



*The fine art of education.*

Board of Education  
Thursday, February 28, 2013, 5:00 PM  
Owl Creek School Cafeteria

<i>Agenda Item</i>	<i>Page #</i>
I. Call to Order, Tim Hudson, President	I-1
II. Pledge of Allegiance, Washington Elementary School	II-1
III. Roll Call of Members	III-1
IV. Recognition of People, Events, & Programs	IV-1
V. Citizen Participation	V-1
VI. Consent Agenda	
A. Reading of the Minutes	VI-A1
B. Certified Staff Changes	VI-B1
C. Classified Staff Changes	VI-C1
D. Student Transfers	VI-D1
<i>*Any item shall be removed from the consent items section at the request of one board member.</i>	
VII. Action Items	
A. Mid-year Budget Revisions – Lisa Morstad (Goal 3)	VII-A1
B. Elementary Math Text Book Adoption – Kay Jacoby (Goal 1)	VII-B1
C. Cox Contract – Susan Norton (Goal 3)	VII-C1
VIII. Information Items	
A. Teacher Excellence & Support System (TESS) Update – Kay Jacoby (Goal 1)	VIII-A1
B. FHS Update – Vicki Thomas (Goal 1)	VIII-B1
C. New Policy 4205 (District Web Sites) and Revision to Policy 4202 (Computer Use Policy)– Susan Norton (Goal 3)	VIII-C1
D. New Policies 4114 (Licensed Personnel Contract Return) & 4240 (Classified Personnel Contract Return) – Greg Mones (Goal 3)	VIII-D1
E. Revisions to Policies 4150 (Teacher Leave Policy) & 4243 (School Employees Leave Policy) – Greg Mones (Goal 3)	VIII-E1
IX. Adjournment	IX-1

**If you wish to speak during citizen participation or an action item report, please observe the following:**

- 1. Avoid references, statements or conduct reasonably likely to result in disruption or undue delay in the orderly transaction of the business scheduled for consideration by the Board.*
- 2. Avoid personal attacks of any identified individual or group.*
- 3. Refrain from cumulative or repetitive remarks.*
- 4. Refrain from obscenity, vulgarity or other breach of respect.*
- 5. Refrain from words or statements which, from their usual construction and common acceptance, are construed as insults and tend to breach the peace.*



February 28, 2013

## **I. Call to Order**

## **II. Pledge of Allegiance**

Washington Elementary School  
Mrs. Ashley Garcia, Principal

## **III. Roll Call**

Tim Hudson, President  
Jim Halsell, Vice President  
Bryn Bagwell, Secretary  
Justin Eichmann, Member  
Traci Farrah, Member  
Susan Heil, Member  
Steve Percival, Member



February 28, 2013

#### **IV. Recognition of People, Events and Programs**

#### **V. Citizen Participation**

#### **VI. Consent Agenda**

Reading of the Minutes  
Certified Staff Changes  
Classified Staff Changes  
Student Transfers



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Minutes of the January 24, 2013 Regular Meeting of the  
Fayetteville Board of Education

The meeting convened at 5:00pm in the Adams Leadership Center with President Tim Hudson presiding. The Pledge of Allegiance was led by students from Leverett Elementary School.

**Roll Call**

The roll was called and board members Justin Eichmann, Steve Percival, Tim Hudson, Susan Heil, Jim Halsell, Bryn Bagwell and Traci Farrah were present.

**Recognition**

The Fayetteville Board of Education was honored by State Board of Education member Mireya Reith, who read a proclamation from Governor Beebe proclaiming January as School Board Appreciation Month.

Aubrey Edie, Fayetteville High School senior, received a Recognition of Outstanding Achievement Award for being named the 2012 Gatorade Arkansas Volleyball Player of the Year.

The Fayetteville High School cheer team received a Recognition of Outstanding Achievement Award for winning their third consecutive 7A state cheer championship.

The Fayetteville High School student council received a Recognition of Outstanding Achievement Award for raising \$8,500 during their annual homeless vigil.

The Fayetteville High School engineering & technology team received a Recognition of Outstanding Achievement Award for winning first place overall in the high school division of the 2012 Razorback Technology Challenge.

**Consent Agenda**

The Board voted 7-0 to approve the consent agenda. Jim Halsell made the motion, which was seconded by Susan Heil.

**Authorization to Intervene in Litigation**

The Board voted 7-0 to authorize the Fayetteville School Board to intervene in the litigation between the University of Arkansas and Washington County to protect the fiscal interests of the Fayetteville School District. Dr. Lisa Morstad, chief financial officer, reported that the annual revenue cost to the district is \$165,000, which equates to three full time teachers. Steve Percival made the motion, which was seconded by Jim Halsell.

**Authorization to Hire Legal Counsel**

The Board voted 7-0 to hire Jack Butt of the Davis, Clark, Butt, Carithers & Taylor Law Firm to serve as legal counsel for the intervention litigation. Steve Percival made the motion, which was seconded by Justin Eichmann.

**2011-12 Audit Report**

The Board voted 7-0 to approve the 2011-12 audit report that was conducted by Hudson Cisne & Company. The firm noted that the audit was a “clean” audit and they encountered no financial irregularities. Bryn Bagwell made the motion, which was seconded by Steve Percival.

**Small Learning Community Update**

Fayetteville High School principal Steve Jacoby and members of his staff reported on the progress made during the past year in implementing the small learning communities at the high school.

**Elementary Math Textbook Adoption**

Kay Jacoby, executive director of Curriculum, Instruction, Assessment & Accountability, and Ellen Johnston, director of K-12 mathematics, reported on the proposed new elementary math textbooks. GO MATH, published by Houghton



Mifflin Harcourt, is the recommended textbook. The Board will be asked to approve the textbook adoption at the February board meeting.

**Fayetteville High School Construction Update**

Phil Jones from Nabholz Construction Company reported on the progress on the Fayetteville High School construction project. Due to no weather delays, almost all of the roofing on the northwest quad has been completed. Structural steel work is complete on the northwest quad.

**Expulsion Hearings and Executive Session**

The Board adjourned to closed session at 7:00pm for expulsion hearings. The Board returned to open session at 8:05pm. The Board voted 7-0 to uphold administration's recommendation to expel Student A for the remainder of the 2012-13 school year. Susan Heil made the motion, which was seconded by Steve Percival.

The Board voted 7-0 to uphold administration's recommendation to expel Student B for the remainder of the 2012-13 school year. Bryn Bagwell made the motion, which was seconded by Susan Heil.

The Board adjourned to executive session at 8:07pm to discuss the superintendent's contract. The Board returned to open session and voted 7-0 to extend the Superintendent Vicki Thomas's contract until 2016. Bryn Bagwell made the motion, which was seconded by Susan Heil.

The meeting was adjourned at 8:30pm.



# FPS

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## B. Certified Staff Changes

TO: Board of Education

FROM: Vicki Thomas, Superintendent

I recommend approval of the following personnel actions:

### **Provisional Employment**<sup>1</sup>

<i>Name</i>	<i>Position &amp; Assignment</i>	<i>Replacement New Position</i>	<i>Period</i>
Sammie Howerton <sup>4,8,15</sup>	Teacher/Asbell	Replacement	12/13
Amanda Barr <sup>3,15</sup>	Teacher/Asbell	Replacement	12/13
Tara Smith <sup>4,15</sup>	Teacher/Woodland	New	12/13

### **Resignations**

<i>Name</i>	<i>Position &amp; Assignment</i>
Brian Early	Teacher/FHS

<sup>1</sup>Pending Completion of a criminal background check and receipt of eligibility information from the Department of Education

<sup>2</sup>One year only

<sup>3</sup>Year 1 of 1 year new hire probationary period

<sup>4</sup>Year 1 of 3 year new hire probationary period

<sup>5</sup>Year 2 of 3 year new hire probationary period

<sup>6</sup>Year 3 of 3 year new hire probationary period

<sup>7</sup>Per policy 4150

<sup>8</sup>Contingent upon receipt of Arkansas Teaching Licensure

<sup>9</sup>One year contract contingent on grant funding

<sup>10</sup>Contingent upon acceptance in ALP program

<sup>11</sup>Contract contingent upon waiver approval

<sup>12</sup>Contingent upon receipt of ABESBA License

<sup>13</sup>Contingent upon receipt of Medicaid Billing #.

