

**JUNCTION CITY SCHOOL DISTRICT**

**LEA # 7003**

**BUSINESS AND FINANCIAL  
MANAGEMENT**

**2023-2024**

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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: 11/20/2009  
Last Revised:

Larry Cannon  
School Board President

## **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: 7/9/19  
Last Revised:

Jay Green  
School Board President

## 7.3—MILLAGE RATE

At least sixty (60) days in advance of the school election when the electors shall determine the annual ad valorem property tax for the District, the Board shall publish at least one time in some newspaper published or having a bona fide circulation in the county where the district's property lies the District's proposed budget, which shall include a millage rate sufficient to provide the funds necessary for the District's operation.

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

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

Legal References:      A.C.A. § 6-13-622  
                                 A.C.A. § 6-14-111  
                                 Arkansas Constitution: Article 14 Section 3

Date Adopted: 7/7/2020  
Last Revised: 7/13/2023

Jay Green,  
Board President

## **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: 11/20/2009  
Last Revised:

Larry Cannon  
School Board President

## 7.5 - JCFS PROCUREMENT PLAN CHILD NUTRITION PROGRAMS

### CHILD NUTRITION PROGRAM PROCUREMENT PLAN

This procurement plan will be implemented on January 23, 2024 and from that date forward until amended. All procurements must adhere to free and open competition. The School Food Authority (SFA) will avoid unreasonable conditions that restrict competition. All reasonable efforts will be made to solicit bids, proposals and/or quotes from as many qualified vendors as possible; all qualified vendors are invited to respond to solicitations.

Donna McLelland

Purchasing Agent\* Printed Name

\_\_\_\_\_  
Purchasing Agent Authorized Signature

1/23/2024

\_\_\_\_\_  
Date

\*Purchasing Agent: Person Responsible for authorized purchases using funds from the non-profit foodservice account.

## **Procurement Plan for Junction City School District**

The Junction City School District will purchase goods, products, and/or services for use in the Child Nutrition Programs (CNP) in compliance with 2 CFR Part 200, 7 CFR Parts 210-250 (child nutrition regulations by program) and State Law, using the procedures outlined as follows.

The primary purpose of this procurement plan is to assure that open and free competition exists to the maximum extent possible. The procurement process practiced by the CNP must not restrict or eliminate competition. For example, description of goods, products, and/or services to be procured should not contain features that unduly restrict competition. Competition helps assure that services, supplies, or other property will be obtained that best meets the needs of the district.

A new procurement plan does not need to be developed every year. However, an annual review of the approved plan is suggested to assure its relevance to current procedures.

It will be the responsibility of the CN Director to document the amounts to be purchased so the correct method of procurement will be followed.

### **Procurement Plan and General Requirements**

#### **A. Code of Conduct**

The following Code of Conduct will be followed by all employees who are engaged in the procurement process for Junction City School District in accordance with 2 CFR 200.318(c)(1).

- Prohibits employees from soliciting gifts, travel packages, and other incentives from prospective contractors.
- Prohibits an employee from participating in the selection, award and administration of any contract to which an entity or certain persons connected to them have financial interest including:
  - o The employee, officer or agent;
  - o A member of the immediate family;
  - o His or her partner, or
  - o An organization who employs or is about to employ any of the parties listed above.
- Provides for CNP operators to set standards when financial interest is not substantial or the gift is an unsolicited item of nominal value and may be acceptable (for example: coffee mug or calendar).
- Provides for disciplinary actions to be applied in the event the standards are violated including:
  - o Reprimand by Board of Education;
  - o Dismissal by Board of Education, or
  - o Any legal action necessary.



- B. All costs expended from the nonprofit foodservice account must meet the general criteria in order to be allowable in accordance with 2 CFR 200.403.
- C. Junction City School District will perform a cost or price analysis in connection with every procurement action in excess of the small purchase threshold including contract modifications in accordance with 2 CFR 200.323(a).
- After completion of the cost or price analysis, Junction City School District will establish which purchase threshold services, supplies, or other property falls into Junction City School District ensures proper procurement methods are followed based on the cost or price analysis.
- D. Junction City School District will take steps to assure the Buy American standard is followed by purchasing to the maximum extent practicable, domestic commodities or products in accordance with 7 CFR 210.21(d) and 220.16(d).**
- E. Junction City School District will take steps to assure the small, minority and women's businesses enterprises, and labor surplus firms are used when possible in accordance with 2 CFR 200.321.
- F. The Junction City School District shall agree to retain all books, records and other documents relative to the award of the contract agreement for three (5) years after final payment. Specifically they shall maintain, at a minimum, the following documents:
- Written rationale for the method of procurement;
  - A copy of the RFP or IFB;
  - The selection of contract type;
  - The bidding and negotiation history and working papers;
  - The basis for contractor selection;
  - Approval from the State agency to support a lack of competition when competitive bids or offers are not obtained;
  - The basis for award cost or price;
  - The terms and conditions of the contract;
  - Any changes to the contract and negotiation history;
  - Billing and payment records;
  - A history of any contractor claims, and
  - A history of any contractor breaches.

## Procurement Thresholds

Purchasing will be conducted at the most restrictive procurement threshold.

	Federal Procurement Threshold	Arkansas Procurement Threshold	District Purchase Threshold
Micro	Less than \$10,000	Less than \$20,000	Less than \$10,000
Small	Less than \$250,000	Greater than \$75,000	Less than \$20,000

Formal	Greater than \$250,000	Greater than \$75,000	Less than \$20,000
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Arkansas Code Ann. 6-21-304, as amended by Act 1124 of 2017 requires the Commissioner of Education to adjust the small purchase threshold for bidding amounts under Ark. Code Ann 6-21-304(a)(1)(A) by the percentage change in the Consumer Price Index for all urban consumers or its successors. This adjustment shall be done by July 1 each year.

A. Micro purchase procedures in accordance with 2 CFR 200.320(a).

This method applies to the purchase of supplies or services when the aggregate dollar amount does not exceed \$10,000. To the extent practicable, purchases must be distributed to qualified supplies equitably. These purchases may be awarded without soliciting competitive quotes if the entity considers the price to be reasonable.

B. Small purchase procedures in accordance with 2 CFR 200.320(b).

This method applies to the purchase of supplies, services, or other property when the aggregate dollar amount is between \$10,000 and the Arkansas small purchase threshold. Price or rate quotations must be obtained from an adequate number (2+) of qualified sources. The following small purchase procedures will apply:

- Written Specifications will be prepared and provided to the vendor.
- Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of two vendors shall be contacted.
- The CN Director will be responsible for contacting potential vendors when price quotes are needed.
- The price quotes will receive appropriate confidentiality before award.
- Quotes will be awarded by the CN Director. Quotes awarded will be to the lowest and best quote based upon quality, service availability, price, and/or quote determination. The CN Director will be responsible for documentation of records to show selection of vendor, reasons for selection, names of all vendors contacted, price quotes from each vendor, and written specifications. The CN Director will be responsible for documentation that the actual product specified is received.
- Any time an accepted item is not available, the CN Director will select the acceptable alternate. Full documentation will be made available as to the selection of the acceptable item.
- Bids will be awarded on the following criteria:
  - o Price (Ex.: quality, delivery, service, etc.)
  - o Service/Quality Assuredness
  - o Availability

C. Formal purchase procedures in accordance with 2 CFR 200.320(c-d).

This method applies to the purchase of supplies, services, or other property when the aggregate dollar amount is over the Arkansas small purchase threshold. Price or rate quotations must be obtained from an adequate number (2+) of qualified sources. The

following Competitive Sealed Bid or an Invitation for Bid (IFB) or Competitive Proposal in the form of a Request for Proposal (RFP) procedures will apply:

- **An announcement of an IFB or an RFP will be placed in the newspaper/media, IPS Website, other Internet Source to publicize the intent of the School Food Authority to purchase needed items. The advertisement for bids/proposals or legal notice will be run for three days. The announcement will contain:**
  - General description of items to be purchased;
  - Deadline for submission of questions and the date written responses will be provided including addenda to bid specifications, terms and conditions as needed;
  - Date of pre-bid meeting, if provided, and if attendance is a requirement for bid award;
  - Deadline for submission of sealed bids or proposals, and
  - Address of location where complete specifications and bid forms may be obtained.
- In an IFB or RFP, each vendor will be given an opportunity to bid on the same specifications.
- The developer of written specifications or descriptions for procurements will be prohibited from submitting bids or proposals for such products or services.
- The IFB or RFP will clearly define the purchase conditions. The following list includes requirements, not exclusive, to be addressed in the procurement document:
  - Contract period;
  - SFA is responsible for all contracts awarded (statement);
  - Date, time, and location of bid opening;
  - How vendor is to be informed of bid acceptance or rejection;
  - Delivery schedule;
  - Set forth requirements (terms and conditions) which bidder must fulfill in order for bid to be evaluated;
  - Benefits to which the SFA will be entitled if the contractor cannot or will not perform as required;
  - Statement assuring positive efforts will be made to involve small, minority and women's businesses enterprises, and labor surplus firms;
  - Statement regarding the return of purchase incentives, discounts, rebates, and credits to the SFA's non-profit foodservice account, and

- Contract provisions as required in accordance with Appendix II for 2 CFR Part 200:
  1. Termination for cause and convenience- contracts in excess of \$10,000;
  2. Equal Opportunity Employment- ‘federally assist construction contracts’;
  3. Davis-Bacon Act- construction contracts in excess of \$2,000;
  4. Contract Work Hours and Safety Standards- contracts in excess of \$100,000 that involve the employment of mechanics or laborers;
  5. Right to inventions made under a contract or agreement- if the contract meets the definition of a ‘funding agreement’ under 37 CFR 401.2 (a);
  6. Clean Air Act- contracts in excess of \$150,000;
  7. Debarment and Suspension- all federally awarded contracts, and
  8. Byrd Anti-Lobbying Amendment- contracts in excess of \$100,000
- ✓ **Contract provisions as required in 7 CFR Part 210.21(f) for all cost reimbursable contracts.**
- ✓ **Contract provisions as required in 7 CFR Part 210.16(a)(1-10) for Food Service Management Company contracts.**
- ✓ **Procuring instrument to be used are purchase orders from firm fixed prices after formal bidding.**
- ✓ **Price adjustment clause (escalation/de-escalation) based on appropriate standard or cost index (Consumer price index, or other as stated in terms and conditions for pricing and price adjustments).**
- ✓ **Method of evaluation and type of contract to be awarded.**
- ✓ **Method of award announcement and effective date (if intent to award is required by State or local procurement requirements).**
- ✓ **Specific bid protest procedures including contact information of person and address and the date by which a written protest must be received.**
- ✓ **Provision requiring access by duly authorized representatives of the SFA, State Agency, United State Department of Agriculture, or Comptroller General to any books, documents, papers and records of the contractor which are directly pertinent to all negotiated contracts.**
- ✓ **Method of shipment or delivery upon contract award.**
- ✓ **Provision requiring contractor to maintain all required records for five years after final payment and all other pending matters (audits) are closed for all negotiated contracts.**
- ✓ **Description of process for enabling vendors to receive or pick up orders upon contract award.**
- ✓ **Provision requiring the contractor to recognize mandatory standards/policies related to energy efficiency contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).**
- ✓ **Signed statement of non-collusion.**

