Meeting Packet

Board Workshop

Thursday, January 4, 2018

05:30 PM



NORTH LITTLE ROCK SCHOOL DISTRICT OFFICE OF THE SUPERINTENDENT

AGENDA

Board Workshop

Administration Office 2700 N. Poplar North Little Rock, Arkansas 72114

Thursday, January 4, 2018 05:30 PM

I. Construction Facilities Plan

Construction Facilities Plan - January 2018.pdf (p. 3)

II. Technology

Technology Quote - January 2018 - 2.pdf (p. 4)

III. Board Policies Section 1 - Board Governance and Operations

Section 1 - BOARD GOVERNANCE AND OPERATIONS - Board Workshop January 2018.docx (p. 14)

IV. Discipline Report

North Little Rock School District

Projects and Equipment List

Updated 12.15.2017

Middle School

- 1. Parking Lot- \$1,200,000.00
- 2. Update HVAC controls system for energy savings- \$250,000.00
- 3. New Clock, Bell and Intercom System \$243,989.00 (Owner responsibility)
- 4. New student furniture for all classrooms \$192,000.00 (Owner responsibility)
- 5. Additional cameras for security monitoring \$50,000.00 (Owner responsibility)
- 6. New flooring 115,000 square feet of 250,000 sq. ft. building \$862,500.00
- 7. Paint classrooms only \$402,500.00
- 8. Remodel all restrooms \$600,000.00
- 9. Remodel Auditorium \$4,250,000.00 *

High School

- 1. Hallway panels to prevent sheetrock damage- Projected cost \$236,000.00
- 2. Restroom panels- Projected cost \$75,000.00
- 3. Television Production Cabling for NLR Arena and New Gym \$ 6,824.76 (Owner responsibility)
- 4. Additional Cameras for security monitoring \$50,000.00 (Owner responsibility)

Academy

- 1. Hallway Air- Cost requested by Academy \$60,000.00
- 2. New student furniture for all classrooms \$41,600.00 (Owner responsibility)
- 3. New Clock, Bell and Intercom System Included in NLRMS Price Estimate (Owner responsibility)

Glenview

- 1. Sidewalk to playground \$4,500.00 (Owner responsibility)
- Pre-Kindergarten Awning/Access \$175,000.00 allowance

Pike View Early Childhood

Upgrade intercom system and add outdoor speakers - \$10,000.00 allowance (Owner responsibility)

Seventh Street

- 1. Pave gravel parking south side of campus \$20,000.00
- 2. Pre-K Sidewalk- \$4,500.00 (Owner responsibility)

Other items:

- 1. Middle School Gym Floor \$500,000.00
- 2. NLR "Ole" Main Renovation- \$9,000,000.00* (Roof approx. \$550,000.00)
- 3. Elementary Playground Equipment \$300,000.00 (Owner responsibility)
- 4. Signage (Owner responsibility)
- 5. Ole Main ADE Access \$50,000.00



QUOTE #7148-01

NLR Dell CBs with Anywhere Better pricing for Bid

Expiry Date:

1/13/2018

Account Manager:

Dawn Teri

To:
North Little Rock Schools
2700 Poplar St
North Little Rock, Arkansas 72114
United States
Attn:Jerry Dowdy

Notes:

Special pricing below is valid for this bid only. The warranty upgrade, Google licenses, and our services are not subject to sales tax and do not include tax below. If you need that changed, please let us know.

Arkansas State Contract No. 4600035727, referred to as NASPO National Agreement MNWNC-108, State of Arkansas Contract No. SP-16-0019.