<sup>14</sup>Position for Fall semester only

<sup>15</sup>Position for Spring Semester only



# FPS

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## C. Classified Staff Changes

TO: Board of Education

FROM: Vicki Thomas, Superintendent

I recommend approval of the following personnel actions:

### Provisional Employment<sup>1,2</sup>

<i>Name</i>	<i>Position &amp; Assignment</i>	<i>Replacement/New</i>	<i>Period</i>
Christopher Wise	Food Service Tech/District	New	12/13
Camille Padilla	Special Ed Bus Aide/Transportation	Replacement	12/13
Kelly Meyl	Special Ed Aide/Vandergriff	Replacement	12/13
Julia Hernandez	Bus Aide/Transportation	Replacement	12/13

### Resignations

<i>Name</i>	<i>Position &amp; Assignment</i>
Tammy Garrish	Special Ed Aide/Vandergriff
Lorraine Jimenez	Bus Aide/Transportation
Marvelous Higginbottom	Bus Driver/Transportation
Patricia Blood	Custodian/District
Diane Aday	Food Service/Root

<sup>1</sup>Pending completion of a criminal background check and receipt of eligibility information from the Department of Education

<sup>2</sup>One Year Probationary Period

<sup>3</sup>Based on Student Count

<sup>4</sup>Grant Funded

<sup>5</sup>One Year Only



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February 28, 2013

## **Consent Agenda**

### D. Student Transfers

TO: Board of Education  
FROM: Vicki Thomas

I recommend approval of the following student transfer requests:

#### ***Incoming:***

Nichols Null requests that his children, Elena Null, grade 7, Thalia Null, grade 6, and Cheyenne Null, grade 5, be transferred from the Prairie Grove School District to the Fayetteville School District

Kimberly Frye requests that her child, Elijah Foreman, grade 1, be transferred from the Farmington School District to the Fayetteville School District

Pharanda Cole requests that her child, Adachi Cole, grade 4, be transferred from the Farmington School District to the Fayetteville School District

Robert Busted requests that his child, Alysa L. Busted, grade 8, be transferred from the Farmington School District to the Fayetteville School District

Andrew Armstrong requests that his child, Cameron Armstrong, grade 10, be transferred from the Springdale School District to the Fayetteville School District

#### ***Outgoing:***

Radena Anderson requests that her children, Madisson Stanley, grade 6, and Chasiti Stanley, grade 5, be transferred from the Fayetteville School District to the Huntsville School District

Jimmie Thompson requests that her child, James "Landon" Hielscher, grade 7, be transferred from the Fayetteville School District to the Elkins School District





February 28, 2013

## Budget Revisions

TO: Board of Education

FROM: Lisa Morstad

I will present budget revisions to the 2012-13 budget for your approval.

Executive Summary						
Fayetteville Public Schools						
FY2012-2013						
2/20/2013	Revised		Revised		%	
Revenues:	FY12 Budget	FY13 Budget	FY13 Budget	Change	Chg	Note
Property Tax Reserve	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000			
21 C Fund	\$ 400,000	\$ 100,000	\$ 100,000			
Capital Funds & Savings for FHS	\$ 2,197,500	\$ 1,576,717	\$ 1,576,717			
Uncommitted C fwd	\$ 427,902	\$ -	\$ 2,533,320	2,533,320.00	100%	a
Restricted Carryforwards	\$ 919,422	\$ 954,797	\$ 954,797			
State Funds	\$ 26,792,950	\$ 27,162,810	\$ 27,162,810			
Local Funds	\$ 64,848,446	\$ 59,910,148	\$ 59,910,148			
Interest on checking account	\$ 125,000	\$ 160,000	\$ 160,000			
Fed Funds/Grants/Restricted	\$ 9,534,032	\$ 9,292,681	\$ 11,744,672	2,451,990.73	26%	b
Vocational Education	\$ 27,000	\$ 27,000	\$ 27,000			
Coke Contract	\$ 50,000	\$ -	\$ 60,000	60,000.00		c
Athletic Gate Receipts	\$ 125,000	\$ 160,000	\$ 160,000			
Miscellaneous	\$ 130,000	\$ 210,000	\$ 210,000			
Food Service sales	\$ 1,700,000	\$ 1,700,000	\$ 1,500,000	(200,000.00)	-12%	b
<b>Reserve</b>	\$ 5,281,200	\$ 5,281,200	\$ 5,281,200			
<b>Total Revenues &amp; Reserve:</b>	<b>\$ 115,558,452</b>	<b>\$ 109,535,353</b>	<b>\$ 114,380,664</b>			
<b>Expenditures:</b>						
Salaries	\$ 60,078,182	\$ 61,670,706	\$ 64,653,731	2,983,025.00	5%	d
Fringe Benefits	\$ 15,019,546	\$ 14,812,458	\$ 15,516,895	704,437.44	5%	d
Debt Service Payments	\$ 13,931,042	\$ 14,054,384	\$ 14,113,653	59,269.00	0.4%	e
Maintenance & Operations:						
Maintenance	\$ 1,280,755	\$ 1,280,755	\$ 1,280,755			
Utilities	\$ 1,673,899	\$ 1,673,899	\$ 1,673,899			
Transportation	\$ 914,873	\$ 964,873	\$ 977,873	13,000.00	1%	f
Food Service	\$ 1,404,183	\$ 1,054,183	\$ 1,250,000	195,817.00	19%	g
Technology	\$ 606,207	\$ 606,207	\$ 606,207			
Curriculum & Instruction	\$ 1,850,812	\$ 2,132,201	\$ 2,132,201			
School Improv/Prog. Devlp.	\$ 235,422	\$ 235,422	\$ 235,422			
Athletics/Physical Education	\$ 323,926	\$ 323,926	\$ 335,926	12,000.00	4%	h
Grant Expenditures (not personnel)	\$ 1,200,000	\$ 1,045,233	\$ 1,400,654	355,420.54	34%	i
Miscellaneous	\$ 562,951	\$ 720,902	\$ 720,902			
Tuition	\$ 44,000	\$ 44,000	\$ 44,000			
C21 Curriculum	\$ 250,000	\$ 202,549	\$ 202,549			
<b>Reserve</b>	\$ 5,281,200	\$ 5,281,200	\$ 5,281,200			
<b>Unrestricted Carryforward</b>	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000			
<b>Restricted Carryforward</b>	\$ 919,422	\$ 954,797	\$ 954,797			
<b>Total Expenditures &amp; Reserve:</b>	<b>\$ 108,576,420</b>	<b>\$ 110,057,695</b>	<b>\$ 114,380,664</b>			

**Executive Summary**  
**Fayetteville Public Schools**  
**FY2012-2013**  
**Notes to Financial Report**

- a. Carryforward balances were unknown at time of proposed budget in May 2012 as district books had not closed for the fiscal year.
- b. Increase in grants and restricted funding is primarily due to conservative budgeting and a change in the mix of food service funding. Additional grants were received for special ed catastrophic, wellness programs, and other curriculum areas. Food service funding mix has changed to be receiving a larger portion from federal reimbursement for free and reduced lunches and a corresponding reduction in meal sales.
- c. Contract with Coca-cola was recently approved by the school board for FY13
- d. Increase is primarily due to staff bonus given in November 2012 and additional staff hired after the school year began to handle growth.
- e. Debt service payment increased to include payments for new debt issued in FY13.
- f. Increase in transportation is to cover the difference between the cost of a replacement bus and the insurance proceeds that were available for replacement.
- g. Increase in food service is primarily due to escalating costs of food and shift of expenditures from salary expenditure to non-salary line item.
- h. Increase is needed for replacing football helmets to meet state safety standards and for increase in participation.
- i. Increase in grant expenditures is related to increase in grant funding (see note b).