- ✓ **Signed Debarment/Suspension Certificate or statement included in contract or copy of Excluded Parties List System.**
  - ✓ **Provision requiring “Buy American” as outlined in 7 CFR Part 210.21(d); specific instructions for prior approval of all of non-domestic product(s).**
  - ✓ **Specifications and estimated quantities of products and services prepared by SFA and provided to potential contractors desiring to submit bids/proposals for the products or services requested.**
  - ✓ **If any potential vendor is in doubt as to the true meaning of specifications or purchase conditions, interpretation will be provided in writing to all potential bidders by CN Director and date specified.**
  - ✓ **The CN Director will be responsible to ensure all SFA procurements are conducted in compliance with applicable Federal, State, and local procurement regulations.**
  - ✓ **Bids will be awarded on the following criteria:**
    - **Price (Ex.: quality, delivery, service, etc.)**
    - **Service/Quality Assuredness**
    - **Availability**
- D. In awarding a competitive negotiation (RFP), a set of award criterion in the form of a weighted evaluation sheet will be provided to each bidder in the initial bid document materials. Price alone is not the sole basis for award, but remains the primary consideration when awarding a contract. Following evaluation and negotiations, a firm fixed price or cost reimbursable contract is awarded.
- The contracts will be awarded to the responsible bidder/proposer whose bid or proposal is responsive to the invitation and is most advantageous to the SFA. Any and all bids or proposals may be rejected in accordance with law.
  - The Superintendent is required to sign on the bid tabulation of competitive sealed bids or the evaluation criterion score sheet of competitive proposals signifying a review and approval of the selections.
  - The Superintendent reviewing the procurement system that will ensure compliance with applicable laws.
  - The CN Director is responsible for documentation the actual product specified is received.
  - Any time an accepted item is not available, the CN Director will select the acceptable alternate. The contractor must inform the CN Director within 72 hours a product is not available. In the event a non-domestic agricultural product is to be provided to the SFA, the contractor must obtain, in advance, the written approval of the product. The Junction City School District must comply with the Buy American Provision.
  - Full documentation as to the reason an accepted item was unavailable, and to the procedure used in determining acceptable alternates, will be available for audit and review. The person responsible for this documentation is the CN Director.
  - The CN Director is responsible for maintaining all procurement documentation.
- E. Noncompetitive purchase procedures in accordance with 2 CFR 200.320(f)  
This method applies to the purchase of supplies, services, or other property from only one source when one or more of the following circumstances apply:

- Written Specifications will be prepared and provided to the vendor/contractor.
  - The CN Director will be responsible for the documentation of records to fully explain the decision to use the non-competitive negotiation. The records will be available for audit and review.
  - The CN Director will be responsible for documentation that the actual product or service specified was received.
  - The Superintendent will be responsible for reviewing the procedures to be certain all requirements for using single source or non-competitive negotiation are met.
    - **Non-competitive negotiations shall be used for one-time purchases of a new food item in order to determine food acceptance by students and for samples for testing purposes. A record of non-competitive negotiation purchase shall be maintained by the CN Director. The record of non-competitive purchases shall include, at a minimum, the following:**
      - Item name,
      - Dollar amount,
      - Vendor/contractor, and
      - Reason for non-competitive procurement.
- F. Emergency purchases procedures.
- If it is necessary to make an emergency purchase to continue service, the purchase shall be made and a log of all such purchases shall be maintained by the CN Director. The following emergency procedures shall be followed. All emergency procurements shall be approved by the Superintendent of Schools. At a minimum, the following emergency procurement procedures shall be followed:
    - o Item name,
    - o Dollar amount,
    - o Vendor/contractor, and
    - o Reason for emergency.

## Contract Management

- A. The CN Director shall designate an individual by name and title who will oversee each contract using funds from the non-profit food service account to ensure all terms, conditions and deliverables are adhered to in a manner that is consistent with the contract.
- B. Each contract will be monitored on a frequency that is established at the beginning of the contract period; any failure of the contractor to abide with the terms and conditions of the contract will be reported to the CN Director immediately and immediate, documented corrective action will be required and/or contract termination proceedings will begin.
- C. The Junction City School District will be responsible, in accordance with good administrative practice and sound business judgment, of the settlement of all contractual and administrative issues arising out of procurements using funds from the non-profit foodservice account.

## Purchasing Equipment

Equipment purchase procedures in accordance with 2 CFR 200.439(a)(2):

- Written specifications will be prepared and provided to vendors.

- Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of two vendors shall be contacted.
- The price quotes will receive appropriate confidentiality before award.
- The SFA will seek prior approval from the State Agency unless the equipment is placed on the Equipment Preapproval List.
- Quotes will be awarded by the CN Director. Quotes awarded will be to the lowest and best quote based upon quality, service availability, price, and/or delivery.
- The CN Director will be responsible for documentation of records to show selection of vendor, reasons for selection, names of all vendors contacted, price quotes from each vendor, and written specifications.
- The CN Director will be responsible for documentation that the actual product specified is received.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the nonfederal entity for financial statement purposes or \$5,000.

Date adopted: 9/12/17  
 Last Revised: 10/10/2023  
 1/23/2024

Jay Green  
 Board President

## **7.5 - JCFS.1 REQUEST FOR PROPOSAL (RFP) CHILD NUTRITION PROGRAMS**

### **JUNCTION CITY SCHOOL DISTRICT REQUEST FOR PROPOSAL CHILD NUTRITION PROGRAMS**

This RFP contained on the following pages will be implemented on July 1 of the current school year and from that date forward until amended. Procedures will adhere to free and open competition. Source documentation must be available to determine open competition, the reasonableness, the allowability and the allocation of costs.

The Junction City School District/Child Nutrition Program (CNP)/ School Food Authority (SFA) seeks Request for Proposals (RFPs) for food products, paper goods, and chemicals for a period ranging from July 1 to June 30, of the current school year.

RFPs are due by June 30 of the current school year. RFPs can be mailed to Junction City School District, P.O. Box 790, Junction City, Arkansas 71749 or emailed to Donna McLelland at [mclellandd@jcdragons.k12.ar.us](mailto:mclellandd@jcdragons.k12.ar.us). Any RFPs received after the deadline will not be considered and will be returned to sender unopened. All RFPs returned will be presented to the School Board at regular scheduled meeting in July of the current school year.

Federal law and U.S. Department of agriculture policy prohibits the Junction City School District from discriminating based on race, color, national origin, sex, age, or disability. To file a discrimination complaint write USDA Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue SW, Washington, D.C. 20230-9419 or call (202)720-5964 (Voice and TDD). USDA is an Equal Opportunity Provider and Employer.

#### **TERMS AND CONDITIONS FOR SUBMITTING RFPs ARE AS FOLLOWS:**

1. The SFA/CNP is requesting pricing for the attached list of products.
2. The items are to be delivered weekly or as needed. All deliveries must be before 2:30 p.m.
3. Child Nutrition Labels and / or Manufacturer's Formulation Statements are required for all products.
4. RFPs are due no later than the close of business on June 30 of the current school year. Any RFPs received after the deadline will be returned to the sender unopened.
5. All products must comply with the William F. Goodling Nutrition Reauthorization Act of 1998 (Buy American Act-7-CFR 210.21) which requires schools participating in the NSLP, SBP, and AFS in the United States to purchase to the maximum extent practical domestic commodities or products for use in meals served under the NSLP, SBP, and AFS.
6. All deliveries will be inspected by CN Director to insure that products are in compliance with the Buy American Act. IF products are found out of compliance upon delivery, these products will be rejected. (Buy American Form is attached)
7. Vendors must include a certification statement with the bid that there are no debarments, suspensions, or any other ineligible or voluntary exclusions with Department of Agriculture or other federal or state agency.
8. Vendors must identify the amount of any purchase incentives, discounts, rebates, or other applicable credits on bills and invoices presented to the SFA/CNP for payment and individually identify the amount as a discount, rebate, or credit and the nature of credit.



9. Vendors must maintain books, records, and documentation of all charges billed to CNP/FSA for five (5) years. Records include both financial and service.
10. Any additional information or clarifications to aid vendors in preparing the RFP can be obtained from the Child Nutrition Director, Junction City School District Cafeteria.
11. Price alone is not the sole basis for purchasing. Other factors considered are product quality, service, and delivery.
12. The acceptance of gifts from vendors and the offering of gifts by vendors is prohibited. No employee of the school district purchasing products under the RFP shall accept, solicit, or receive, either directly or indirectly, from any person, firm, or corporation any gift or gratuity.
13. The School District may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the School District. The School District shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the School District be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
14. If the Contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the Contractor violates any terms of the contract, the School District shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.
  - A. The School District will provide notification of termination for cause in writing. This notice will: (1) specify in reasonable detail the nature of the breach; (2) provide the Contractor with an opportunity to cure, which must be requested in writing no less than 10 days from the date of the Termination Notice; and (3) shall specify the effective date of termination in the event the Contractor fails to correct the breach. The Contractor must present the School District with a written request detailing the efforts it will take to resolve the problem and the time period for such resolution. This opportunity to “cure” shall not apply to circumstances in which the Contractor intentionally withholds its services or otherwise refuses to perform. The School District will not consider a request to cure contract performance where there have been repeated problems with respect to identical or similar issues, or if a cure period would cause a delay that would impair the effectiveness of School District operations. In circumstances where an opportunity to cure is not available, termination will be effective immediately.
  - B. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the School District for damages sustained by virtue of any breach of this Contract by the Contractor.
15. Rights to Invention: If the Federal award meets the definition of “funding agreement” under 37CFR 401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement”, the recipient or sub recipient must comply with the requirements of 37 CFR Part 401.
16. Brand Name or Equal: If an item in this solicitation is identified as “brand name”, it is allowable for an “Equal” or “Equivalent Brand” to be accepted in place of the brand name item.
17. Assurance Statement: FNS Guidance 113-1 Appendix B(D)(1)(c): “The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be

denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.” By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. The assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA.

#### **INTENT OF THE JUNCTION CITY SCHOOL DISTRICT AND CHILD NUTRITION PROGRAM/SCHOOL FOOD AUTHORITY**

1. It is the intent of the SFA/CNP for the RFP to cover the above terms and conditions to which the bidder must comply in order to supply and deliver the needed products to the SFA/CNP by sealed bid.
2. It is the intent of the SFA/CNP to provide maximum practicable opportunities to small, minorities, and women’s businesses, and labor surplus of area firms. The CNP will check the following websites: Arkansas Small Business Administration at <http://www.sba.gov/ar> and the Arkansas Minority Business Directory at <http://www.arkansasedc.com/minority-business-directory> to determine if there is any feasible companies that can competitively provide services to meet the needs of the SFA. The CN Director will send IFB to any that may qualify.
3. The Junction City School Board will review all RFPs that are submitted within the timelines at regular scheduled board meeting in July of each school year. The board reserves the right to accept or reject any and all bids or to accept any part as they deem to be in the district’s best interest.
4. Price alone will not be sole basis for bid approval. Other factors such as product quality, service, and delivery are considered. Because of the quantity of USDA commodities, product storage at times may be a factor, thereby making purchase from the lowest bidder impractical.
5. The child nutrition director is responsible for ensuring compliance standards are met in a free and open competitive process. She is responsible for comparing price, quality, service, and delivery.
6. It is the responsibility of the bidder to examine the entire RFP before submission to the district. Any appeal shall be in writing by certified mail and received in the district office, “Attention to Superintendent of Schools.”
7. Junction City School is an equal opportunity employer and provider.