LINE	QUANTITY	DESCRIPTION	RATE	AMOUNT
1	4192.00	Dell Chromebook Dell Chromebook 11 3180, BTX Intel Celeron N3060 Processor with 4GB Memory and 16GB eMMC US Int Dell KB216 Wired English Keyboard Black Primary 3-Cell 42W/HR Battery 11.6" HD Non-Touch LCD LCD Cover, Non-Touch (Black) 65 Watt AC Adaptor, US Power Cord Mail In Service after Remote Diagnosis, 1 Year	\$175.10 USD	\$734,019.20 USD
2	4192.00	Warranty upgrade Warranty Upgrade- Mail In Service after Remote Diagnosis, 3 Years and Accidental Damage Service, 3 Years	\$35.02 USD	\$146,803.84 USD
3	4192.00	Google Chrome OS Management License Google Chrome OS Management License	\$24.00 USD	\$100,608.00 USD
4	123.00	Anywhere Cart Anywhere Cart AC-PLUS 36 Bay - Anywhere Cart Plus - Secure Charging Cart with Basic Timer	\$639.54 USD	\$78,663.42 USD
5	15.00	Luxor Charging Cart Luxor LLTM24-B 24 unit KD Tablet Cart w/Power	\$421.13 USD	\$6,316.95 USD
6	20.00	Luxor Charging Cart	\$312.98 USD	\$6,259.60 USD
		12 Laptop/Tablet Cart w/Electric		
7	1.00	Shipping charges shipping	\$0.00 USD	\$0.00 USD
8	4192.00	White Glove Services/Chromebooks White Glove Services/Chromebooks- includes google license enrollment, asset tag, and inventory (WRS will configure the devices at our location)	\$5.00 USD	\$20,960.00 USD
9	158.00	White Glove Services/Carts White Glove Services/Carts- WRS will install the Chromebook cables at our location, preload the carts with the Chromebooks, and deliver the carts to the proper locations.	\$150.00 USD	\$23,700.00 USD



QUOTE #7148-01

NLR Dell CBs with Anywhere Better pricing for Bid

Expiry Date:

1/13/2018

Account Manager: Dawn Teri

Have a blessed day! Matthew 5:16

We are grateful for your business, and we plan to exceed your expectations! Equipment quoted is warranted by the manufacturers. Prices contained on this quote are valid for 30 days. Should quoted model become unavailable, a comparable model will be substituted. In most cases, a 21 day return policy can be honored. Any services performed outside the scope of this proposal will be done on a time and material basis and will be billed at an hourly rate.

Product Total

\$1,072,671.01

Project Services

\$44,660.00 USD

Subtotal

\$1,117,331.01

Tax

AR, US

\$53641.85 USD

North Little Rock, AR, US

\$16505.18 USD

Total \$1,187,478.04 USD



Complete Computing, Inc.

North Little Rock School District

LENOVO CHROMEBOOK

Mr. Jerry Dowdy

Phone: (501) 771-8071 Fax: (501) 771-8292 December 13, 2017

QTY	CCI ID	DESCRIPTION	UNIT PRICE	EXT. PRICE
Chrom	ebook			
4192		LENOVO N23 N3060 1.60G 4GB SYST 80YS0003US Celeron N3060 / 1.6 GHz, 1 year depot warranty-meaning it cost customer nothing in shipping either way. Chrome OS 4 GB RAM 16 GB eMMC 11.6" TN 1366 x 768 (HD) HD Graphics 400 Wi-Fi White Glove Services- WG Enrollment+ Custom Etch Logo+ Asset Tag/Report ACAD Google Chrome Management License	\$213.00	\$892,896.00
			Subtotal:	\$892,896.00
Carts				
123		CUBE CHARGE CART 32 AC BACK CART TVC32PAC-CK Bretford Cube Charging Cart—30 Device Cart	\$788.00	\$96,924.00
15		CUBE CART MINI CHARGE 20 AC CART TVCM20PAC-CK Bretford Cube Charging Cart 20 devices	\$745.00	\$11,175.00
20		CUBE CHARGE CART 16 AC BACK CART TVC16PAC-CK Bretford Cube Charging Cart- 10 devices	\$688.00	\$13,760.00