February 28, 2013

## Elementary Math Textbook Adoption

TO: Board of Education

FROM: Kay Jacoby

I will ask the Board to approve the recommendation for the elementary (K-5) math textbook adoption. The math textbooks that were being considered have been on display in the administration building.

GO MATH, published by Houghton Mifflin Harcourt, is the recommended textbook.



February 28, 2013

## Cox Contract

TO: Board of Education

FROM: Susan Norton

I will ask the Board to approve the new contract with Cox for our wide area network agreement. This is for network services that tie all of our schools to the district network.

The contract and the price sheet from their response to our RFP are attached.



<b>Cox Account Rep:</b>	Jason Hall	<b>Cox System Address:</b>	
<b>Phone Number:</b>	479-717-3716		4901 S. 48th St
<b>Fax Number:</b>	877-873-9750		SPRINGDALE, AR 72762

Customer Information		Authorized Customer Representative Information	
<b>Legal Company Name:</b>	FAYETTEVILLE PUBLIC SCHOOLSADMIN	<b>Full Name:</b>	Ryan Dugger
<b>Street Address:</b>	1000 W BULLDOG BLVD	<b>Billing Contact:</b>	479-973-8659
<b>City/State/Zip:</b>	FAYETTEVILLE, AR 72701	<b>Fax:</b>	
<b>Billing Address:</b>	1000 W. Bulldog Blvd	<b>Contact Number:</b>	479.236.4649
<b>City/State/Zip:</b>	Fayetteville, Arkansas 72701	<b>Email Address:</b>	Ryan.Dugger@fayar.net
<b>Cox Account #:</b>	580-5134927-01		

Taxes and Fees Not Included

<b>Service Address: 1000 W BULLDOG BLVD, FAYETTEVILLE, AR, 72701</b>						<b>Phone: 479-973-8659</b>	
						<b>Cox Account ID: 580-5134927-01</b>	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro E-10Gb UNI Intrastate		1	\$4,950.00	60	New	\$4,950.00	
<b>Equipment Description</b>		<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>	
<b>Totals for FAYETTEVILLE PUBLIC SCHOOLSADMIN:</b>		<b>MRC:</b>	\$4,950.00	<b>NRC:</b>	\$0.00	<b>Equipment Cost:</b>	\$0.00

<b>Service Address: 1500 N SANG AVE, FAYETTEVILLE, AR, 72703</b>						<b>Phone: 479-444-3080</b>	
						<b>Cox Account ID: 580-5140691-01</b>	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro E-200Mb UNI Intrastate		1	\$595.00	60	New	\$595.00	
<b>Equipment Description</b>		<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>	
<b>Totals for ASBELL ELEMENTARY SCHOOL:</b>		<b>MRC:</b>	\$595.00	<b>NRC:</b>	\$0.00	<b>Equipment Cost:</b>	\$0.00

<b>Service Address: 3050 N OLD MISSOURI RD, FAYETTEVILLE, AR, 72703</b>						<b>Phone: 000-000-0000</b>	
						<b>Cox Account ID: 580-5147476-01</b>	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro E-200Mb UNI Intrastate		1	\$595.00	60	New	\$595.00	
<b>Equipment Description</b>		<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>	
<b>Totals for BUTTERFIELD ELEMENTARY SCHOOL:</b>		<b>MRC:</b>	\$595.00	<b>NRC:</b>	\$0.00	<b>Equipment Cost:</b>	\$0.00

<b>Service Address: 2175 E PEPPERVINE DR, FAYETTEVILLE, AR, 72701</b>						<b>Phone: ( 000) 000- 0000</b>	
						<b>Cox Account ID: 580-755563-01</b>	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro E-200Mb UNI Intrastate		1	\$595.00	60	New	\$595.00	
<b>Equipment Description</b>		<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>	
<b>Totals for HAPPY HOLLOW SCHOOL:</b>		<b>MRC:</b>	\$595.00	<b>NRC:</b>	\$0.00	<b>Equipment Cost:</b>	\$0.00

<b>Service Address: 2900 N SALEM RD, FAYETTEVILLE, AR, 72704</b>						<b>Phone: 000-000-0000</b>	
						<b>Cox Account ID: 580-5151886-01</b>	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro E-200Mb UNI Intrastate		1	\$595.00	60	New	\$595.00	
<b>Equipment Description</b>		<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>	
<b>Totals for HOLCOMB ELEMENTARY SCHOOL:</b>		<b>MRC:</b>	\$595.00	<b>NRC:</b>	\$0.00	<b>Equipment Cost:</b>	\$0.00

<b>Service Address: 1124 W CLEVELAND ST, FAYETTEVILLE, AR, 72701</b>						<b>Phone: 479-444-3077</b>	
						<b>Cox Account ID: 580-5129930-01</b>	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro E-200Mb UNI Intrastate		1	\$595.00	60	New	\$595.00	
<b>Equipment Description</b>			<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>
<b>Totals for LEVERETT ELEMENTARY SCHOOL:</b>		<b>MRC:</b>	\$595.00	<b>NRC:</b>	\$0.00	<b>Equipment Cost:</b> \$0.00	

<b>Service Address: 1529 E MISSION BLVD, FAYETTEVILLE, AR, 72701</b>						<b>Phone: 479-521-2686</b>	
						<b>Cox Account ID: 580-5128731-01</b>	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Cox Transparent LAN Service 100 Mbps Intrastate	1	1	\$595.00	60	RN	\$595.00	
<b>Equipment Description</b>			<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>
<b>Totals for ROOT ELEMENTARY SCHOOL:</b>		<b>MRC:</b>	\$595.00	<b>NRC:</b>	\$0.00	<b>Equipment Cost:</b> \$0.00	

<b>Service Address: 2975 E TOWNSHIP ST, FAYETTEVILLE, AR, 72703</b>						<b>Phone: 479-527-3600</b>	
						<b>Cox Account ID: 580-5147134-01</b>	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro E-200Mb UNI Intrastate		1	\$595.00	60	New	\$595.00	
<b>Equipment Description</b>			<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>
<b>Totals for VANDERGRIFF ELEMENTARY SCHOOL:</b>		<b>MRC:</b>	\$595.00	<b>NRC:</b>	\$0.00	<b>Equipment Cost:</b> \$0.00	

<b>Service Address: 425 N HIGHLAND AVE, FAYETTEVILLE, AR, 72701</b>						<b>Phone: 479-444-3073</b>	
						<b>Cox Account ID: 580-5132636-01</b>	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro E-200Mb UNI Intrastate		1	\$595.00	60	New	\$595.00	
<b>Equipment Description</b>			<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>
<b>Totals for WASHINGTON ELEMENTARY SCHOOL:</b>		<b>MRC:</b>	\$595.00	<b>NRC:</b>	\$0.00	<b>Equipment Cost:</b> \$0.00	

<b>Service Address: 2365 N RUPPLE RD, FAYETTEVILLE, AR, 72704</b>						<b>Phone: 479-527-3670</b>	
						<b>Cox Account ID: 580-5064516-01</b>	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro E-200Mb UNI Intrastate		1	\$595.00	60	New	\$595.00	
<b>Equipment Description</b>			<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>
<b>Totals for HOLT MIDDLE SCHOOL:</b>		<b>MRC:</b>	\$595.00	<b>NRC:</b>	\$0.00	<b>Equipment Cost:</b> \$0.00	

<b>Service Address: 3030 E MISSION BLVD, FAYETTEVILLE, AR, 72703</b>						<b>Phone: 000-000-0000</b>	
						<b>Cox Account ID: 580-0678287-02</b>	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro E-200Mb UNI Intrastate		1	\$595.00	60	New	\$595.00	
<b>Equipment Description</b>			<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>
<b>Totals for McNair Middle School:</b>		<b>MRC:</b>	\$595.00	<b>NRC:</b>	\$0.00	<b>Equipment Cost:</b> \$0.00	