<b>Item Description</b>	<b>Brand</b>	<b>Bid Unit</b>	<b>Est. Units</b>
<b>MEAT</b>			
<b>BEEF</b>			
Beef Franks, LS CN Label to provide 2M			80/cs
Beef Fingers Breaded. Precooked Beef finger, breaded, frozen; fully cooked; IQF ground beef with soy concentrate or isolate; no other fillers or extenders; not to exceed 23 grams of fat; 4/.097 oz. Minimum weight; CN label to provide 2 oz. M/MA and 1 serving of G/B	Advance		
Beef Ground Bulk; 81/19 Fine			4/10#
Beef, Ground, Bulk 80/20 Fine			4/10#
Beef Ground, Bulk, 81/19			8/5#
Beef Patties, (hamburger); charbroil; fully cooked, lightly seasoned beef; One serving must provide 2.00 oz. meat/meat alternate. CN Label			
<b>PORK</b>	<b>BRAND</b>	<b>BID UNIT</b>	<b>EST. UNITS</b>
Franks, Low Sodium, CN Label to provide 2 M/MA			80/cs
Ham, Diced			10#
Ham Buffet Bnls 25% H/W			2/10-12lbs
Ham Sliced;4/3# bags			
Smoked Ham, sliced			
Mini Corn Dogs, CN Label to provide 2M & 2G/B			
Pulled Pork BBQ CN Label	Saucy Blues		10 lbs.
Pork Roast, frozen			
Sausage Link; Low Sodium; skinless; precooked CN Label	Tenn. Pride		256/.7oz
Sausage Pattie, Low Sodium, Mild,Precooked; CN Label to provide .75 oz or 1 oz M/MA			
Sausage BF/PK Smkd Rope			11#
<b>Poultry</b>	<b>BRAND</b>	<b>BID UNIT</b>	<b>EST. UNITS</b>
Chicken Breast Strips w/rib meat, fully cooked homestyle, CN Labeled to provide 2M and 1G/B			
Chicken Tenders, breaded, fully cooked, CN label to provide 2M and 1G/B			
Chicken Patty Breaded; WG: fully cooked whole grain chicken breast pattie fritter with rib meat provides 2.00 oz. equivalent meat/meat alternate and 1.00 oz equivalent grain. CN Label			
Chicken Pattie, WG spicy chicken breast patty; one serving whole grain hot & spicy chicken patty, fritter provides 2.00 oz. equivalent meat/meat alternate and 1.00 oz. equivalent grains. CN Label			
Chicken Breast Pattie, Breaded, Homestyle No Antibiotics	TysonRL		2/5#
Chicken Diced			
Chicken Fajita Strips			2/5# bags
Chicken Legs, IQF, 2 oz eq M/MA			40#case
Chicken –Leg Quarters			
Chicken Thigh Meat, boneless, frozen			40# case
Chicken Nugget Breast Cooked .60oz. Chicken Breast Patty Chunk, WG breaded, frozen; fully cooked; IQF; breast with rib meat; may contain soy concentrate or isolate and/or dried whole egg; no mechanically separated chicken; not to exceed 13 grams of fat; CN label for 5 nuggets to provide 2 oz. M/MA and 1 serving of G/B			

Chicken Nuggets White Meat W/G; CN Label for 5 nuggets to provide 2M/MA and 1 G/B			
Popcorn Chicken, W/G; CN Label to provide 2 M/MA and 2 G/B			
Chicken Fries; W/G CN Label			
<b>TURKEY</b>	<b>BRAND</b>	<b>BID UNIT</b>	<b>EST. UNITS</b>
Corndogs, frozen, fully cooked, whole grain batter-wrapped turkey frankfurter, not to exceed 12 grams fat; CN labeled to provide 2 oz. M/MA and 2 servings G/B			72/4oz.
Mini Corn Dogs; CN Label, to provide 2 M/MA and 2/G/B			
Turkey Breast; Smoked ;sliced			
Turkey Burgers			
Turkey Franks 80 ct.			
Turkey Roasts, frozen			
Turkey, whole, frozen			
<b>BREAD PRODUCT</b>	<b>BRAND</b>	<b>BID UNIT</b>	<b>EST. UNITS</b>
Hamburger Buns; White Wheat; 4" 2oz			120ct
Hoagie Bun 6" WG			72ct
Hoagie Bun 6" Regular			
Hot Dog Bun; White Wheat ;12/12ct			
Panini Bread; 2oz. WG; 192/.82oz. per case	Pillsbury		
Bread, sliced; W/G; 1 oz eq grain; frozen			
Croissants, W/G 2 oz			
Croissants, W/G 1 oz			
Cereal, Granola Oat N Honey; Bulk Pack			4/44 oz
Cereal; dry bowl pack; 96/case/ provide 1 oz eq G/B	General Meals/ Kelloggs/ Malt-o-meal	All GM	96ct
Cheerios			
Honey Cheerios			
Apple Cinnamon Cheerios			
Fruity Cheerios			
Cinnamon Toast Crunch			
Cinnamon Toast Crunch Reduced Sugar			
Cinnamon Chex			
Cocoa Roos			
Blueberry Chex			
Frosted Flakes			
Fruit Loops Reduced Sugar			
Lucky Charms			
Marshmallow Matey			
Apple Jacks			
Trix			
Trix Reduced Sugar			
Rice Crispy			
Fruit Loops in a Bag 1 oz smartsnack			
Trix			
Cereal, Bulk w/6 grams of sugar or less			
Cereal, Bulk, Rice Crispies			
Cinnamon Toast Crunch Cereal on	GM		

The Go Pouch 1 oz			
Cinnamon Toast Crunch Cereal Bar	GM		96/cs
Team Cheerios Cereal Bar, 1oz Smart Snack	GM		96/cs
Trix Cereal Bar, 1 oz Smart Snack	GM		96/cs
Chips; corn; made with whole grain or enriched corn meal			8/1#
Chips; Baked; 104/1oz.	Fri/Lays	All	104ct
Plain			
BBQ			
Fantastix Chili Cheese Fries, smart snack			
RF Nacho Cheese Doritos Smart Snack			
RF Cool Ranch Doritos Smart Snack			
Cheetos Baked, Smart Snack			
Cheetoh Puffs; W/G; Individual Bags			
Munchies Snack Mix; Smart Snack			
Chips; Tortilla; w/g 6/2lb. bags	Casa Solana		6/2#
Pasta; Lasagna 10-20lb			12# box
Pasta; Spaghetti; 20lb./ W/G			20#
Pasta, Spaghetti, regular 20lb case			
Pop Tart made with Whole Grain Frosted Strawberry, Blueberry Brown Sugar Cinnamon, Chocolate- Whole wheat and enriched wheat flour toaster pastries and filling made with equal to 10% fruit. Whole grain-rich with whole grain as the first ingredient. Contain 10g of whole grain and 3 grams of dietary fiber per serving( a good source). No high fructose corn syrup. Provides a good source of 7 vitamins and minerals. Meets the requirements for 1 Oz. eq. of grain. Buy American			120/1ct
Rice Crispy Treats; W/G; smart snack; 1 oz eq grain			80/cs
Egg Noodles; 2/5lb. bags			2/5#
Egg Noodles: W/G 10lb or 20 lb case			
Macaroni Noodles; 2/10lb. bags			2/10#
Bowtie Noodles; W/G			
Macaroni Noodles: W/G 20lb case			
Taco Shells; 200/case: W/G			200/5in.
Tortillas; wheat flour, soft 6" diameter			24/12ct
<b>CANNED GOODS</b>	<b>BRAND</b>	<b>BID UNIT</b>	<b>EST. UNITS</b>
Applesauce, canned; to be packed to U.S. Grade A standard; natural color; natural flavor; unsweetened; regular form or style; 6/10			6/10#
Applesauce Cups, Individual: 4 oz eq fruit			96/cs
Applesauce Cups, Ind. Flavored: 4 oz eq fruit			96/cs
Black Olives, whole; 6/#10 cans			6/#10 cans
Jalapeno Peppers, canned			6/#10 cans
Fruit Cups, Tropical Ind.: 4 oz eq fruit			36/cs
Fruit Cups, Mandarin Oranges Ind.: 4 oz eq fruit			36/cs
Fruit Cups, Mixed Fruit, Ind.; 4 oz eq fruit			36/cs
Barbecue Sauce; 4/Gallons			
Beans-Baked Beans; LS; 6/10			6/10#
Green Beans; canned ; to be packed to U.S. Grade A Standard; LS; 6/10			6/10#
Kidney Beans; canned; to be packed to U.S. Grade A Standard; LS; 6/10			
Baby Green Lima Beans, canned			6/#10
Pinto Beans; canned; to be packed to U.S. Grade A Standard ;LS; 6/10			6/10#
Ranch Style Beans, cnd 6/10			6/#10

Red Beans, cnd LS 6/10			6#10
Refried Beans; LS; 6/10			6/10#
Black Eyed Peas, LS 6/10			6#10
Beef Broth, LS 6/10			
Carrots; canned; sliced 6/10			
Carrots, canned, diced 6/10			
Cheese Sauce; Mild Cheddar; 6/10			
Chicken Broth; Low Sodium			12/49oz.
Chili Con Carne; No Beans; 6/10			
Hot Dog Sauce; 6/10			
Corn; Creamed Style; canned; 6/10			
Corn ; Whole Kernel; canned; 6/10			
Fruit Cocktail; in juice of LS;US Grade A or B; Should contain fruits in not less nor more than the following percentages; 30% to 50% diced peaches, any yellow variety 24% to 45% diced pears, any variey 6% to 16% diced pineapple, any variety 6% to 20% whole grapes, any seedless variety 2% to 6% cherry halves, any light sweet or artificial red variety;canned; 6/10			
Mandarin Oranges/Juice or Light Syrup(LS); whole and broken fruit segments; medium size; citrus juice medium; canned; 6/10(Buy American)			6/10#
Ketchup; tomato 6/10	Hunts		6/#10
Olives; Black; canned 6/#10			
Olives; Green; Queen; gallon			
Peaches; canned; diced; light syrup;U.S. Grade A or B; type-Yellow Freestone or Yellow Clingstone; Canned peaches must be peeled. 6/10			6/#10
Peaches; canned ;slices light syrup; U.S. Grade A or B; type Yellow Freestone or Yellow Clingstone; Canned peaches must be peeled; 6/10			6/#10
Pears; diced; light syrup; 6/10			6/#10
Pears; canned sliced; light syrup 6/10			6/#10
Peas; Green 6/10 LS			6/#10
Peas & Carrots, LS, canned 6/#10			6/#10
Pineapple Tidbits/in Juice or light syrup; canned 6/10 Hawaii only(Buy Amer			
Pineapple Chunks/In Juice or light syrup; cnd 6/10( Buy American)			
Potatoes; Plain; dried 6/10 cans			
Potatoes, Diced, canned; 6/#10			
Potatoes, butter flavor: 8/32 OZ			
Pudding; chocolate; canned ready to use 6/10			
Pudding; vanilla; canned ready to use 6/10			
Salsa; Mild; 4 Jugs			
Salsa, cnd.			
Soup; Cream of Chicken Soup; Low Sodium; 12/50 oz. cans	Heinz	Case	12/50oz.
Soup; Cream of Mushroom Soup; Low Sodium; 12/50oz.			
Spaghetti Sauce 6/10#			6/10#
Sweet Potatoes, cut, frozen			
Sweet Potatoes; cut, canned			
Tomatoes; Rotel; canned; diced with green chilies; 12/10 oz.	Rotel		12/28oz
Tomatoes, Diced, canned 6/#10			
Tomato Juice; canned;			
Tomato Paste; canned; 6/#10	Hunts		
Tomato Sauce; canned 6/10			
Turnip Greens w/Turnips; Grade A; 6/10 cans	Allens		
Vegetables Mixed; 6/10 cans			