Quote ID: 101475

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QTY	ČCI ID	DESCRIPTION		UNIT PRICE	EXT. PRICE
				Subtotal:	\$121,859.00
OPTIOI	<u>NS</u>				
4192		LENOVO 3YR DEPOT SVCS 5WS0N75691 3 Year Depot warranty— meaning Scho- either way for shipping for 3 years		\$21.00	\$88,032.00
158		CART WIRING Wire cart for charging		\$40.00	\$6,320,00
4		DELIVERY TO SCHOOLS Delivery of Carts and Chromebooks to s	schools	\$1,999.00	\$7,996.00
₉ 1		SALES TAX Sales Tax based on 2017 rates		\$94,953,76	\$94,953.76
				Subtotal:	\$197,301.76
			9	*Quote Total:	\$1,212,056.76

NOTE: To protect your equipment and data, we strongly recommend the use of a quality power surge protector and/or Uninterruptible Power Supply (UPS), a reliable tape or optical backup system, and Anti-Virus software protection.

Manufacturers' warranties DO NOT cover lost or damaged data. Nor do they reimburse dealers or users for the cost of recovering data or transferring data to temporary or new equipment. Please contact Mike Bennett for additional detailed information.

Quoted by Mike Bennett, Senior Systems Consultant, Complete Computing, Inc. Prices are valid 30 days with the exceptions of hard drives or computers due to hard drive shortages, which can only be guaranteed the same day they are quoted. Prices are based upon the quantities and models quoted, and any changes will require quote to be revised.

I may be reached by phone at (501) 372-3379 or (800) 880-2949, ext. 3178, or by fax at (501) 396-3190. We will not be undersold on comparable networks.

Quote ID: 101475



QUOTE #7100-01

NLR Chromebooks and Anywhere carts for Bid-Dell

Expiry Date:

1/10/2018

Account Manager: Dawn Teri

To: North Little Rock Schools 2700 Poplar St North Little Rock, Arkansas 72114 United States Attn:Jerry Dowdy

Notes:

Special pricing below is valid for this bid only. The warranty upgrade, Google licenses, and our services are not subject to sales tax and do not include tax below. If you need that changed, please let us know.

Arkansas State Contract No. 4600035727, referred to as NASPO National Agreement MNWNC-108, State of Arkansas Contract No. SP-16-0019.

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2	4192.00	Warranty upgrade Warranty Upgrade- Mail In Service after Remote Diagnosis, 3 Years and Accidental Damage Service, 3 Years	\$49.44 USD	\$207,252.48 USD
3	4192.00	Google Chrome OS Management License Google Chrome OS Management License	\$24.00 USD	\$100,608.00 USD
4	123.00	Anywhere Cart Anywhere Cart AC-PLUS 36 Bay - Anywhere Cart Plus - Secure Charging Cart with Basic Timer	\$639.54 USD	\$78,663.42 USD
5	15.00	Luxor Charging Cart Luxor LLTM24-B 24 unit KD Tablet Cart w/Power	\$421.13 USD	\$6,316.95 USD
6	20.00	Luxor Charging Cart Luxor LLTP12-B	\$312.98 USD	\$6,259.60 USD
-		12 Laptop/Tablet Cart w/Electric	40.00.1100	\$0.00 USD
7	1.00	Shipping charges shipping	\$0.00 USD	\$0.00 03D
8	4192.00	White Glove Services/Chromebooks White Glove Services/Chromebooks- includes google license enrollment, asset tag, and inventory (WRS-will configure the devices at our location)	\$5.00 USD	\$20,960.00 USD
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Account Manager:

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Product Total

\$1,133,119.65

Project Services

\$44,660.00 USD

Subtotal

\$1,177,779.65

Tax

AR, US

\$53641.85 USD

North Little Rock, AR, US

\$16505.18 USD

Total \$1,247,926.68 USD

Phone: Fax:

1.888.912.3151 1.601.399.5077

Online:

www.howardcomputers.com



Howard Computers P.O. Box 1588 Laurel, MS 39441

Online Quotation

Quote No:

Customer Name:

Company Name:

Quote Name:

KD3 823957.00

Jerry Dowdy

North Little Rock Schools

HP Chromebooks

Quote Date: **Phone Number:**

Fax Number:

December 04, 2017 5017718071

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Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	HP Chromebook 11 G5 - Education Edition - Celeron N3060 / 1.6 GHz - Chrome OS - 4 GB RAM - 16 GB eMMC - 11.6' TN 1366 x 768 (HD) - HD Graphics 400 - Wi-Fi, Bluetooth - kbd: US MPN: 1FX82UT#ABA	4192	\$164.00	\$687,488.00
2:	Google Chrome OS Management Console - License - academic MPN: CROSSWDISEDU	4192	\$24.00	\$100,608.00
3:	White Glove Google Enrollment Services MPN: White Glove	4192	\$5.75	\$24,104.00
4:	Chromebook Asset Tagging MPN: Asset Tagging	4192	\$3.50	\$14,672.00
5:	AVerCharge C30i+ - Cart (charge only) for 30 tablets / notebooks - lockable - screen size: up to 15' - output: AC 100-120/200-240 V MPN: CHRGC30I+	123	\$894.00	\$109,962.00
6:	AVerCharge C20I - Cart (charge only) for 20 tablets / 20 notebooks - lockable - screen size: up to 16' - output: AC 100-120/200-240 V MPN: CHRGEC20I	15	\$775.00	\$11,625.00
7:	Luxor Furniture 12 Laptop/Chromebook Compact Charging Cart MPN: LLTP12-B	20	\$299.00	\$5,980.00
8:	Wiring of Cart. Includes unboxing Chromebooks and recording serial numbers which are included in each Cart MPN: Cart Wiring		\$145.00	\$22,910.00
9:	Electronic HP Care Pack Pick-Up and Return Service with Accidental Damage Protection - Extended service agreement - parts and labor - 3 years - pick-up and return - 9x5 - for HP 255 G5; Chromebook 11 G5, 13 G1; Chromebook x360; Stream 11; Stream Pro 11 G2, 11 G3 MPN: UQ996E	4192	\$64.00	\$268,288.00
		Sub-	·Total:	\$1,245,637.00

Parts & Accessories Shipping:

Included

Taxes:

\$105,879.15

Total for Item 1:

\$1,351,516.15

This quote will expire January 03, 2018. To expedite your order, please include your quote number with your Purchase Order.

Total for all pre-configured items

Sub-Total: \$1,245,637.00

Parts & Accessories Shipping:

Included

Taxes:

\$105,879.15

Total: \$1,351,516.15

Apple Inc. Education Price Quote

Customer:

Jennifer Estes

NORTH LITTLE ROCK SCHOOLS

STATE OF AR WSCA Phone: 5017718070 email: estesj@nlrsd.org Apple Inc:

David Rogers

email: davidrogers@apple.com

Apple Quote:

2204487373

Quote Date:

Monday, December 04, 2017

Quote Valid Until:

Saturday, December 23, 2017

Quote Comments:

Please reference Apple Quote number on your Purchase Order,

All items included on this quote must be ordered to achieve discount.

The AppleCare extended coverage plan is not included on the current proposal. Apple highly recommends AppleCare solutions to it&'s customers in order to provide the highest level of institutional support.

#	Product Description	Qty	Unit List Price	Discount per Unit	Unit Discounted Price	Extended Discounted Price
1	iPad Wi-Fi 32GB - Space Gray (10-pack) Part Number BMGQ2LL/A	27	\$2,940.00	\$0.00	\$2,940.00	\$79,380.00
	iPad Wi-Fi 32GB - Space Gray (10-pack) Part Number: MP2R2LL/A Quantity: 270	÷			- X	
2	13-inch MacBook Pro: 2.3GHz dual-core i5, 128GB - Space Gray Part Number MPXQ2LL/A Configuration:	460	\$1,249.00	\$49.00	\$1,200.00	\$552,000.00
	 2.3GHz Dūāl-core Intel Core i5, Turbo Boost up to 3.6GHz Intel Iris Plus Graphics 640 8GB 2133MHz LPDDR3 SDRAM 128GB PCIe-based SSD Force Touch Trackpad Two Thurderbolt 3 Ports 					
	Backlit Keyhoard (English) / User's Guide (English)					
3	Bretford Mobility MiX Cart 30 Part Number HKPX2VC/A	25	\$1,699.95	\$0.00	\$1,699.95	\$42,498.75