<b>Service Address: 375 N RUPPLE RD, Fayetteville, AR, 72701</b>						<b>Phone: 479-718-0200</b>	
						<b>Cox Account ID: 580-723065-01</b>	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro E-200Mb UNI Intrastate		1	\$595.00	60	New	\$595.00	
<b>Equipment Description</b>			<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>
<b>Totals for Owl Creek Elementary:</b>		<b>MRC:</b>	\$595.00	<b>NRC:</b>	\$0.00	<b>Equipment Cost:</b> \$0.00	

<b>Service Address: 401 S SANG AVE, FAYETTEVILLE, AR, 72701</b>						<b>Phone: 000-000-0000</b>	
						<b>Cox Account ID: 580-5136260-01</b>	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro E-200Mb UNI Intrastate		1	\$595.00	60	New	\$595.00	
<b>Equipment Description</b>			<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>
<b>Totals for RAMAY JUNIOR HIGH SCHOOL:</b>			<b>MRC:</b> \$595.00	<b>NRC:</b> \$0.00	<b>Equipment Cost:</b>		\$0.00

<b>Service Address: 15 E POPLAR ST, FAYETTEVILLE, AR, 72703</b>						<b>Phone: 000-000-0000</b>	
						<b>Cox Account ID: 580-5139178-01</b>	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro E-200Mb UNI Intrastate		1	\$595.00	60	New	\$595.00	
<b>Equipment Description</b>			<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>
<b>Totals for WOODLAND JUNIOR HIGH SCHOOL:</b>			<b>MRC:</b> \$595.00	<b>NRC:</b> \$0.00	<b>Equipment Cost:</b>		\$0.00

<b>Service Address: 300 S RAY AVE, FAYETTEVILLE, AR, 72701</b>						<b>Phone: 000-000-0000</b>	
						<b>Cox Account ID: 580-0000000-00</b>	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro E-200Mb UNI Intrastate		1	\$595.00	60	New	\$595.00	
Metro E-EVC Intrastate		1	\$0.00	60	New	\$0.00	
Cox Metro E 100Mb Port (FIBER) - Install		1	\$0.00				\$0.00
<b>Equipment Description</b>			<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>
<b>Totals for Happy Hollow Annex:</b>			<b>MRC:</b> \$595.00	<b>NRC:</b> \$0.00	<b>Equipment Cost:</b>		\$0.00

<b>Service Address: 612 S COLLEGE AVE, FAYETTEVILLE, AR, 72701</b>						<b>Phone: 479-973-8692</b>	
						<b>Cox Account ID: 580-0635520-01</b>	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro E-200Mb UNI Intrastate		1	\$595.00	60	New	\$595.00	
<b>Equipment Description</b>			<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>
<b>Totals for Fayetteville Public Schools:</b>			<b>MRC:</b> \$595.00	<b>NRC:</b> \$0.00	<b>Equipment Cost:</b>		\$0.00

<b>Service Address: 915 W CLINTON DR, FAYETTEVILLE, AR, 72701</b>						<b>Phone: 479-973-8692</b>	
						<b>Cox Account ID: 580-5133519-02</b>	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro E-200Mb UNI Intrastate		1	\$595.00	60	New	\$595.00	
<b>Equipment Description</b>			<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>
<b>Totals for Fayetteville Schools Wellness Center:</b>			<b>MRC:</b> \$595.00	<b>NRC:</b> \$0.00	<b>Equipment Cost:</b>		\$0.00

<b>Totals for all Accounts :</b>	<b>MRC:</b> \$14,470.00	<b>NRC:</b> \$0.00	<b>Equipment Cost:</b> \$0.00	
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<b>If you are an Ethernet customer, please initial below.</b>						<b>Merge Bill</b>		
<input type="checkbox"/>	Inter-State Service. By initialing here and signing below, Customer represents that at least 10% of the traffic on the designated circuit(s) is Inter-State in nature or is Internet traffic.						Yes	



**Special Conditions**

1. The equipment being placed at 1000 W. Bulldog Blvd is capable of delivering 1Gb as well as 10Gb hand-off.
2. At any time during the term of this agreement, Customer shall have the right to relocate the WAN Circuit located at 1000 W. Bulldog Boulevard, Fayetteville, AR (as the current host property for such circuit) to 2350 West Old Farmington Road, Fayetteville, AR (as the new host property for the WAN Circuit), upon at least sixty (60) days prior written notice of its desire to do so with no installation charge. In connection with this relocation, Customer would not incur any early termination liability for canceling the WAN circuit at Ramay Jr. High, located at 401 S. Sange Ave, Fayetteville, AR.
3. Customer shall have the right to upgrade the 200 Mb Service to 500 Mb (at \$700/mo per location) or 1.0Gb (at \$950/mo per location) service by providing reasonable prior written notice thereof to Cox. In connection with such an upgrade, Customer would not incur any early termination liability and would not be required to enter into a new service agreement term.

**Promotion Details**

By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement and any other terms and conditions applicable to the Services selected above, including without limitation, the Cox tariffs, Service Guides, state and federal regulations, the General Terms located at <http://www2.cox.com/aboutus/policies/business-general-terms.cox>, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the AUP and the General Terms by signing this Agreement. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. Cox may withdraw this proposal at any time prior to Customer's signature. If, within thirty (30) days after Customer's signature below, Cox determines that Customer's location is not serviceable under Cox's normal installation guidelines, Cox may terminate this Agreement without liability. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Services shall be subject to price increases for the remaining Term. Both parties agree that each party may use electronic signatures to sign this Agreement. Unless otherwise agreed to by the parties in a written amendment to this Agreement, Customer shall satisfy the MRC set forth above for the duration of the Term. Cox may charge Customer a termination fee equal to the amount of the MRC reduction resulting from a partial termination of a Service multiplied by the number of months remaining in the Term. If Cox performs any work including construction or incurs any costs to provide Service to Customer and Customer cancels this Agreement prior to Service installation, Customer shall be liable for Cox's reasonable costs in addition to any other termination charges. I acknowledge that I have read and understand the 911 disclosures in Section 2 of the Service Terms.

**Customer Authorized Signature****CoxCom, LLC.; Cox Arkansas Telcom, LLC Signature**

Signature:

Signature:

Print:

Print:

Title Position:

Title Position:

Date:

Date:

The terms and conditions set forth on the Cover Page and below (the "Service Terms"), together with the Additional Terms and Conditions available at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms" and collectively with the Service Terms and any other policies and terms incorporated by reference in the Service Terms, this "Agreement"), will govern Customer's use of the services identified on the attached cover page, or if in the Cox Business e-commerce environment, as selected above (the "Cover Page") (each a "Service").

**1. Tariffs/Service Guide** If Customer is purchasing any Services that are regulated by the FCC or any state regulatory body ("Regulated Services"), then Customer's use of such Regulated Services is subject to the regulations of the FCC and the regulatory body of the state in which the Customer location receiving these Regulated Services is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with state and federal regulatory authorities. For states where the Regulated Services are de-tariffed, Regulated Services are provided pursuant to the rates, terms and conditions for the Cox Service Guide for that State (the "SG"), which may be found at <http://ww2.cox.com/business/voice/regulatory.cox> and which such terms are incorporated herein by reference. Cox may amend such tariffs (and if applicable, the SG) and the Regulated Services shall be subject to such tariffs (or if applicable, the SG), as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the Term selected on the Cover Page. Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