Worcestershire Sauce; gallon jug			
<b>Frozen Foods</b>	<b>BRAND</b>	<b>BID UNIT</b>	<b>EST. UNITS</b>
Bagel, WG, White, Sliced, Bulk; must be whole grain rich and provide 2.00oz. grain equivalents.			
Banana Bread or Zucchini Bread; W/G 2 oz eq grain			
Biscuits; W/G, frozen; made from enriched wheat flour; ready to bake; 216/2.2oz. per case ; Ez-Split	Bama		216/2.2oz
Biscuits, frozen, enriched white flour, ready to bake;216/2oz			216/2oz
Broccoli; Florets, frozen; 12/ 2-2.5lb			12/2.5lb
Broccoli, Florets, Frz			30#
Breakfast Bar; Ham, Cheese & Eggs; CN Labeled			
Breakfast Burritos, CN label W/G			
Breakfast Sliders, W/G			
Breakfast Croissants W/G 2oz eq grain			
Breakfast Sandwich Croissant; W/G Ham, Egg & Cheese 2oz			
The Max Breakfast Boats W/G Bacon & Egg			96/cs
The Max Breakfast Boats W/G Egg & Sausage			96/cs
The Max Double Stuffed, Sausage & Gravy Brk Pizza			96/cs
The Max Pancakes W/G Pancakes W/Cinnamon			80/cs
Egg and Cheese Omelets			
The Max Twisted Stix Cinnamon Blueberry W/G			96/cs
Individual Waffles W/G 2 oz eq grain, Maple	Pillsbury		72/cs
Individual Pancakes, W/G 2 oz eq grain, Maple	Pillsbury		72/cs
Individual French Toast Sticks, W/G, 2 oz eq grain	Bake Crafters		88/cs
Fruit Sidekicks; 100 % juice eq ½ c F/V			84/cs
Burrito; Beef and Cheese; (Taco Snack)WG; CN Labeled			
Bread Stick; WG; Garlic; 6 inch: 240/cs			240/cs
Cinnamon bun; heat and serve: W/G 2 oz eq grain			
Cinnamon Cream Cheese Bun, W/G 2 oz eq G/B			
Cinnis; mini; 72 per case/2.29oz equals 2oz.grain			
Cinnamon Glazed French Toast Sticks; CN labeled; 2.901oz. serving (3 sticks=.967oz. each) of French toast sticks provides 1oz equivalent M/MA and 1.5oz./B			
French Toast Sticks, W/G; bulk			
Corn on Cob, 3 inch, frozen			96/cs
Crispito; Chicken and Cheese; Precooked W/G, CN Label	Tyson		72/cs
Croissants, W/G 1 oz			
Cupcake, Birthday, W/G (Choc or White) iced, frozen			72/cs
Churros, Apple Cinnamon, frozen, W/G			
Dinner Roll; frozen; heat and serve	Sister S.		
Donut; cake; individually wrapped; 80/2.2oz. (Super Donut Only);W/G	Supbkry		
Donut: Super Donut : 1oz W/G			
Donut; 6pk. Mini Powdered Donuts; W/G eq 2 oz			
Donut Ring, W/G			
French Fries; frozen;U.S. Grade A, oven-ready preparation, Crinkle Cut			
French Fries, frozen, 5/8' Crinkle Cut			
French Fries; Frozen; U.S. Grade A, oven-ready preparation, Shoe String			
French Fries, Frozen: 3/8 cut Thunder Crunch			
French Fries, Frozen; SS 1/4			
French Fries, Frozen 3/8 Ultimate Crisp			

French Fries, Sweet Potato, frozen; case			
Vegetable Juice, frz., 6 oz eq v/f			
Vegetable Juice, frz. 4 oz eq v/f			70/cs
Fruit Sidekicks; frozen; 4 oz , variety flavors			84/cs
Hushpuppies, W/G			
Mixed Vegetables, frz			30#
Juice Bar, frz, 2oz			
Juice; 100% pure juice; 4oz cartons; Apple, Grape, Orange & Pineapple			
Blueberry or Banana Muffins 2 oz; W/G	Otis Spunkmeyer		
Mini Blueberry Muffins Regular Grain 1 oz			2/54ct
Muffins, W/G; Apple Cinnamon 2 oz eq grain			
Muffin, Blueberry; W/G 1 oz eq G/B			
Muffins, W/G; Blueberry; 2 oz eq grain			
Muffins, WG, Chocolate Chip			
Breaded Okra, W/G, frozen			150 sv/cs
Pancake; Hot and Serve Original; frozen; at least 1 serving G/B per pancake; CN labeled			
Pancakes, Individual pkg, Pillsbury: W/G: 2 oz eq grain(Maple/Stwbry/Bluebe	Pillsbury		72/cs
Pancake/Sausage on a stick; WG; pre-cooked ,frozen; portioned to provide 1 oz. meat/meat alternate and 1 oz. grain eq. CN label			
Peas, Field, frozen			
Pizza; CN label to provide 2oz.M/MA; 2 servings G/B; and 1/8 cup vegetable per serving; CN Label 4x6	The Max		96/cs
Pizza; Chicken Quesadilla W/G; CN label	Gilardi		96/cs
Pizza; Breakfast Pizza; CN label; 128/2.9oz			128/2.9oz
Pizza Stick; 1M/1B W/G CN label			
Pizza Stick: Max Stix W/G: 192/cs			192/cs
Potato Wedges, frozen skin on			
Sweet Potatoes, diced, frozen			
Butternut Squash, frozen			
Shrimp Poppers, frozen CN label			
Turnip Greens w/Turnips, frozen 30#/cs			
Vegetable Blend; frozen; mixture of broccoli florets, cauliflower florets, crinkle cut carrots 12/2#			
Waffles; W/G frozen; 1.25oz. each; 144/case			
Waffles; Mini; maple; WG; 72/2.47oz. Pillsbury	Pillsbury		72/2.47oz
<b>PRODUCE</b>	<b>BRAND</b>	<b>BID UNIT</b>	<b>EST. UNIT</b>
Apples; fresh; green Granny Smith	Packer		100/110ct
Apple; fresh; Red Delicious;	Packer		110/113ct
Apple; fresh; Gold			
Apples, sliced, Ind pkg Red or Green; 4 oz eq fruit			100/cs
Avocado, fresh, ½ case			
Bananas; fresh; 40#,100-120 ct	Packer		
Bell Pepper, fresh; 5#			
Blackberries, fresh; ctn			
Blueberries, fresh ctn			
Broccoli Florets; fresh cut; 4/3# bags			
Broccoli Florets; fresh; 3# bag			
Cabbage, fresh; green chop 4/5# bags			



Cabbage, green, fresh sx 50#			
Carrots; fresh; "Baby" 200/1.3oz per case			
Carrots, fresh, Baby; bulk case			
Carrot Sticks, RTU			
Cantaloupes			
Celery; fresh; diced; 5lb. bag			
Celery sticks; fresh 4/5# bags			
Clementine; 1/20lb bag			
Coleslaw Mix; fresh cut with green cabbage and packaged red cabbage and carrots 4/5#bags			
Cucumbers; fresh 5#			
Eggs, fresh; 15 dz			
Grapefruit; 32-48/cs			
Grapes; fresh; seedless; red variety 18-22# (lunch bunch)	Packer		
Grapes; fresh; seedless; red 18-22#; bulk			
Grapes; fresh; seedless; green 18-22# bulk			
Honey Dew Melons; fresh			
Kiwi			
Lemons; fresh; 3 dz			
Lettuce; Iceberg ; shredded 4/5# bags			
Lettuce; Iceberg ; "Salad Mix" includes packet of shredded purple/red cabbage and shredded carrots; 4/5# bags			
Lettuce; Romaine;chopped; 4/5#			
Lettuce; Romaine Salad Mix 4/5lb. bags			
Onions; fresh; 10# bag			
Onions, fresh, diced; 5#			
Oranges; fresh; size 113 or 125	Packer		
Oranges; fresh size 125/138			
Peaches, fresh 25# cs			
Pineapple, fresh; 6-8 ct			
Plums, Red/Black; fresh cs			
Potatoes; white; fresh 80 ct.	Packer		
Pears, fresh			
Squash, yellow, fresh case			
Spinach			
Strawberries			
Tangerines; fresh			
Tomatoes; fresh; 18 to 20#			
Tomatoes, fresh, cherry			
Tomatoes, fresh, grape			
Tomatoes, fresh, 5x5 2 layer			
Watermelon, seedless			
<b>Miscellaneous Items</b>	<b>BRAND</b>	<b>BID UNIT</b>	<b>EST. UNITS</b>
Bacon Bits, bulk			
Bacon Pieces, Real			
Baking Soda; 6/boxes			
Baking Powder 6/5#			
Brownie Mix; 6/boxes; WG			
Cake Mix; yellow: WG; 6/5lb. bags			
Caramel Dip; individual cups 1 oz			

Cheese; American, Yellow; 6/5lb. per case 100% real cheese(Sliced)			
Cheese; Cheddar, Mild; shredded; 4/5lb. bags per case			
Cheese, Mozzarella, shredded; 4/5#			
Cheese, Loaves, 6/5#			
Cheddar Cheese Sauce; Mild			6/#10 cans
Cheese Sauce Mix; instant; 8/27oz. packets; No boiling required; no added MSG; no partially hydrogenated oils; no trans fat per serving	Tuf		
Cheezits, W/G; smart snack			175/cs
Chocolate Chips Semi Sweet			
Individual Cookies, pkg., W/G 1 oz eq grain	Bake Crafters		100/1 oz
Animal Cookies, Ind pkg, W/G 1 oz eq G/B			150/cs
Chocolate Chip Cookies;Mini W/G 1 oz eq grain	Grandmas		80/cs
Cinnamon Crisps, Cinn or Choc Chip Smart Snack	Nature Valley		120/cs
Crackers; Saltine; 2ct.; w/g			
Crackers; Salad Wafer; w/g;2ct			
Cream of Tarter			
Dressing, Honey Mustard 7/16 pkg or 1 oz cups			
Dressing Ranch; 7/16 package			
Dressing; Ranch lite; Low Sodium; 100/1oz.			100/1.oz
Dressing; Thousand Island; 60/1.5oz.			
Drink mix; low calorie			
Flour; all purpose Blend			25#
Flour; whole wheat			25#
Fruit; Fruit Burst Squeezable Fruit Tubes;1/4 cup of fruit per tube;	Del Monte		
Fruit Roll Ups: Variety			96/cs
Gelatin; Fruit-Flavored; 12/24oz			12/24oz
Gold Fish; Baked with Whole Grain Snack Crackers; 300/0.75oz per case			
Graham Crackers; 2ct. package			
Kelloggs Tiger Bites; Cinnamon or Chocolate meet requirement for 1 oz G/B			150/cs
Elf Graham Cookies, W/G 1 oz eq grain; smart snack	Keebler		150/cs
Graham Cracker Snacks; Keebler Scooby-Doo! Baked Cinnamon Graham Sticks-Bite-size bone-shaped graham snacks. Whole grain-rich with first ingredient whole grain(9g per serving). Provides a good source of calcium and Vitamin A. Meets the requirements for 1oz.wq. of grain. No high fructose corn syrup. Buy American Compliant.			
Granola; crushed;bulk			
Gravy Mix; Dry, Brown;WG			6/1.5#
Gravy Mix, White Peppered			
Honey, Ind Jug			
Hot Sauce; Individual pkt			
IceDogs; 60/4oz.per case; counts as ½ cup fruit			60/case
Jalapeno Peppers; 4/ 1 gal			1/gal
Green Olives, Queen, whole; 1 gallon			1 gal
Jelly; Grape; individual pkg.			
Jelly;Strwbry;individual pkg			
Apple & Eve Juice, 4 oz eV/F; Variety Flavors 100%Juice			40/cs
Apple & Eve Juice 6 o zeq V/F; Variety Flavors 100% Juice			36/cs
Juice Bowl 100% Juice, Variety Flavors; 4 oz eq V/F			40/cs
Juice Bowl 100% Juice, Variety Flavors; 6 oz eq V/F			
Ketchup; Tomato; Low Sodium; 1000/9mg.			1000ct
Margarine; 30/1#per box; no trans fat			30/1#