Extended EDU List Price Total	\$696,418.75
Total Discount	\$22,540.00
Extended Discounted Price Subtotal	\$673,878.75
– Additional Tax	\$0.00
– Estimated Tax	\$57,279.69
Extended Discounted Total Price*	\$731,158.44

*In most cases Extended discounted Total price does not include Sales Tax *If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary

Complete your order by one of the following:

- This document has been created for you as Apple Quote ID. Please contact your institution's Authorized Purchaser to submit the above quote online at https://ecommerce.apple.com. Simply go to the Quote area of your Apple Education Online Store, click on it and convert to an order.
 - If you are the Authorized Purchaser and need to register for access to the Apple Education Online Store, go to http://myaccess.apple.com. For registration assistance, call 1.800.800.2775, option 4, option 1.
- If you are unable to submit your order online, please send a copy of this Quote with your Purchase Order via email to <u>institutionorders@apple.com</u>. Be sure to reference the Apple Quote number on the PO to ensure expedited processing of your order.
 - For more information, go to provision C below, for details.

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES; YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS WHICH CAN CHANGE ON SUBSEQUENT QUOTES:

- A. A. ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE, CONTACT contracts@apple.com.
- B. ALL SALES ARE FINAL. PLEASE REVIEW RETURN POLICY BELOW IF YOU HAVE ANY QUESTIONS. IF YOU USE YOUR INSTITUTION'S PURCHASE ORDER FORM TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
- C. C. YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE. ALL FORMAL PURCHASE ORDERS SUBMITTED BY EMAIL MUST SHOW THE INFORMATION BELOW:
 - APPLE INC. AS THE VENDOR
 - BILL-TO NAME AND ADDRESS FOR YOUR APPLE ACCOUNT
 - PHYSICAL SHIP-TO NAME AND ADDRESS (NO PO BOXES)
 - PURCHASE ORDER NUMBER
 - VALID SIGNATURE OF AN AUTHORIZED PURCHASER
 - APPLE PART NUMBER AND/OR DESCRIPTION OF PRODUCT AND QUANTITY
 - TOTAL DOLLAR AMOUNT AUTHORIZED OR UNIT PRICE AND EXTENDED PRICE ON ALL LINE ITEMS
 - CONTACT INFORMATION: NAME, PHONE NUMBER AND EMAIL
- D. UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL (QuoteExpirationDate) UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF IT'S INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE.

- APPLE MAY MODIFY OR CANCEL ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF IT CONTAINS A TYPOGRAPHIC OR OTHER ERROR.
- E. THE AMOUNT OF THE VOLUME PURCHASE PROGRAM (VPP) CREDIT SHOWN ON THIS QUOTE WILL ALWAYS BE AT UNIT LIST PRICE VALUE DURING REDEMPTION ON THE VPP STORE.
- F. UNLESS SPECIFIED ABOVE, APPLE'S STANDARD SHIPPING IS INCLUDED IN THE TOTAL PRICE.