**2. PBX Usage and E911 Services** PLEASE REVIEW THE FOLLOWING WEBSITE FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES: <http://ww2.cox.com/business/voice/regulatory.cox>, in addition to the information about PBX Service and e911 Service in Section C13 of the General Terms. ONLY THE EMTA WILL HAVE BATTERY BACKUP PROVIDED BY COX. CUSTOMER IS RESPONSIBLE FOR BATTERY BACKUP FOR THE IAD, ESBC, ATA AND ALL CUSTOMER EQUIPMENT. IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S TELEPHONE SERVICE USING AN EMTA WILL CONTINUE TO OPERATE AS USUAL FOR UP TO EIGHT HOURS WITH THE BACKUP BATTERY PROVIDED BY COX. THE DURATION OF SERVICE DURING A POWER OUTAGE USING AN IAD, ATA, AND ESBC WILL DEPEND ON CUSTOMER'S BATTERY BACKUP CHOICE. IF THE EMTA, ATA, ESBC OR IAD THAT SUPPLIES YOUR TELEPHONE SERVICE IS DISCONNECTED OR REMOVED AND/OR THE BATTERY IS NOT CHARGED OR IS DAMAGED, SERVICE, INCLUDING ACCESS TO 911 OR E911, WILL NOT BE AVAILABLE. COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF CUSTOMER REMOVES OR DISCONNECTS THE EMTA, ATA, ESBC OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID DEVICES AT ANY TIME DURING THE TERM OF THIS AGREEMENT. COX USES YOUR TELEPHONE SERVICE ADDRESS TO IDENTIFY YOUR LOCATION FOR E911 SERVICE. IF THE EMTA, ATA ESBC AND/OR IAD INSTALLED IN YOUR BUSINESS IS MOVED, THE E911 DISPATCH MAY NOT RECEIVE YOUR CORRECT ADDRESS. PLEASE NOTIFY COX IF YOU WOULD LIKE TO MOVE OR RELOCATE YOUR TELEPHONE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR YOUR NEW ADDRESS TO BE UPDATED.

**3. Service Start Date and Term** This Agreement shall be effective upon execution by the parties. The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth on the Cover Page; provided that if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages resulting from delays in meeting service dates due to construction delays or reasons beyond its control. If Customer delays installation for a period of three (3) months or longer after the parties' execution of this Agreement, Cox reserves the right to terminate this Agreement immediately at any time thereafter and Customer shall be responsible for the full amount of construction costs and any other related costs incurred by Cox as of the date of termination. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

**4. Termination** Customer may terminate any Service before the end of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay a termination fee equal to the nonrecurring charges (if unpaid) and 100% of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If Cox is delivering Services via wireless network facilities and there is signal interference with any such Service(s), Cox may terminate this Agreement without liability if Cox cannot resolve the interference by using commercially reasonable efforts.

**5. Payment** Customer shall pay for all monthly Service charges, plus one-time set-up, installation and/or construction charges. Unless stated otherwise herein, monthly charges for Services shall begin upon installation of Service, and installation charges, if any, shall be due upon completion of installation. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. Customer acknowledges and agrees that if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described in Section 5, above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

**6. Service and Installation** Cox shall provide Customer with the Services identified on the Cover Page and may provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any facilities or equipment installed or provided by Cox (the "Cox Equipment"). Customer may use the Services for any lawful purpose, provided that such purpose (a) does not interfere or impair the Cox network or Cox Equipment and (b) complies with the AUP. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of the related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Web hosting customers may view the AUP by clicking on the control panel. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance.

**7. E-Rate Customers** If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program (collectively, "E-Rate Customers"), the additional terms in Section C9 of the General Terms will apply.

**8. General Terms** The General Terms are hereby incorporated into this Agreement by reference. Cox, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Cox publishing such changes on the website listed above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

**9. LIMITATION OF LIABILITY** COX AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISIONS OF THE SERVICES.

**10. WARRANTIES** EXCEPT AS PROVIDED HEREIN, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

**11. Public Performance.** If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performing licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.

## Cox Price Sheet

	3-year term MRC	4-year term MRC	5-year term MRC	Installation
10.0 Gbps - Host	\$5,400	\$5,220	\$4,950	\$0.00
200Mbps - per remote site	\$650	\$625	\$595	\$0.00
Total per month - 17 sites	\$15,800	\$15,220	\$14,470	\$0.00

10.0 Gbps - Host	\$5,400	\$5,220	\$4,950	\$0.00
500Mbps - per remote site	\$850	\$775	\$700	\$0.00
Total per month - 17 sites	\$19,000	\$17,620	\$16,150	\$0.00

10.0 Gbps - Host	\$5,400	\$5,220	\$4,950	\$0.00
1.0Gbps - per remote site	\$1,225	\$1,090	\$950	\$0.00
Total per month - 17 sites	\$25,000	\$22,660	\$20,150	\$0.00

Dark Fiber per site	no bid	no bid	no bid	no bid
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February 28, 2013

## Teacher Excellence & Support System (TESS) Update

TO: Board of Education

FROM: Kay Jacoby

I will present an overview of the new state teacher evaluation system, Teacher Excellence and Support System, which our district will use for 2013-2014.



February 28, 2013

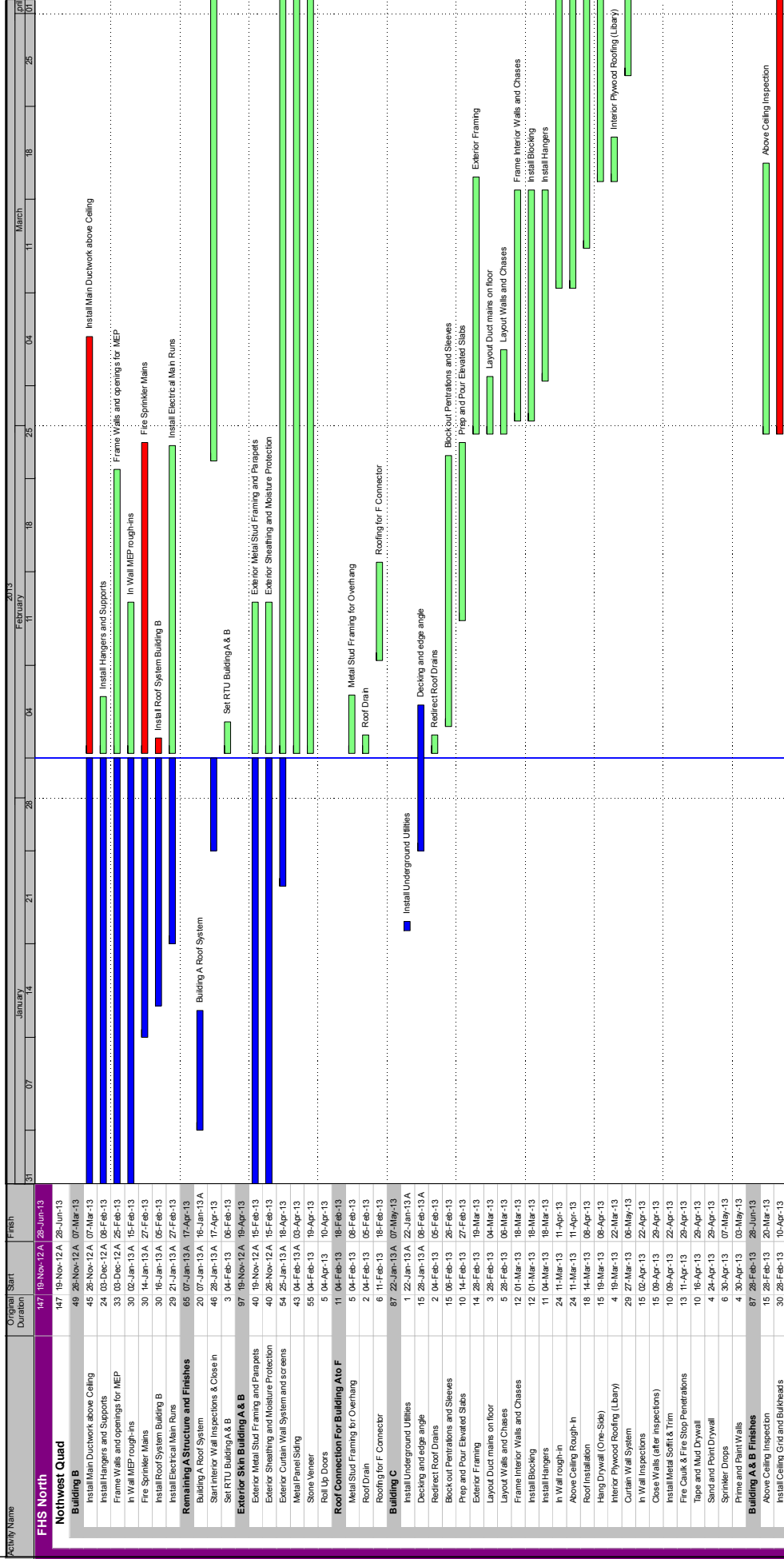
## Fayetteville High School Construction Update

TO: Board of Education

FROM: Vicki Thomas

Information regarding the renovation and construction at Fayetteville High School will be presented.