Margarine Cups; Whipped; 1oz			432/14
Marinara Sauce Cups, Ind.	TastePleaser		100/1oz
Marshmallows; creme;10/33.5oz. pouches	Mallowcreme		
Milk; evaporated	Carnation		24/12oz
Milk; Silk; Vanilla Almond ;Individual			18/8oz.
Milk; Almond; Individual			18/8oz
Milk; Shelf Stable; White 1% lowfat	Hershey		27/8oz
Milk; Shelf Stable; Fat Free Chocolate	Hershey		27/8 oz
Milk; Shelf Stable; Fat Free Strawberry	Hershey		27/8oz
Mayo Light: individual packages;			
Mayo; Low Fat; 4/1gal			
Miracle Whip Lite; 200 ct. individual packages	Kraft		
Salad Dressing Low Fat' 4/1 gal			
Mustard; prepared; individual packages; 500ct.			
Mustard; Bulk 4/1gal			
Oats, Quick-Cooked; 12/42oz per case			
Oil, Vegetable			35 gal
Oil, Soybean			35 gal
Onions, dehydrated			
Pan Coating; Aerosol; 6 cans			
Pan Coating; Aerosol; Butter-Flavored; 6 cans			
Pickles, Sweet Gherkins; gallon			
Dill Pickles, sliced, 6#10 cans			6/#10 cans
Dill Pickles, sliced, 5 gallon bucket			1/5 gal
Pickles; dill spears; 5-gallon bucket			1/5gal
Dill Pickle Spears; 6/#10 cans			6/#10 cans
Picante Sauce Pkt; Individual			
Raisins, bulk			
Raisins, Individual box			
Raisels; 200 per case; 1.5oz. counts as 1 serving of fruit			
Ranch Cups, Individual; lite 1 oz(100 ct)			
Ranch Dressing Packets (210 ct)			
Rice, Brown, Bulk W/G; 25#			1/25#
Seasoning Mix; Chicken Fajita			
Seasoning Mix; Chili 1/gallon	Williams		
Seasoning Mix; Sloppy Joe 6/9oz packets			
Seasoning Mix; Taco; 6/9oz packets	Lawry		
Shape Ups; 100% Fruit Juice Cups; 96/4.4oz per case; equal ½ cup fruit			
Scooby Doo Fruit Snack			
Soup Base; Chicken Real; Low Sodium; 6/1lb.			
Soup Base; Beef Base; Low Sodium; 6/1lb.			
Sour Cream Packets, individual, fat free 1 oz			
Sour Cream, Bulk			
Spices; 1lb. containers; granulated garlic, garlic powder, garlic pepper, and Italian Seasoning, celery salt, Paprika, Poutry Season, Rotissiere Chicken Season, White Pepper, black pepper			1/21oz 1/6.25oz
Sugar Substitute, Splenda; Individual Pkt			1/2000 ct
Syrup; pancake & Waffle; regular table maple flavor; 200/.5oz cup with peel back tops			200/1oz
Taco Sauce; Mild individual packets; 9gm/500ct packets	Casa Solana		
Tea Bags; large			32/4oz
Gatorade—smart snack bottles			

Tea; Bottle; Mango;60 Calories			
Tea; Bottle; Peach			
Vanilla Flavoring; gallon jug			
Vegetable Juice; shelf stable, 4oz eq V/F			
Vegetable Juice; shelf stable 6 oz eq V/F			
Water; bottled; 16.9oz.			
Whipped Topping; prepared; tubs; (cool whip)			
Yeast;Bag; 20/1lb.(Buy American)			
Yogurt; Vanilla Bulk; Nonfat; 6/4lb bags			Bulk
Yogurt, Individual cups; 4 oz, variety flavors			48/cs
<b>Staples</b>	<b>BRAND</b>	<b>BID UNIT</b>	<b>EST. UNITS</b>
Cocoa, Powdered; 5 or 10 lb container			1/5#
Coffee; Gourmet; 1.4 oz filter pack			48/1.4 oz
Creamer, Coffee Mate			
Corn Meal; 25lbs			
Flour; White; All-purpose; enriched 25lb.			
Flour; Whole Wheat; enriched 25#.			
Oil; 35/gallon			
Pepper; Black; 18oz. jar			
Pepper; White; 18 oz jar			
Salt; Iodized; round boxes	MORTON		24/26oz
Shortening; 3lb.cans	Crisco		12/3#
Soda, baking; must be 100% baking soda			
Sugar; granulated; 25# (Buy American)			25#
Sugar Light Brown; 12/2lb. bags			
Sugar Powdered/Confectioners; 12/2lb. bags	DOMINO		
Tony's Creole;Seasoning salt free			
<b>SUPPLIES</b>	<b>Brand</b>	<b>Bid Unit</b>	<b>Est. Units</b>
Aprons; plastic; case			5/100ct
Bags; brown paper; #12			
Bags; plastic; storage; zip seal; gallon			250ct
Bags; plastic; storage; zip seal; quart			500ct
Band Aids; Blue Fabric			
Bleach; Chlorine, liquid;			4/1 gal
Boil Out Deep Fryer Cleaner			
Bowls; hot or cold insulated containers; 4oz	DART		1000ct
Bowls; foam; 12oz; straight sides	DART		1000ct
Brooms, heavy duty			
Brooms, Push Broom heavy duty			
Burn Cream			
Carts			
Comet w/Bleach Spray Cleaner			
Cups; foam; 4 oz			
Cups; foam; 6 oz			
Cups; foam; 8oz			
Cups; foam; 12 oz			1000ct
Cups; foam; 16oz	DART		1000ct
Cups; parfait; all in one cup			
Dawn; dishwashing liquid; Blue; manual pot and pan detergent; 38fl oz. bottles;			8/38oz

Disinfectant Spray			
Dishers, Stnls all sizes			
Film; plastic; roll; 18" wide			1/18"
Drain pipe solution			
Foil Aluminum;heavy;18" wide			1/18"
Foil Sheets;9x10.75; 500sheets			500 sheets
Foil Wraps; 14x16; 2/500pk			2/500pk
Food Labels; self adhesive			
Forks; plastic; black; (Mid-Hvy) 1000count			1000ct
Forks; silverware; bulk			
Gloves; latex Rubber Reusable Gloves			
Gloves; surgical/latex style; powder-free; medium, large, & XL size			10/100ct
Hairnets; case			
Knives, Chopping: Large			
Knives, Paring; small			
Lids; to fit 4oz. & 6oz. hot or cold insulated containers; no vent	DART		1000ct
Lids, vented to fit 8 oz Styrofoam cups			
Lids, vented; to fit 4-6 oz cup			
Lids; to fit 12oz bowls with straight sides	DART		500ct
Lids; to fit portion cups; plastic translucent; 1oz.,2oz.,3.25oz. &4oz.			2400ct
Light Bulbs 60 wt			
Liner Trash Bags; 38x58; .95 ml; 100/60gallon			100ct
Lysol Disinfectant Spray Cans			
Mops, heavy duty /Mop Buckets			
Mop Handles			
Napkins; 150 pack; 9x9x3			6000ct
Napkins; Easy Nap			
Pan Bags; Hotel; approximate size 34x25x16			
Pan Liners; paper; quillon treated approximate size 16.5x24.5; 1000ct.			
Pan Liners; paper; approximate size 27x37			
Paper Plate; 6 inch uncoated			1/1000ct
Pine-Sol cleaner; gallon jugs			
Polish Satin Shine; 6/16oz. cans			
Oven Cleaner			
Oven Mitts			
Oven Pot Holders			
Paper Towels; white 2ply; 11in.x9in.; 30 rolls per case			30/84ct
Polish Satin Cleaner			
Portion Cups; plastic translucent; 2oz.; 12/200ct.			2400ct
Portion Cup plastic Lids; 4 oz Styrofoam cups			
Salad Bar Containers, beige all sizes			
SOS Pads			12/15ct.
Soap, Hand Liquid			4/1gal
Sponge Pad; Green cleaner pads			
Spoons; plastic; black; (Mid-Hvy) 1000 count			1000ct
Spoons; silverware, bulk			
Spork utensil set			
Steel Wool Pads			
Storage Containers w/Lids; Plastic; 12 qt, 18 qt or 22qt			

Straws, unwrapped			
Straws; plastic; wrapped; 7.75in			12000ct
Thermometer; Digital			
Thermometer; dial			
Thermocouple Thermometer Probe			
Thermometers; Refrigerator/Freezer			
Toilet Tissue, Bulk 80 pk			
Towel Roll Non-Perf 7.75 Nat	Torkunv		
Towels; Terry Ribbed; 16x19; 24 ct.			
Trash Cans / barrels/rollers			
Tray; 3 compartment w/lid "take out"	GENPAK		150ct.
Tray; 5 compartment; flat foam; "school" tray	PACTIV		4/125ct.
Tray; 5 compartment; hard; colored serving trays			
Tray; 1lb. boat tray; 2/250 packs			500ct
Tray; 3lb. boat tray; 2/250pk			500ct
Tray; ½ # Boat Tray			500ct
Vinegar, Distilled White			4/1 gal
Vomit Control			
Washing Powder			

Date Adopted: 9/12/17  
 Last Revised: 10/10/2023  
 1/23/2024

Jay Green  
 School Board President

## 7.5F—COMMODITIES BIDDER AFFIDAVIT

JUNCTIONCITY SCHOOL DISTRICT

UNION 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

## **7.5JC—PURCHASED SERVICES PROVIDERS AND IRS 1099**

### **IRS 1099**

Before January 31 of each calendar year, the district will mail or deliver IRS Form 1099 at all purchased services providers who have been paid six hundred or more dollars by the district during the previous calendar year from January 1 to December 31.

Examples of purchased services include but are not limited to the following: legal services, educational consulting or assessment services, occupational or physical therapy, maintenance services, athletic officiating, or any other service the district hires during the course of the year.

### **Statement of Return**

The Statement shall contain the following: The District's name, address, and Employer Identification Number (EIN).

