board of Education.

Open enrollment, initial enrollment, eligibility, and qualifying events shall be as determined by the dental insurance company.

### **Vision Insurance:**

Employees shall be offered non-employer sponsored vision insurance as approved by the Board of Education.

When determining vision insurance initial enrollment, eligibility, and qualifying events, the district shall apply the most current rules (health insurance) established by the Arkansas Employee Benefits Division for Public School Employees, unless otherwise expressly specified by the vision insurance company.

### **Open Enrollment—Vision**

Open enrollment for vision insurance shall be held at the same time as open enrollment for dental insurance.

## **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.<sup>3</sup> 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. In accordance with the State Health Insurance Portability Rules (SHIP), the District shall continue to pay the premium contribution for an employee who transfers to another Arkansas school district that also participates in the SHIP through August 31 of the calendar year the employee leaves the district so long as the employee:

- 1) Completes his/her contract with the District;
- 2) Provides the District with notice that the employee is transferring to another district by no later than the Friday following the last student contact day;
- 3) Provides the District with proof of employment at another Arkansas district; and
- 4) Has the employee portion of the premium deducted from his/her end-of-year checks or pays the District business office the employee's portion of the premium by the 15th of both July and August.

### **Measurement Method of Employee Hours**

Option 1: The District uses the look-back method for determining if an employee qualifies as a full-time employee. **The standard measurement period is 12 months. The standard stability period is 12 months**

### **W-2**

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

### **IRS Returns**

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

### **Statement of Return**

The District shall send to each full-time employee a Statement of Return (Statement) regarding the IRS Return<sup>13</sup> filed on the employee. The Statement shall contain: The District's name, address, and Employer Identification Number (EIN) as well as a copy of the IRS Return filed on the employee. The District shall send a copy of the Statement to the employee on or before January 31 of the calendar year following the calendar year the information in the Statement covers. The District shall send only one Statement to the household of an employee who meets the definition of a responsible individual that will include all requisite information for both the responsible individual and the responsible individual's dependent(s). The Statement will be mailed to the employee's address on record.

### **Record Retention**

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

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: April 27, 2015  
Last Revised: June 29, 2015  
Last Revised: July 17, 2017  
Last Revised: December 16, 2019

## 7.23F—LICENSED PERSONNEL ELECTRONIC RECEIPT OF STATEMENTS CONSENT FORM

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

Name: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Mailing Address:

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

### Disclosures

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

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

6. A withdrawal of consent shall not apply to an electronic copy of the Statement that is sent prior to the effective date of the withdrawal;
7. I am responsible for making sure that the District has my current contact information. I may update any changes to my contact information by sending an amended copy of the Electronic Receipt of Statements Consent Form to **the superintendent**;
8. The District shall contact me with any changes in the District's contact information;
9. The District shall furnish electronic copies of the Statement in the Portable Document Format (PDF);
10. Arkansas or Federal law could require the printing of a copy of the Statement to attach to a Federal, State, or local tax return;
11. The e-mail containing the electronic copy of the Statement shall have the subject line of "Important Tax Return Document Available" in all capital letters.

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## 7.24—ADVERTISING ON SCHOOL BUSES

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

The District has chosen **NOT** to permit the selling of advertising space on District owned school buses but **may** use the space provided by law to place items created by the District.

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

Date Adopted:         April 25, 2016