# FHS North



Date	Revision	Check... Appro...

**Project Confidential**

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- █ Actual Work
- █ Remaining Work
- █ Critical Remaining Work
- ◆ Milestone

Activity Name	Original Duration	Start	Finish	2013												Date	Revision	Chec...	Appro...	
				31	07	14	21	28	04	11	18	25	01	08	15	22	29	05	12	
Prime and Paint Walls	40	11-Apr-13	05-Jun-13																	
Install Fixtures and Devices	46	19-Apr-13	21-Jun-13																	
Install Ceiling Tiles	46	26-Apr-13	28-Jun-13																	
Install Doors and Hardware	40	02-May-13	26-Jun-13																	
				<p><b>Project Confidential</b></p> <p><b>Property of Nabholz Construction Corporation Not for Duplication or Distribution</b></p> <p>This document includes data prepared in conjunction with the Project that is deemed trade secret or proprietary to Nabholz. This document is shared with the Project Team solely for use on this Project consistent with the responsibilities of the Project team. The Recipients shall not duplicate, use, or disclose, in whole or in part, to any person, entity, or party outside the Project team without Nabholz prior written authorization. This schedule is provided for facilitating information to construct the project listed, and does not change the contracted completion date.</p>																
<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: blue; border: 1px solid black;"></span> Actual Work</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: green; border: 1px solid black;"></span> Remaining Work</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: red; border: 1px solid black;"></span> Critical Remaining Work</li> <li><span style="display: inline-block; width: 0; height: 0; border-left: 5px solid transparent; border-right: 5px solid transparent; border-bottom: 10px solid black;"></span> Milestone</li> </ul>																				

# PROJECT UPDATE

2013 02 28 | Fayetteville High School

## Commissioning

### STATUS UPDATE:

1. Viridian hosted a Pre-Commissioning meeting with Nabholz and appropriate subcontractors to discuss the inspection and functional testing process for Phase II.
2. Staff continues to observe installation of mechanical equipment in Phase II.
3. Viridian will host a Controls Coordination meeting with Nabholz, DLR and controls subcontractors in early March.

Commissioning (Cx) is a systematic process for ensuring that all building systems perform interactively, according to design intent and the owner's operational needs. This includes design review, pre- and post-functional testing, and coordination meetings.

## Leadership in Energy & Environmental Design (LEED)

### STATUS UPDATE:

1. The Green Building Certification Institute (GBCI) approved twenty-two design points that apply to both Phase I and Phase II of the Fayetteville High School project.
2. At the time of this update, and somewhat surprisingly, the initial review for Phase I has not been returned by GBCI. As soon as we receive the initial review we will notify the project team.
3. Phase II is still tracking at sixty points. Twenty-two of these points have been approved already. The remaining points continue to be verified through submittal reviews and tracking of construction documents. This increase over Phase II is found primarily in additional energy efficiency gains and the reuse of part of the existing high school facility.

For more information please contact John Coleman at 479.595.5759 or at [john@ViridianUSA.com](mailto:john@ViridianUSA.com)





February 28, 2013

New Policy 4205 (District Web Sites)  
& Revised Policy 4202 (Computer Use Policy)

TO: Board of Education

FROM: Susan Norton

I will present the new District Web Sites Policy 4205 for your consideration. Because we wanted the new policy as a stand-alone document, we removed the Web Site Guidelines from the old Computer Network Use Policy 4202. The Board will be asked to approve the new policy and the revised current policy at the March board meeting.



Policy on District Web Sites  
Draft 2/18/2013

District, school, and classroom webpages are public documents giving the outside world access to district, school, and classroom information. All district webpages should support the educational aims of The Fayetteville Public Schools and promote the professionalism of the district and quality of its image.

- ✓ School web pages may contain acknowledgments of school partnerships or sponsorships. Web pages may provide links to partners' or sponsors' websites. However, commercial use of the FPS district Website is strictly prohibited.
- ✓ All teachers must have web pages on the district web site that contain the following minimum specifications: name, contact information, grading procedures, curriculum, classroom management/discipline procedures, and curriculum maps for the subjects/courses/grade levels taught.
- ✓ Teachers who supply a link to an external classroom web site (such as edublogs or schoology, edmodo, facebook, etc.) must note that users will be leaving the district web site when clicking on that link.
- ✓ Student “Directory information” may be released without written consent in accordance with district procedures as documented in the Parent Handbook in the section on the Family Educational Rights and Privacy Act (FERPA). See the FERPA exception regarding “directory data” and a list of what may be released here:  
<http://www.ed.gov/policy/gen/guid/fpco/ferpa/mndirectoryinfo.html>



*The fine art of education.*

**FAYETTEVILLE (AR) PUBLIC SCHOOLS  
COMPUTER/NETWORK USE POLICY**

The Fayetteville Board of Education recognizes the need to effectively use digital technology to further enhance the educational goals of the school district. Security of the various information networks and computer systems must be in place in order to ensure availability and reliability of the computer and network resources. All computing resources (to include desktops, laptops, and handhelds of all varieties) should be used in a responsible, effective, ethical, and lawful manner. Users are expected to learn and follow normal standards of polite conduct and responsible behavior in their use of computer resources.

The District shall provide Education to minors about appropriate online behavior, including: interacting with others on social networking sites and in chat rooms, and cyber bullying awareness and response. The Board further expects all faculty, students, and staff to use the district's computers and networks for the intended purposes of education, research, and administration. Incidental personal use of school computers is permitted as long as such use does not interfere with the employee's job duties and performance, with system operations, or other system users. "Incidental personal use" is defined as use by an individual employee for occasional personal communication.

All users of district equipment must sign the district computer and network use agreement stating they understand this policy and the guidelines contained in the administrative rules and procedures regarding computer use. Network accounts will not be assigned to a user until the use agreement is signed. If there is any doubt about whether a contemplated activity is in accordance with the purpose for which the account was provided, students should consult with parents and teachers and employees should check with immediate supervisors.

Violations of some guidelines set forth in the rules and procedures may constitute a criminal offense. Systems staff and district administrators will cooperate fully with law enforcement agencies in investigating any violations.

The district cannot be held liable for any losses, including lost revenues, or for any claims or demands against system users by another party. The district cannot be held responsible for any damages due to the loss of output, loss of data, time delay, system performance, software performance, incorrect advice, or any other damages arising from the use of the district's computer facilities or equipment. Faculty, staff, students and/or their parent or guardian will be held liable for any of the above that he/she causes.

It is the responsibility of each user on the network to recognize his/her accountability in having access to vast services, sites, systems and people, and to act according to acceptable behavior standards when using the network. It is necessary that users observe the Acceptable Use Policy of other networks as well as this policy.



System users must not obtain, attempt to obtain, or disseminate any electronic communication or information not intended for them, or directly related to the responsibilities they are assigned.

Use of the district's computers and access to the network is a privilege that will be revoked for violation of any of the administrative rules and procedures listed below. Users are subject to appropriate disciplinary measures, up to and including non-renewal, termination and expulsion should these guidelines be violated.

All computers remain under the control, custody, and supervision of the district through management and oversight by the district Technology Department. Under normal circumstances, the district will not monitor or inspect email or web transaction logs as standard operating procedure. However, if there are legal or disciplinary issues that require the district to monitor, inspect, copy, or review files maintained on district computers or networks, the district reserves the right to do so. All such information shall be and remain the property of the district and no user shall have any expectation of privacy regarding such materials. Email is subject to Freedom of Information (FOI) requests.