### **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: 8/11/15  
Last Revised:

Jay Green  
Board President



## **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: 7/9/19  
Last Revised:

Jay Green  
School Board President

## **7.7—CASH IN CLASSROOMS**

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

Date Adopted: 11/20/2009  
Last Revised: 07/10/2012

Larry Cannon, School Board President  
Jay Green, School Board President

## **7.8—PERSONAL PROPERTY**

To avoid confusion and the potential for misunderstandings, District staff who brings 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: 11/20/2009  
Last Revised:

Larry Cannon  
School Board President

## **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: 11/20/2009  
Last Revised: 07/19//2011

Larry Cannon, School Board President  
Jay Green, School Board President

## 7.10—PUBLIC USE OF SCHOOL BUILDINGS

It is the policy of the Board that District school buildings<sup>1</sup> may be used by citizens of the District to conduct lawful meetings for social, civic, or recreational purposes provided such meetings do not interfere with the regular school work and proper protection is afforded the district against the potential costs of such use. The Superintendent shall be responsible, with Board approval, for establishing procedures governing such use of school buildings. The governing procedures shall be viewpoint neutral. Building principals shall be consulted to determine if there exists any conflict with planned school activities prior to other groups being allowed to use school facilities.

The District shall establish a fee schedule for the school facilities the District intends to make available for public use.<sup>2</sup> The fee schedule shall be individualized for each school facility and shall be based on a formula<sup>3</sup> that allows the District to reclaim the actual costs incurred by the District from the use of the facility.

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

The District shall also require **any** non-school related group using a district facility to provide proof of having purchased sufficient active and current general liability insurance to cover the damage to, or the cost to entirely replace the structure(s) and furnishing(s), if necessary due to the loss of, or damage to, District property.<sup>4</sup>

Organizations using school facilities assume full and complete responsibility for the conduct of all persons, regardless of age, associated with their use of the facility while they are in or about the facility. Smoking or the use of tobacco or products containing tobacco in any form or the use of drugs or intoxicants is prohibited. Firearms<sup>5</sup> of any kind are not allowed on school property unless the person carrying the firearm is permitted to do so by law as defined in A.C.A. § 5-73-120 or the individual has a valid conceal carry license and leaves the concealed handgun in the individual's locked vehicle.<sup>6</sup>

Notes: <sup>1</sup> Districts have the option to add "outdoor spaces" to the policy to be available for the use of the public in addition to school buildings. If you choose to include outdoor spaces as options for organizations to use, we recommend adding the following language to the end of the policy:  
*Outside organizations who use outdoor spaces shall be responsible for providing any necessary portable toilets. Bathrooms in school buildings will only be available to organizations using outdoor spaces if the organization agrees to pay for the use of the necessary, segregatable and able to be made secure portion of the building in addition to the outside space. If the portion of the building containing restrooms cannot be segregated and/or made secure, both the outdoor and indoor space must be rented and insured against loss or accident.*

<sup>2</sup> ASBA is well aware that many, if not most, Arkansas districts permit outside groups to use district facilities. This is an example of where the public (and often School Boards and Superintendents) are insufficiently aware of the Constitutional constraints on school districts. There are multiple issues involved in any discussion on this topic.

First, there is the issue of a "limited open forum." If your district allows non-school related groups to use a district facility, it cannot deny any group access based solely on the views or beliefs of the organization. (There can, however, be other reasons for denial such as the potential for violence.)

Second, there is Article 14, Section 2 of the Arkansas Constitution which states, "No money or property belonging to the public school fund, or to this State, for the benefit of schools or universities, shall ever be used for any other purpose than for the respective purposes to which it belongs." This has been very narrowly interpreted by Court decisions such that expenditures which do not tangibly benefit students run afoul of the Constitution.

Third, there is the cost, or the potential cost, to the district of outside group use of district facilities. On the surface, the costs would include such things as heating, cooling, and general wear and tear. But there is also the always present possibility that something major could occur such as a fire that could destroy an entire building. While local groups will generally agree with a facility use fee, such a fee will NOT cover the deductible for replacing a building or the loss of use of the building or the disruption to the district's academic program. While most community members will support community use of district facilities, should a major calamity occur, it is not a far stretch to envision a disgruntled patron using the opportunity to sue the district for illegal exaction for violating the Arkansas Constitution. So, while the district would certainly be out the insurance deductible necessary to replace the building, it might well also be out the lawyer fees to defend itself against the suit.

Fourth, while districts have tort immunity, many Joint Use agreements either require or recommend the district fully indemnify and hold harmless the other parties to the agreement. The indemnification language could potentially threaten a school district's statutory immunity from actions for damages and torts under Arkansas law. Moreover the indemnification language would potentially obligate school districts to a financially open-ended indemnification of the other parties to the joint use agreement. The monetary implications of such indemnifications could be material, even catastrophic, for school districts.

Finally, there are Arkansas statutes (A.C.A. § 6-21-101 for example) that, in our opinion, conflict with the restrictions placed on districts by Article 14 of the Arkansas Constitution. While statutes are presumed sound until determined otherwise by a court, ASBA is sufficiently concerned about the defensibility of the statutes that it is not willing to write a Joint Use Agreement model policy. ASBA staff spent many hours working with the DESE Coordinated School Health trying to find a way to support the Joint Use program. The longer we worked on it, the more complicated the issues became until we finally came to believe the program flies in the face of Article 14 and we had to discontinue our association with the program. At a minimum, we urge any district considering a Joint Use Agreement to seek legal counsel before signing any agreement.

The changes to this policy are the result of ASBA's considerable time spent working on the Joint Use issue. ASBA's position is not philosophical, we strongly support the concept of Joint Use, but believe the Constitution will have to be amended before districts can participate without fearing potential major adverse consequences.

<sup>3</sup> The formula should include, at a minimum:

- ✓ Labor for preparing, opening, closing, and cleaning the school facility, at the rate of one and three quarters (1.75) times the highest paid hourly rate of the appropriate non-exempt staff position set in the District's salary schedule;
- ✓ Discuss with your custodial supervisor the amount of time and staff that would be required for each facility.
- ✓ If a particular facility may require a district employee to be physically present during the use by the public, such as a food service worker to safely operate the cafeteria's equipment, include that cost in the fee based on the same calculation method as for the custodial employees.
- ✓ The one and three quarters (1.75) multiplier is intended to include possible overtime as well as retirement and benefits that are required to be paid by the district.
- ✓ An amount to cover consumable supplies, such as janitorial supplies, toilet paper, paper towels, etc.; and
- ✓ A base rate to cover wear and tear, utilities, and other fixed expenses of the district.

<sup>4</sup> districts should independently verify that the certificate of insurance coverage is valid and in force for the event and time period in question.

<sup>5</sup> Your district could include weapons besides firearms in this sentence if you choose to do so.  
Consult A.C.A. § 5-73-120 for a list of possible weapons.

<sup>6</sup> A.C.A. § 5-73-119(e)(12) allows for a concealed carry license holder to have a concealed handgun in a locked vehicle on the school parking lot.

Legal References:      A.C.A. § 5-73-119  
                                 A.C.A. § 5-73-120  
                                 A.C.A. § 6-10-132  
                                 A.C.A. § 6-21-101  
                                 Arkansas Constitution Article 14, § 2

Date Adopted: 7/9/19  
Last Revised:

Jay Green  
School Board President

## **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.

Legal Reference: Arkansas Constitution Article 14 § 2

Date Adopted: 11/20/2009  
Last Revised:

Larry Cannon  
School Board President



## **7.12—EXPENSE REIMBURSEMENT**

The requirements of this policy shall govern reimbursement for expenses related to travel and/or attendance at conferences and professional development activities incurred by district employees and/or members of the Board of Directors on behalf of the district. Employees are only eligible for reimbursement for travel expenses for travel which has been approved in advance. Original receipts must accompany all requests for reimbursement to the extent that such receipts are customarily available. For a receipt to be valid it should contain the name of the issuing company, the date, and the amount. No cash advances shall be made for travel. Mileage, lodging, and meal expenses will not be reimbursed when incurred for the personal convenience of the employee and not required by the reason for the travel. Reimbursement for travel shall be for the lesser of the cost between travel by air or by car with some consideration allowed for length of time of the method of travel.

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

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

### **Reimbursable Expenses**

Mileage that is driven for a district sanctioned purpose in an employee's personal vehicle shall be reimbursed provided appropriate documentation is submitted establishing the date and time, place, and purpose of the travel. Mileage shall be reimbursed at the current rate authorized by the state (presently forty-two (42) cents per mile) and shall be based on the shortest, most reasonable, route available.

Meals may be reimbursed for travel which necessitates an overnight stay when submitted according to the dictates of this policy. Reimbursement shall be prorated based on the percent of a day the employee is away on travel. For example, if an employee returns from his/her travel in the afternoon, he/she is only eligible for reimbursement for breakfast and lunch expenditures. Meals shall be reimbursed for the actual expense (\$35.00 per day) to the extent that they are not lavish and are reasonable based on circumstances. Except as otherwise specified by this policy, meals are only reimbursable in conjunction with travel requiring an overnight stay.

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

Travel necessitating overnight lodging shall be reimbursed to the extent that it is not lavish and is reasonable based on circumstances of the expenditure. Proper documentation establishing the date and time, place, and purpose of the travel must be submitted along with a receipt for the overnight accommodations. To the extent practicable, employees shall receive assistance from administrators or their designee in arranging travel plans to help keep expenses to a minimum.

## **Expenses not covered**

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

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

## **Credit Cards**

Only those employees specifically issued credit cards to be used in the performance of their jobs to purchase goods, services, or supplies on behalf of the district shall be allowed to use such cards.

Employees who incur reimbursable expenses as defined in this policy are expected to pay for them initially by any means they choose and then submit their request for reimbursement. The district assumes no responsibility for the payment of any personal credit card charges incurred by a district employee.

## **Airport Associated Expenses**

Receipts for airport associated expenses are required for reimbursement. All airline flights shall be by coach/economy class. Upon arrival at their destination, employees are expected to take the less expensive option between a taxi and an airport shuttle service to his/her hotel or meeting site. When circumstances dictate that a rental car is necessary and/or the most economical approach to the travel requirements, the least expensive car that will accomplish the job should be rented. The district shall not reimburse for any kind of rental car supplemental insurance.

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

Date Adopted: 11/20/2009  
Last Revised:

Larry Cannon  
School Board President

## 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 Division's 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<sup>5</sup>. The district will strive to dispose of surplus items at or near their FMV. The real property may be listed for sale with a real estate broker, and the Superintendent or designated individual may contract on behalf of the district to pay the usual and customary sales commission for such transactions, upon sale of the property.

If the Superintendent chooses to dispose of the surplus items by bid, the Superintendent or designee(s) may set a minimum or reserve price on any item, and may reject all bids. The Superintendent or designee is authorized to accept the high bid provided the high bid is at or near FMV without further Board action unless the high bid comes under the jurisdiction of Arkansas ethics legislation, in which case the provisions of A.C.A. §§ 6-24-101–107 would apply.

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

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

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

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

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

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

#### **Trash**

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

Legal References:      A.C.A. § 6-13-111  
                                 A.C.A. § 6-13-620  
                                 A.C.A. § 6-21-108

A.C.A. § 6-21-110  
A.C.A. § 6-21-803  
A.C.A. § 6-21-806  
A.C.A. § 6-21-815  
A.C.A. § 6-21-816  
A.C.A. § 6-24-101–107  
2 C.F.R. § 200.311  
2 C.F.R. § 200.313

Date Adopted: 7/6/17

Jay Green, School Board President

## 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 phone 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.<sup>1</sup>

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: <sup>2</sup>

- **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:<sup>3</sup>

- **Suspension for students; and**
- **Termination for employees.**

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



school purposes should be issued the appropriate IRS form (1099) stating the amount of income they have been paid by the district.

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

<sup>2</sup> This sentence is included because insurance companies have ruled that injuries occurring while driving and talking on school issued cell phones are subject to workers comp awards.