SEA # 1763926 Opportunity ID: 18000000707948 https://ecommerce.apple.com

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Document rev 10.6.1

Date of last revision - June 20th, 2016

1.6.1—ATTENDING MEETINGS REMOTELY

The Board of Directors permits members who would be otherwise unable to physically attend a board meeting to attend the meeting remotely. Except where prohibited by this policy, a board member who attends remotely shall have the same rights and privileges as if the board member were physically present. A board member who will be unable to physically attend a board meeting is responsible for notifying the superintendent at least one (1) hour prior to the scheduled meeting time that the member will be unable to physically attend the meeting and intends to attend remotely.¹

The method used to permit members of the board of directors to attend remotely shall:

- 1) Provide a method for the president or secretary of the board of directors to verify the identity of the member(s) attending remotely;²
- 2) Allow the members of the Board physically present and members of the public to hear the member(s) attending remotely at all times; and
- 3) Allow the member(s) attending remotely to hear the members of the board of directors physically present at the meeting at all times and any public comment.

A board member attending remotely shall not:

- a) Attend an executive session or closed hearing; or
- b) Vote on an issue that is the subject of an executive session or closed hearing.

The Board minutes shall indicate if a board member is attending remotely and the method used to permit the member to attend remotely. If an executive session occurs during a meeting when a board member is attending remotely, the minutes will treat the board member attending remotely as though the member had left the room for any vote on a subject discussed in the executive session.

Up to three (3) times per calendar year, the board of directors may count a board member attending remotely for the purpose of establishing a quorum.³ A board member attending remotely used to establish a quorum shall not be counted to determine if the board may enter executive session.⁴

Notes: This is an optional policy. Your board is not required to allow board members to attend remotely. If you decide not to adopt this policy, make sure that you remove the exception language indicated by footnote 1 in Policy 1.6.

¹ The statute does not require that the superintendent be notified prior to the start of the meeting that a board member intends to attend remotely. We recommend including a notification requirement so the superintendent can make sure the remote attendance system is properly set up. However, you may remove this sentence entirely or increase the amount of time prior to the start of the meeting that notice must be provided; if you increase the notification time, be sure that the amount of time selected does not make it virtually impossible for members to attend remotely.

² There are multiple methods a district can use that allow the verification of an attendee's identity. A couple suggestions would be Skype; Google Hangouts; or a call in service, if the call in password was only sent to the email address of the board member who will be attending remotely.

³ The three (3) times when a remotely attending member may be counted towards a quorum is per board and not per each individual board member.

⁴ A.C.A. § 6-13-619(c)(3) requires a quorum of the board be physically present for the board to enter executive session.

Legal Reference: A.C.A. § 6-13-619

1.15—TORT IMMUNITY

The District, as well as its agents, officers, employees, and volunteers are immune from liability for negligence, pursuant to A.C.A. § 21-9-301. When allegations of negligence are raised, whether in litigation or not, the statutory grant of immunity will be asserted.

[The School Board retains the right to settle claims for negligence, as authorized by A.C.A. § 21-9-301, but it shall do so only in the most extraordinary circumstances. If any claim is settled, the District and the School Board specifically do not waive immunity above the amount of the settlement, nor is that immunity waived for any other claim, at any time, regardless of whether it is similar in nature.]*

*The portion in brackets is optional.

1.16—DUTIES OF BOARD DISBURSING OFFICER

The disbursing officer¹, along with the superintendent, shall be responsible for signing, manually or by facsimile, all warrants and checks other than those issued for food service and activity funds.²

In addition, the Disbursing Officer must pre-authorize the electronic transfer of funds. For non-recurring transactions, the authorization can be accomplished by a signed authorization or an email authorizing such a disbursement of funds.³ For recurring transactions, the Disbursing Officer may provide a one-time, signed authorization.

Notes: ¹ If you chose in Policy 1.2 to elect alternate disbursing officers insert "or alternate disbursing officers" here.

² A.C.A. § 6-13-701(g) delineates what constitutes "activity funds."

³ Commissioner's Memo Com-12-036 suggests the use of email as a way to obtain preauthorization for non-recurring transactions. You may add to or change this language to reflect district practice provided adequate internal control is maintained for such transactions.