## RULES AND REGULATIONS FOR USE OF COMPUTER/NETWORK RESOURCES

### I. INTERNET SAFETY

#### A) **General Warning: Individual Responsibility of Parents and Users.**

All users and their parents/guardians are advised that access to the electronic network may include the potential for access to materials inappropriate for children and minors. Even though filters are in place (see E, below, "Active Restriction Measures"), they are an imperfect means of blocking access to inappropriate material. If a user unintentionally visits an offensive or harmful site, he or she should bring this to the attention of the supervising teacher who should then report it to the district system administrator. Every user must take responsibility for his or her use of the computer network and Internet and stay away from inappropriate sites. Parents of minors are the best guide for materials to shun. If a user finds that other users are visiting offensive or harmful sites, he or she should bring this to the attention of their teacher or supervisor.

#### B) **Personal Safety for students.**

In using the computer network and Internet, do not reveal personal information such as your home address or telephone number. Do not use your real last name or any other information that might allow a person to locate you without first obtaining the permission of a supervising teacher. Do not arrange a face-to-face meeting with someone you "meet" on the computer network or Internet without your parent's permission (if you are under 18).

#### C) **Confidentiality of Student Information and Personal Information.**

Personally identifiable information concerning students may not be disclosed or used in any way on the Internet without the permission of a parent or guardian or, if the student is 18 or over, the



permission of the student himself/herself. See the exception regarding “directory data” here: <http://www.ed.gov/policy/gen/guid/fpco/ferpa/mndirectoryinfo.html>

Users should never give out private or confidential information about themselves or others on the Internet, particularly credit card numbers and Social Security numbers.

**D) “Hacking”, “Spamming”, and Other Illegal Activities**

It is a violation of Policy 4202 to use the districts computer network or the Internet to gain unauthorized access to other computers or computer systems, or to attempt to gain such unauthorized access. Any use which violates state or federal law relating to trespass, copyright, trade secrets, the distribution of obscene or pornographic materials, or which violates any other applicable law or municipal ordinance, is strictly prohibited.

**E) Active Restriction Measures**

The School, either by itself or in combination with the State of Arkansas Department of Information Systems (DIS) providing Internet access, will utilize filtering software or other technologies to prevent students from accessing materials/sites that (1) are obscene, (2) contain child pornography, or (3) could be harmful to minors. The School will also monitor the online activities of students, through direct observation, to ensure that students are not accessing such depictions or any other material that is inappropriate for minors. Monitoring through technical means will only be used in special circumstances if it is necessary to track documented violations. Internet filtering software or other technology-based protection systems may be disabled by a supervising teacher or school administrator, as necessary, for purposes of bona fide research or other educational projects being conducted by students age 17 and older.

**F) Failure to Follow Policy**

Use of the computer network and Internet for education, research, administration, and incidental personal use is a privilege, not a right. A user who violates Policy 4202, shall, at a minimum, have his or her access to the computer network and Internet terminated, which the district may refuse to reinstate for the remainder of the student’s enrollment or staff member’s employment. A user violates the Policy by his or her own action and should understand that it is a personal responsibility to report any violations by others that come to their attention. Further, a user violates the Policy if he or she permits another to use his or her account or password to access the computer network and Internet, including any user whose access has been denied or terminated. The district may also take other disciplinary action in such circumstances.

**II. BEHAVIOR STANDARDS**

A) Users are expected to behave in a moral, legal, and ethical fashion that supports district education goals.

B) Abusive conduct when using the computer or network is prohibited.

**Abusive conduct can be, but is not limited to:**

1) Placing of unlawful information on the system



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- 2) Using abusive, obscene, threatening or objectionable language.
  - 3) Sending messages that are likely to result in the loss of recipient's work or systems.
  - 4) Sending of "chain letters," or "broadcast" messages to lists or individuals.
  - 5) Use of the system to intimidate or create an atmosphere of harassment.
- C) Interference with or disruption of the network users, services, or equipment is prohibited.

**Disruptions could include, but are not limited to:**

- 1) Distribution of unsolicited advertising.
  - 2) Propagation of computer worms or viruses.
  - 3) Unauthorized entry to any other machine accessible via the network.
  - 4) Attempting to degrade or degrading system performance.
- D) Transmission of any material in violation of any U.S. or state laws or regulations is prohibited and may constitute a criminal offense.
- E) Accessing another individual's electronic mail is prohibited except when an investigation requires the monitoring of systems by authorized technology staff.
- F) Attempts to gain unauthorized access to systems is prohibited.
- G) The use of another individual's access codes/passwords is prohibited.
- H) Copying of another individual's work or copyrighted material is prohibited.
- I) Use of the computer system or network for commercial or promotional purposes is prohibited, except as provided by the district Message Board.

### **III. THE COMPUTER NETWORK**

***The district network and any access to the larger information networks exists for the primary purpose of transmitting and sharing information between academic and research organizations.***

- A) All computers from which electronic information resources can be accessed by students will be in supervised areas. District staff shall monitor student computer use, providing assistance or taking corrective action when necessary.
- B) Designated district staff shall assist in providing:
- ® Training for students and other staff in the appropriate and safe use of remote electronic information resources.
  - ® Instructions to students and staff on the responsible use of on-line resources.



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- ® Direction to on-line resources that relate to curriculum, teaching and learning, and related communications priority activities and applications.
- C) Network use must be consistent with the goals and standards of the district, school, and specific curriculum.
- D) Networked computers may be used as a laboratory for research and experimentation in computer communications and curriculum development where such use does not interfere with normal operations.
- E) Faculty, students, staff and associates are individually responsible for the proper use of their accounts, including proper password protection and appropriate use of network resources. Users are expected to protect their accounts from being used by anyone else.
- F) An account assigned to an individual shall be used by that individual only. Teachers will not provide network access to a student through a teacher account.
- G) To ensure security and prevent unauthorized access to account privileges, users must log off the network any time they cannot monitor the use of their machine.

#### **IV. USE OF COMPUTER HARDWARE**

- A) Only individuals authorized by the district Technology Department will install, service, and/or maintain district-owned computer hardware.
- B) No hardware, including cables or peripherals, may be moved without authorization from district Technology Staff.
- C) It is the responsibility of the faculty member to whom the computer is assigned to shut down their computer system at the end of each day. It is the responsibility of the faculty, students, staff, and associates to make reasonable efforts to keep the computer clean and away from smoke, dust, magnets, food, liquid, and any other foreign material known to be harmful to the hardware or functionality of the system.
- D) It is the responsibility of the faculty member to whom the computer is assigned to report malfunctions of the hardware to the site technology specialist using appropriate reporting method.
- E) The district is not responsible for the loss of any data on the local drives. Data on the local drives is not secure and your local drives may be reformatted at any time. In order to secure data, all data must be saved to a location on the network .e. home directory or shared directories.



## **V. USE OF COMPUTER SOFTWARE**

- A) Only software that is legally owned or authorized by the district may be installed on district computer hardware.
- B) The unlawful copying of any copyrighted software and/or its use on district hardware is prohibited.
- C) Modification or erasure of software without authorization is prohibited.
- D) The introduction of any viral agent is prohibited. All media should be checked for a virus each time it is put into the computer system.
- E) The technology staff has the right to remove any software from district owned equipment where the user cannot provide original copies of the software and/or appropriate license for the software.
- F) The technology staff has the right to remove any software from district owned equipment that degrades the performance of the equipment, the operating system or the network.
- G) All software purchased with district funds must be maintained under district accounts and made available to district technology staff for the purpose of installation and recovery if necessary.

## **VI. PROPER RESPECT FOR COPYRIGHT**

*In an effort to encourage the proper respect for copyright on the Internet, the following guide for staff and student users is provided:*

- If the user did not create a non-public domain written work, piece of art, photograph or music, or obtain rights to it, **THE USER DOES NOT OWN IT.**
- If the user does not own the non-public domain material, the user may not copy it or distribute it to others.
- The author or owner of a document or other type of information must explicitly relinquish rights in order to place a work in the “Public Domain” and thereby make copying/distribution with specific authorization possible.
- Fair use allows the user to copy small portions of a work the user does not own without permission, but only for criticism, education, news reporting, and the like.