<sup>3</sup> This sentence was added due to the dangers involved for both drivers and pedestrians associated with distracted driving. A.C.A. § 27-51-1609 prohibits the use of a "wireless handheld telephone" while in a school zone for any purpose when that use is not hands free. While the policy language exceeds the statutory language, we believe the expanded language is important for the protection of students and employees alike.

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

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

Date Adopted: 7/9/19  
Last Revised:

Jay Green  
School Board President

## 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:<sup>1</sup>
  - 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<sup>2</sup>**
- d. **Student records of attendance/graduation – forever<sup>3</sup>**
- e. **Financial Records – five (5) years<sup>4</sup>**
- 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<sup>5</sup>**
- 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<sup>6</sup> – 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<sup>7</sup>**
- i. **Expenditures made with federal grant monies<sup>8</sup> – 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<sup>9</sup>**
- 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.<sup>10</sup> 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.<sup>11</sup>

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.<sup>12</sup> The system shall be communicated to employees in a manner that enables them to understand and follow the system's requirements.

In retaining and destroying records, no employee shall:

- Destroy, alter, mutilate, conceal, cover up, falsify, or make a false entry in any record that may be connected to a disciplinary matter or lawsuit or to a matter within the jurisdiction of a federal or state agency, in violation of federal law and regulations or state law and rules.
- Alter, destroy or conceal a document, or attempt to do so, with the intent to impair the document's availability for use in a disciplinary matter, lawsuit or an official proceeding or otherwise obstruct, influence or impede any lawsuit or official proceeding, in violation of federal law and regulations or state law and rules.
- Retaliate or discriminate against an employee who refuses to violate this policy or to coerce or threaten an employee to violate this policy.

Failure to follow the requirements set forth in this policy may result in disciplinary action against the employee(s), up to and including termination. The district's board of directors prohibits and will not tolerate any form of reprisal, retaliation or discrimination against any employee who, in good faith, has attempted to comply with this policy.

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

<sup>2</sup> These are the records required to be maintained during a student's attendance at your district and must be aligned with Policy 4.38—PERMANENT RECORDS.

<sup>3</sup> This is limited to the dates a student attended school in your district and if the student earned a diploma. This is information students and adults need from time to time to prove they lived somewhere or to enroll in a college, for security clearances, or for background checks.

<sup>4</sup> This is a suggested length of time. The minimum time your district must keep financial records (specifically original receipts of district expenditures) is until the records have been audited. In setting up your retention schedule, you might consider the warranty and/or depreciation schedule of the items purchased and keep all financial records until, at a minimum, the warranty has expired or the item has been fully depreciated. As with all other retention schedules, relevant data must be retained if there is pending litigation or the likelihood of litigation until the matter is resolved.

<sup>5</sup> A.C.A. § 6-24-115 makes it a criminal act to violate the statutes governing Board member and District employees' ethical behavior. A.C.A. § 5-1-109(c)(2) allows for a public servant to be charged for felonious conduct for up to ten years after the officer leaves office or the violation

should have been discovered (whichever comes first), but this can be extended by an additional three years if the individual is out of state for a continuous period under A.C.A. § 5-1-109(g). Employees are included in the definition of public servants so the same retention requirements apply to both Board members and employees.

<sup>6</sup> DESE's rules only require all documentation to be retained for an individual if the **total** amount of the payments or reimbursements from vendors the individual receives during the fiscal year amount to three hundred dollars (\$300) or more. We recommend retaining the documentation on **all** individuals regardless of whether the dollar amount was reached.

<sup>7</sup> The requirements contained within A.C.A. § 21-3-302 and 303 necessitate the addition of this record retention category. The five (5) year retention length is not required by statute but is recommended. Any civil suit that would require the documents included in the employment application would be barred after five (5) years by A.C.A. § 16-56-115. Retention for the five years would assure you had the necessary records if a suit was filed during that time.

<sup>8</sup> We suggest making this determination on a case-by-case basis using the latest of: the terms required by the grant, any related litigation is concluded, the records have been audited, or the 5 year statute of limitations for contracts has expired.

<sup>9</sup> **Routine** deletion of records, email or other records, is not a problem **so long as** prompt action is taken to stop the deletion relating to matters that common sense and/or previous experience indicates could result in legal and/or disciplinary action. In districts that have routine deletion settings for electronic devices, the person responsible for halting the routine destruction of district records will need to inform the district's Network Administrator (or equivalent) when events trigger the need to retain information that would otherwise be routinely deleted.

<sup>10</sup> Due to the potential adverse repercussions for the failure to cease the destruction of such records, the person responsible for making a "cessation" decision should be close to the source of the cause precipitating the cessation. When an incident occurs that common sense and/or previous experience indicate could result in legal and/or disciplinary action, the routine destruction of district records relating to the incident must be suspended until such time as the legal or disciplinary action, or the likelihood of such action, has concluded. The Federal Rules of Civil Procedure (FCRP) as amended in December of 2006 specifically require litigants to be able to produce pertinent electronically stored information (ESI). FCRP's Rule 37(f) specifically acknowledges the need for routine deletion of records. The issue becomes one of a "good faith" effort to stop record destruction when necessary. The committee's (responsible for developing the rules) notes on this matter state:

*When a party is under a duty to preserve information because of pending or reasonably anticipated litigation, intervention in the routine operation of an information system is one aspect of what is often called a 'litigation hold.' Among the factors that bear on a party's good faith in the routine operation of an information system are the steps the party took to comply with a court order in the case or party agreement requiring preservation of specific electronically stored information.*

Records that cannot be produced in a timely manner and/or have been destroyed when common sense and/or previous experience indicated legal and/or disciplinary action could result can cause

the district unnecessary and expensive trouble. Besides the inevitable bad public relations of having destroyed records that, the press will be sure to point out, obviously should have been retained, there can also be significant financial costs and/or penalties for the process of attempting to retrieve the records. ASBA would like to stress that deleting electronic records doesn't really get rid of them until they have been overwritten several times by new entries. The process of getting to the supposedly deleted records can be a costly one.

<sup>11</sup> If there is any doubt concerning the need to retain, prudence would dictate retention.

<sup>12</sup> While there is a need and/or a place for different formats of document storage/retention (paper, audio tape, video tape, micro-fiche, computer disk), the space required for records storage quickly tilts the equation in favor of electronic methods to the maximum extent possible. The vast majority of documents can be transferred electronically (if created electronically) or scanned into a digital format (if created on paper) and stored on external hard drives, firewalls, servers, tape drives, CDs or DVDs. While this method/process is not free, it can be relatively inexpensive and quite possibly save the district money in the long run when stored records are needed. Consult with your district's technology person to devise the system that will best meet your district's needs, but here are a few points to consider. 1) When scanning, store the documents as PDFs which uses little memory space. If you do the scanning in an Optical Character Recognition (OCR) format, the final documents can be stored in a data base and searched which can save you many hours and much frustration when you need to retrieve something (which is, after all, the reason for the storage). 2) Make multiple copies of the stored documents on separate external storage devices and store the duplicate devices at separate locations to ensure the survival of at least one copy if there is a fire or natural disaster that destroys one of the storage sites. This should be included as part of the district's Disaster Recovery Plan. 3) It is important to remember that technology gets old and obsolete. This necessitates that you establish a schedule or a trigger for the updating of the stored data/documents that are to be retained for more than 10 years. For example, CDs and external hard drives are being replaced with storage servers or cloud-based storage. In short, you need to include file format update/upgrades as part of your district's technology plans.

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

Legal References:	A.C.A. § 5-1-102
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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: 7/7/2020  
Last Revised: 7/13/2021

Jay Green  
School Board President

## 7.16—INFORMATION TECHNOLOGY SECURITY

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

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

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

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

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

- ✓ Student personally identifiable information, except as allowed by the Family Educational Rights and Privacy Act (FERPA);<sup>1</sup> and
- ✓ Employee personally identifiable information, except as required by Ark. Code Ann. § 6-11-129.

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

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

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

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

Server rooms and telecommunication rooms/closets shall be protected by appropriate access control. The rooms shall be segregated from general school or District office areas to restrict access. Server room



access control shall be enforced using keys to allow unescorted access only to IT or management staff who require the access to perform their job functions.

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

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

- a) A network diagram identifying all connections, addresses, and purpose of each connection including management approval of all high risk internet facing ports such as mail (SMTP/25), file transport protocol (FTP/20-21), etc.
- b) All public facing (internet) servers and workstations segmented on a demilitarized zone (DMZ) that keeps them separate from the internal District network. Segmentation shall be through firewall, router, virtual local area network (VLAN), or a similar network access control device that does not allow internet traffic to access any internal system without first passing through a DMZ or network device rule set.

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;<sup>2</sup>
- 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.<sup>3</sup>

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

More information, including a copy of DESE's IT Security Policy, may be found at <https://adedata.arkansas.gov/security>.

<sup>2</sup> The list of recommended emergency contacts contains:

- a) Vendors;
- b) DIS;
- c) DESE/APSCN;
- d) Law enforcement; and
- e) District employees.

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

<sup>3</sup> DESE recommends that districts consider implementing enterprise servers for required updates to conserve network resources.

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

Date Adopted: 7/19/2019  
Last Revised: 7/12/2022

Jay Green  
Board President

## 7.17.2—NON-DISCRIMINATION IN FOOD SERVICE PROGRAMS

In accordance with Federal law and the U.S. Department of Agriculture (USDA) regulations, the Junction City School District shall not exclude from participation in, deny the benefits of, or subject to discrimination any individual as part of any of the District's food service programs on the basis of race, ethnicity, color, national origin, sex, sexual orientation, gender identity, age, or disability. The District shall not allow reprisal or retaliation against any individual for prior civil rights activity.

Food service program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain food service program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the District, Child Nutrition Unit of the Division of Elementary and Secondary Education of the Arkansas Department of Education, or the USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a food service program discrimination complaint, a Complainant should:

- Complete a USDA Program Discrimination Complaint Form (Form AD-3027), which can be obtained:
  - Online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>;
  - Calling any USDA office at (866) 632-9992; or
- Writing a letter addressed to USDA that:
  - a. Contains:
    - 1. The complainant's name, address, and telephone number; and
    - 2. A written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation; and
  - b. Submitted to USDA by:
    - 1. Mail:  
U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
    - 2. Fax at either:
      - (833) 256-1665; or
      - (202) 690-7442; or
    - 3. Email:  
[program.intake@usda.gov](mailto:program.intake@usda.gov)

The Junction City School District is an equal opportunity provider.

Note: A copy of this non-discrimination notification must be included on all print and non-print food service program materials, including, but not limited to, audio, video, website, brochures, newsletters, and by-laws.

Cross References: 4.50—SCHOOL MEAL MODIFICATIONS  
4.51—FOOD SERVICE PREPAYMENT  
4.58—FOOD SHARING AND ITS REMOVAL FROM FOOD SERVICE AREA  
7.17—FOOD SERVICE PREPAYMENT  
7.17.1—EXCESS FOOD

Legal References: Commissioner's Memo CNU-22-028  
7 C.F.R. Parts 15, 15a, and 15b  
7 C.F.R. § 210.23  
20 U.S.C. 1681 et seq.  
29 U.S.C. 794 et seq.  
42 U.S.C. 2000d et seq.),  
42 U.S.C. 6101 et seq.  
42 U.S.C. 12101 et seq.

Date Adopted: 7/12/2022  
Last Revised:

Jay Green  
Board President

## 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<sup>1</sup> to pick up the item he/she left at the district. If the owner fails to pick up the item within the time allotted, the district may dispose of the item in a manner of its choosing.