Cross Reference: 7.20—ELECTRONIC FUND TRANSFERS

Legal Reference: A.C.A. § 6-13-618(c)

1.17—NEPOTISM

DEFINITIONS:

"Family or family member" means:

- a. An individual's spouse;
- b. Children of the individual or children of the individual's spouse;
- c. The spouse of a child of the individual or the spouse of a child of the individual's spouse;
- d. Parents of the individual or parents of the individual's spouse;
- e. Brothers and sisters of the individual or brothers and sisters of the individual's spouse;
- f. Anyone living or residing in the same residence or household with the individual or in the same residence or household with the individual's spouse; or
- g. Anyone acting or serving as an agent of the individual or acting or serving as an agent of the individual's spouse.

"Initially employed" means:

- A. Employed in either an interim or permanent position for the first time or following a severance in employment with the school district;
- B. A change in the terms and conditions of an existing contract, excluding:
 - Renewal of a teacher contract under A.C.A. § 6-17-1506;
 - II. Renewal of a noncertified employee's contract that is required by law; or
 - III. Movement of an employee on the salary schedule which does not require board action.

NEW HIRE OF SCHOOL BOARD MEMBER'S RELATIVE AS SCHOOL EMPLOYEE

The district shall not initially employ a present board member's family member for compensation in excess of \$5,000 unless the district has received approval from the Commissioner of the Department of Education. The employment of a present board member's family member shall only be made in unusual and limited circumstances. The authority to make the determination of what qualifies as "unusual and limited circumstances" rests with the Commissioner of the Department of Education whose approval is required before the employment contract is effective, valid, or enforceable.

Initial employment for a sum of less than \$5,000 per employment contract or, in the absence of an employment contract, calendar year does not come under the purview of this policy and is permitted.

The board member whose family member is proposed for an employment contract, regardless of the dollar amount of the contract, shall leave the meeting until the voting on the issue is concluded and the absent member shall not be counted as having voted.

EXCEPTION: SUBSTITUTES

Qualified family members of board members may be employed by the district as substitute teachers, substitute cafeteria workers, or substitute bus drivers for a period of time not to exceed thirty (30) days per fiscal year.¹

A family member of a school board member having worked as a substitute for the district in the past does not "grandfather" the substitute. The thirty (30) day maximum limit is applied in all cases.

EXISTING EMPLOYEES WHO ARE FAMILY MEMBERS OF SCHOOL BOARD MEMBERS—RAISES, PROMOTIONS OR CHANGES IN COMPENSATION

Any change in the terms or conditions of an employment contract including length of contract, a promotion, or a change in the employment status of a present board member's family member that would result in an increase in compensation of more than \$2,500, and that is not part of a state mandated salary increase for the employee in question, must be approved by the Commissioner of the Department of Education before such changes in the employment status is effective, valid, or enforceable.

QUALIFICATIONSFORRUNNINGFORSCHOOL BOARD MEMBER UNCHANGED

The employment status of a citizen's family member does not affect that citizen's ability to run for, and, if elected, serve the school board provided he/she meets all other statutory eligibility requirements.

Note: ¹This paragraph is necessary if the district is to be eligible to hire any board member's family members as substitute employees. The board may choose to not allow such hiring. If they so choose, substitute the following sentence for the existing one:

Family members of board members shall not be employed by the district as substitute teachers, substitute cafeteria workers, or substitute bus drivers.

Legal References: A.C.A. § 6-24-102, 105

1.18—District Audits

The District's annual audit serves as an important opportunity for the Board of Directors to review the fiscal operations and health of the district. As such, it is vital Board members receive sufficient explanation of each audit report to enable the members to understand the report's findings and help them better understand the District's fiscal operations.

The District shall have an audit conducted annually within the timelines prescribed by law. The audit shall be conducted by the Division of Legislative Audit or through the audit services of a private certified public accountant(s) approved by the Board.

The Board of Directors shall review each annual audit at the first regularly scheduled board meeting following the receipt of the audit if the District received the audit prior to ten (10) days before the regularly scheduled meeting. If the audit report is received less than ten (10) days prior to a regularly scheduled board meeting, the board may review the report at the next regularly scheduled board meeting following the ten (10) day period.