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

Notes: The first paragraph of this policy is short, but it has great importance especially if your district has not been submitting reports as the law requires. Checks are considered to be non-negotiated when they have not been paid by the bank from the school district's checking account and shown as cleared on the school district's bank statement. Funds are considered "unclaimed" after a check has been issued and mailed, but is not presented for payment at the bank or appear on the bank statement in the twelve (12) month period after it has been issued. Districts are required to file annual reports by October 31.

The state auditor's website, [auditor.ar.gov](http://auditor.ar.gov), has a section that does a good job of explaining the requirements.

<sup>1</sup> You may choose the time period that works for your district. Enforcing the time limit may depend on the item that has been left behind and possible circumstances surrounding how the item was left at the district.

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: 7/7/2020

Last Revised:

Jay Green  
School Board President

## 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<sup>1</sup> (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.**<sup>2</sup>

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

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

The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do **not** constitute work or tasks for the purposes of this policy; no animal brought solely for any of these reasons shall be permitted on school grounds.<sup>3</sup>

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.<sup>4</sup>

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

Notes: The Department of Justice has published an FAQ on service animals. A copy may be found on the Policy Resources Page at <https://arsba.org/policyresources>.

Additional information on the distinction of an emotional support animal from a service animal can be found in A.C.A. § 20-14-1001 et seq.

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

<sup>2</sup> Districts are **not** allowed to ask about the nature or extent of a person's disability.

<sup>3</sup> This paragraph is optional. The school is not required to allow an individual to bring an animal that is only for crime deterrence, emotional support, or comfort onto school grounds but may do so if it wishes.

<sup>4</sup> The District can only charge an individual with a disability for damage caused by his or her service animal if it charges other individuals for damages they cause.

Legal References:      28 CFR § 35.104  
                                 28 CFR § 35.136  
                                 28 C.F.R. § 36.302  
                                 A.C.A. § 20-14-304  
                                 A.C.A. § 20-14-308  
                                 A.C.A. § 20-14-314  
                                 A.C.A. § 20-14-1001 et seq.

Date Adopted: 7/9/19

Last Revised: 7/13/2023 (Update. Change  
did not require board action.)

Jay Green,  
Board President

## **7.20—ELECTRONIC FUND TRANSFERS**

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

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

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

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

Cross Reference:        1.16 —DUTIES OF BOARD DISBURSING OFFICER

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

Date Adopted: 7/9/19  
Last Revised:

Jay Green  
School Board President

## 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 [a](#) 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: 06/10/2014  
Last Revised:

Jay Green  
School Board President

## **7.22—PRIVATE SPONSORSHIP OF EXTRACURRICULAR EVENTS**

The Superintendent, or designee, may negotiate for the private sponsorship of an event to take place during the time allotted for a half-time break of any of the District's interscholastic activities. The amount of time for a half-time break shall not be extended for the event.

The school district shall not discriminate against potential sponsors based on political affiliation, religion, or perceived message. The superintendent, or designee, may decline sponsorship for any of the following reasons:

- ✓ The sponsored event would conflict with school or school group presentations;
- ✓ The proposed event would be logistically impracticable due to the estimated time, required materials for the event, or for other reasons associated with the implementation of the event;
- ✓ The proposed event would make continuation of the interscholastic activity impracticable due to residual mess/trash resulting from the activity; or
- ✓ The proposed event would present an unacceptable safety risk to students or viewing audience.

The superintendent's, or designee's, decision to accept or decline the proposed sponsored event shall be final.

Any potential sponsor shall be required to demonstrate proof of an in force, minimum face value one million dollar (\$1,000,000) general liability insurance policy that would cover the event. The sponsor must also agree to indemnify the school against any damages to school property, school employees, students, or bystanders that arise as a result of the sponsored event as well as from any law suits that are filed in response to such damages.

There shall be no live or recorded speech, music, or other media provided by the sponsor used during the sponsored event. A member of the school's administration shall announce the name of the sponsor of the event and shall be present to assist in conducting the event. The school administrator shall be a neutral participant and shall only make content neutral statements during the event. To meet this standard, the administrator shall not promote or act in a manner that creates the appearance, or that could give the impression, that the District sponsors, endorses or otherwise agrees with the product, person/group, or event being promoted by the sponsor. No school employee may act as the representative of a sponsor or wear attire/apparel that is provided by the sponsor or that could be interpreted as promoting the sponsor's interests. Employees or representatives of/affiliated with the sponsor may be present at the event and stand with the member of school administration who is announcing and conducting the event; such employees/representatives of the sponsor may wear clothing identifying them as sponsors of the event.

The superintendent, or designee, shall have the authority to regulate the time, place, and manner of the distribution of promotional materials by the event sponsor. "Promotional materials" includes, but is not limited to, pamphlets, pens/pencils, sports equipment (whether miniature or full sized), or clothing. The event sponsor shall provide the superintendent, or designee, with a complete list of the types of promotional materials the event sponsor intends to distribute at the event so that the superintendent, or designee, may make an informed decision on the time, place, and manner of distribution that would result in the least amount of disturbance with the interscholastic activity.

The superintendent, or designee, should take the following into account when determining the best time, place, and manner of distribution of promotional materials:

- ✓ Whether the promotional materials could be a distraction to participants in the interscholastic activity due to the promotional material emitting light or noise;
- ✓ Whether the promotional materials have a high possibility of being able to be used against participants of the interscholastic activity to attempt to alter the outcome of the activity;
- ✓ The possibility that the promotional materials would be left by recipients to become litter; and
- ✓ The possibility that the promotional materials would divert the attention of the audience from the interscholastic activity.

The superintendent, or designee, shall limit the distribution of promotional materials to audience members when they are entering the school building/arena, during the sponsored half-time event, and/or when they are leaving the school building/arena. The superintendent's, or designee's, restrictions on the time, place, and manner of promotional materials shall be final.

Any funds received through private sponsorship shall be placed in the District's Activity Account. The superintendent, or designee, should follow the policy for receiving public gifts or donations when negotiating the sponsorship amount, as set forth in policy 6.3—Public Gifts and Donations to the Schools.

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

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

Date Adopted: 7/9/19  
Last Revised:

Jay Green  
School Board President

## 7.22F—EVENT SPONSOR AGREEMENT

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

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

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

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

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

### Indemnification Agreement

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

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

\_\_\_\_\_  
Sponsor Representative’s Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
District Representative’s Signature

## **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<sup>1</sup> 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;<sup>2</sup> 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.<sup>4</sup> 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<sup>5</sup> 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).<sup>6</sup>

### **District Contribution to Premiums**

At a minimum, the District shall distribute the established contribution rate to all employees who are enrolled in one of the PSELHIP plans.<sup>7</sup> 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:<sup>8</sup>

- 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<sup>9</sup>;
- 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<sup>10</sup> of both July and August.

### **Measurement Method of Employee Hours<sup>3</sup>**

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

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

### **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".<sup>11</sup>

### **IRS Returns**

The District will electronically file with the IRS by March 31 of each year the forms<sup>12</sup> 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.

Notes: This Policy is not intended to provide information on the specifics of the differences between the available PSELHIP plans; such information may be requested from the Employee Benefits Division (EBD).

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

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

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

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

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

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

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

<sup>6</sup> A consumer-driven health plan option is a health insurance plan that qualifies as a high deductible health plan. Currently, the PSELHIP plans that qualify as consumer-driven health

plans are the Classic and Basic Plans. Districts may satisfy the training requirement by allowing a representative from the EBD's list of approved vendors to speak with the district's employees.

<sup>7</sup> The amount for the minimum contribution rate is established by the House and Senate Education Committees as part of the adequacy. When a district employee has elected the employee and spouse plan or the family plan and the employee's spouse also works for the district, the employee who is the primary insured individual is the only individual considered to have "elected to participate"; thus, the district is only responsible to pay a contribution rate for one employee rather than for both the employee and spouse.

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

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

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

<sup>9</sup> We have put in a floating date for when employees have to notify that they are transferring that allows the policy to automatically take into account any extensions due to school being closed.

<sup>10</sup> The 15<sup>th</sup> is only a recommended date. The date must be set to allow a reasonable amount of time for collection from the employee but still allow the district to make a timely payment for health insurance premiums to EBD.

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

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

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

Cross Reference: 7.15—RECORD RETENTION AND DESTRUCTION

Legal References: A.C.A. § 6-17-1117  
A.C.A. § 21-5-401 et seq.  
26 C.F.R. § 54.4980h-0 et seq.  
26 C.F.R. § 31.6001-1  
26 C.F.R. § 301.6056-1

Date Adopted: 7/9/19  
Last Revised: 7/12/2022

Jay Green  
Board President

## 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 \_\_\_\_\_. 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 central administrative offices;
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.

Date Adopted: 7/9/19

Jay Green  
President

## 7.24 ADVERTISING ON SCHOOL BUSES

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

The District has chosen **NOT** to permit the selling of advertising space on District owned school buses and shall **NOT** use the space provided by law for any purpose.

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. § 210.30

Date Adopted: 7/6/17

Jay Green, School Board President

## 7.6JC – PURCHASE ORDER PROCEDURES

The Junction City Board of Directors and Arkansas Audit Laws and Procedures require a uniform process for the authorization of a purchase order (PO) by the Junction City School District. All staff must adhere to the following processes before item(s) or service(s) are purchased using Junction City School District funds regardless of the fund source.

- ✓ Prior to placing an order committing district managed funds, a purchase order is not authorized until it is approved by the Superintendent or his/her designee.
- ✓ All staff must first complete a requisition for funds that includes a brief description of desired item(s) or service(s). The staff member requesting the funds must provide quotes for the item(s) or service(s) which can be a printed screen shot from an online vendor or a printed quote received via electronic communication.
- ✓ Staff must then present the requisition to the building level secretary, the director of special programs, or the district office business department.
  - For items requested at the building level like curriculum or classroom supplies or services, furniture, or athletic department supplies, the building secretary will then forward the requisition to the building principal. The principal can either deny or accept the requisition.
  - If approved, the building principal then signs the requisition and the building level PO is issued. The PO is then sent to the superintendent's office for signature. If approved, the authorization is given to the staff member making the requisition to move forward. Please note that an athletic purchase order must have the athletic director's or assistant athletic director's signature along with the signatures of the principal and superintendent before authorization.
- ✓ Requisitions for items or services that are paid using restricted funding such as ESA, ESL, grant, or any Federal money with the exception of special education money will be forwarded to the Director of Special Programs for approval before superintendent's approval.
- ✓ A requisition that will be paid with Special Education money will be forwarded to the LEA supervisor for approval prior to final approval by the superintendent.
- ✓ Credit card purchases after approval are completed by the district business office only.
- ✓ The SFA may make purchases from the approved list of vendors without superintendent's signature.
- ✓ The staff member requesting the PO must ensure that the correct billing and shipping addresses are supplied to vendors.
- ✓ Upon receipt of purchased items, the staff member must inspect delivery. If there is a problem with delivery, the staff member is to notify the appropriate office.



- ✓ After inspection staff member must notify the appropriate office that all items were shipped as ordered and in good order.
- ✓ The staff member must immediately notify the appropriate office if the ordered item(s) does (do) not arrive as scheduled from the vendor.
- ✓ The staff member is responsible for correcting any problems with vendors, but office staff, including the district office, will aid the staff member.

Date Adopted: 2/9/2021

Jay Green  
School Board President