The Superintendent shall present sufficient supporting/background information relating to the report's findings and recommendations which will enable the Board of Directors to direct the Superintendent to take appropriate action in the form of a motion or motions relating to each finding and recommendation contained in the audit report. Actions to be taken will be in sufficient detail to enable the Board of Directors to monitor the District's progress in addressing substantial findings and recommendations and subsequently determine that they have been corrected. The minutes of the Board's meeting shall document the review of the audit's findings and recommendations along with any motions made by the Board or actions directed to be taken by the Superintendent or designee.

The Board of Directors is responsible for presenting the audit's findings each year to the public .¹

Notes: ¹ The Standards of Accreditation (7.03.3.1) requires a report to the public by November 15, but doesn't specify it include the audits' findings. A.C.A. § 6-13-620(6)(F) requires the reporting of the audit's findings, but doesn't specify any date by which they must be reported. In other words, you MAY go over the audit report at your annual meeting, but it is not required.

Legal References: A.C.A. § 6-1-101(d)(1)(2)(3) A.C.A. § 6-13-620(6)(F)

1.19—BOARD MEMBER LENGTH OF TERM and HOLDOVERS

The District has _____¹Board of Directors members. Each member is elected for a term of service of _____² years. Members may be re-elected to serve consecutive terms so long as the member continues to meet the eligibility requirements for board service.

A board member remains in office until the member's successor has been sworn into office. In the event a board member's term of office has expired and no one is elected to replace the member, or the individual elected fails to receive the oath of office within the time set in statute, the board member becomes a "holdover" and is treated as having been re-elected to office for another term; Board members may only serve one term as a holdover and may be re-elected to the board at the expiration of his/her term. Consequently, should no individual be elected to the position at the expiration of the holdover term, the position shall be declared to be vacant and filled in accordance with Policy 1.2—BOARD ORGANIZATION AND VACANCIES and Arkansas law. Board members not wishing to continue as a holdover may resign from office and the position is to be filled in accordance with Policy 1.2.

Notes: ¹ Insert your district's number of board members. Except for a very few grandfathered exceptions, the number of board members is statutorily required to be five (5); seven (7); or, for districts with twenty-four thousand (24,000) or higher average daily membership, nine (9).

Cross Reference: Policy 1.2—BOARD ORGANIZATION AND VACANCIES

Legal References: A.C.A. § 6-13-608

A.C.A. § 6-13-611 A.C.A. § 6-13-616 A.C.A. § 6-13-617 A.C.A. § 6-13-630 A.C.A. § 6-13-631 A.C.A. § 6-13-634

Arkansas Attorney General Opinion 2015-112 Arkansas Constitution Article 19, Section 5

² Insert the number of years a board member is elected to serve. The number of years must be between three (3) and five (5) years.

1.20—DUTIES OF THE LEGISLATIVE LIAISON

The Board of Directors recognizes the needs of the District require the Board to take an active role in the legislative process as it relates to legislation affecting this district and public education in general. To aid the Board in this endeavor, the Board shall elect one of its members to hold the office of Legislative Liaison. The duties of the legislative liaison are to:

- Be the primary contact person for legislative updates from the Arkansas School Boards Association (ASBA);¹
- Keep the other members of the Board up to date on legislative issues;
- Make arrangements for the legislators whose representation zones cover the District to be contacted by either the liaison him/herself or by another board member on pending issues that would impact the District.

Notes: The legislative liaison position and this policy are not statutorily required but is requested by ASBA so each board has at least one individual selected to receive and respond to ASBA's legislative updates. Your district could choose to make it part of another officer's duties rather than a separate office.

¹ Multiple board members from a district may elect to receive legislative updates from ASBA but all legislative liaisons will automatically be added to the email list to receive legislative updates.

Cross Reference: 1.2—BOARD ORGANIZATION and VACANCIES