- When in doubt, the user should ask the creator or owner of material for permission to use the work.
- Content that is licensed for use by the copyright holder may be used only as long as the license for use remains in effect. Once any licenses to use content expire or are revoked, that content may no longer be legally used for any purposes that are not considered *Fair Use* or otherwise exempted from copyright restrictions.

## **~~VII. WEB PUBLISHING ON DISTRICT WEB SERVER(S)~~**

~~*District, school, and classroom webpages are public documents giving the outside world access to district, school, and classroom information. All district webpages should support the educational aims of The Fayetteville Public Schools. Subsequent in this document, "District web pages" refers not only to district-level, but also school and classroom-level web pages.*~~

### ~~*A) Purpose of District Web Pages*~~

- ~~• Introducing outside visitors to the school and its programs.~~
- ~~• Sharing the school's successes with the world.~~
- ~~• Sharing pertinent up-to-date school information with district patrons.~~
- ~~• Linking internal users to sound internal and external sources of information.~~
- ~~• Facilitating the learning process~~

### ~~*B) School Webmasters*~~

~~All district school websites must have a school webmaster approved by the principal. The school webmaster will assist the principal of the school in reviewing staff web pages and ensuring that district webpage policies and guidelines are followed.~~

### ~~*C) Content and Communication*~~

~~The content of school web pages must be consistent with the educational aims of Fayetteville Public School District as contained in the District Mission and Goals. (<http://www.fayar.net/administration/mission.html>).~~



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~~The school and classroom webpages shall be hosted on a district web server. Web page developers will keep pages up to date (e.g. revised every two weeks) and follow district policies and guidelines. The district webmaster will periodically review school websites and will work with the school webmaster to ensure district web page guidelines are met. Pages and/or content found to be out of compliance may be subject to removal at the discretion of the district webmaster.~~

~~District web pages will not contain content that could allow people to contact students directly. In addition, district web pages will not contain content that could compromise building security.~~

*~~D) Advertisements / Commercial Use~~*

~~School web pages may contain acknowledgments of school partnerships or sponsorships. Web pages may provide links to partners' or sponsors' websites. However, commercial use of the FPS district Website is strictly prohibited.~~

*~~E) Identification of Students~~*

~~All district web authors are responsible for following policy (see section I, subsection C of this document) concerning the release of student images and information for publication.~~

*~~F) Respecting Copyright~~*

~~Web Authors will respect copyright law (see section VI of this document). Copyright may be claimed by the author for original work.~~

*~~G) Accessibility~~*

~~All webpages will comply with Arkansas Act 1227 of 1999 and Section 508 of the Rehabilitation Act Amendments of 1998. Minimum requirements can be found in the Webmaster Guidelines published on [www.fayar.net](http://www.fayar.net).~~



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## VIII. Social Media Guidelines

Employees and students should be mindful of the information they post. Online behavior should reflect the same standards as those used for face-to-face communications. Deleted information may be stored and retrieved indefinitely. Information marked “private” rarely is, and may be forwarded easily, even by someone you trust. Share ideas in a respectful manner.

### Guidelines for All Users

- Respect student and employee privacy rights and laws. Do not comment on students or confidential student matters on social networks
- View online content, including social media, as an extension of your physical classroom or building. If it is not appropriate in the classroom or out in the open at school, it is not appropriate online either.
- Search your name online and monitor what others are saying and posting about you. Even your friends and family can post and tag (i.e., identify you by name) photos you would never consider making public. If that happens, either ask the person to remove the offending photo or make it clear that you do not support its publication. Be sure to review your privacy settings regularly.

### Guidelines for Employees

- Ensure that content reflects and is consistent with the work you do for your district. Once you identify yourself as a school or district employee, you are automatically connected with colleagues nationwide.
- Do not use e-mail, text messaging, instant messaging, or social networking sites to discuss non-school-related issues with students. Homework, class activities, athletics, extracurricular activities, parent nights, choral concerts, and other school activities represent appropriate topics of discussion. Keep relationships with students professional at all times.
- Do not violate your co-workers’ privacy. Professionals have tough conversations face-to-face and in the appropriate settings.
- Identify yourself as a school employee, and do not post comments anonymously or try to hide your role. Fact-check information for accuracy before posting or sending it to another person.

Approved: 6/27/02

Revised: 5/23/02

Revised: 6/24/04

Revised: 6/23/05

Revised: 3/13/09

Revised: 5/26/11

Effective Date: 7/1/11



February 28, 2013

New Policies 4114 (Licensed Personnel Contract Return)  
& 4240 (Classified Personnel Contract Return)

TO: Board of Education

FROM: Greg Mones

I will present new policies 4114 (Licensed Personnel Contract Return) and 4240 (Classified Personnel Contract Return). These policies are intended to ensure that signed contracts are returned in a timely manner. The board will be asked to approve the policies at the March board meeting.



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## **FAYETTEVILLE (AR) PUBLIC SCHOOLS**

### **LICENSED PERSONNEL CONTRACT RETURN**

An employee shall have thirty (30) days from the date of the receipt of the employee's contract for the following school year in which to return the contract, signed, to the office of the Superintendent. The date of receipt of the contract shall be presumed to be the date of a cover memo which will be attached to the contract.

Failure of an employee to return the signed contract to the office of the Superintendent within thirty (30) days of the receipt of the contract shall operate as a resignation by the employee. No further action on the part of the employee, the Superintendent, or the School Board shall be required in order to make the employee's resignation final.

If there is a discrepancy in the contract, the employee should report it to the Director of Human Resources (in writing) within 10 days.

Legal Reference:       A.C.A. § 6-17-1506(c)(1)

Date Adopted:  
Effective:



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## **FAYETTEVILLE (AR) PUBLIC SCHOOLS**

### **CLASSIFIED PERSONNEL CONTRACT RETURN**

An employee shall have thirty (30) days from the date of the receipt of the employee's contract for the following school year in which to return the contract, signed, to the office of the Superintendent. The date of receipt of the contract shall be presumed to be the date of a cover memo which will be attached to the contract.

Failure of an employee to return the signed contract to the office of the Superintendent within thirty (30) days of the receipt of the contract shall operate as a resignation by the employee. No further action on the part of the employee, the Superintendent, or the School Board shall be required in order to make the employee's resignation final.

If there is a discrepancy in the contract, the employee should report it to the Director of Human Resources (in writing) within 10 days.

Date Adopted:  
Effective:



February 28, 2013

Revisions to Policies 4150 (Teacher Leave Policy) &  
4243 (School Employees Leave Policy)

TO: Board of Education

FROM: Greg Mones

I will present revisions to policies 4150 (Teacher Leave Policy) and 4243 (School Employees Leave Policy). Only the pages with changes (page 1 on Policy 4150 and pages 1 & 2 on Policy 4243) are attached. These revisions are recommended by the certified and classified PPCs. The Board will be asked to approve the revised policies at the March board meeting.



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**FAYETTEVILLE (AR) PUBLIC SCHOOLS  
LEAVE POLICY**

The Fayetteville Board of Education recognizes the need for employees to be protected from loss of salary during temporary absences from work caused by personal illness or disability, illness, or bereavement in the immediate family, and other reasons of an emergency or personal nature.

The Board of Education also agrees to protect the security of the teacher who requests leave of absence for an extended period by guaranteeing the individual to return to a teaching position, provided conditions outlined in the procedures governing this policy are met.

School Board Policy  
Revised: 5-10-78

**TEACHER LEAVE PROCEDURES**

**I. Sick Leave**

Sick leave shall be defined as leave granted because of physical, mental, or emotional illness of the employee, or illness or death in the immediate family. Immediate family shall include the teacher's spouse, children, parents, grandparents, grandchildren, siblings and any other relatives living in the same household.

- A. Teachers shall be granted a total of one day per contracted month of sick leave per year for which there shall be no deduction from the teacher's salary.
- B. A teacher who does not use all days allotted for sick leave in any school year shall accumulate all unused leave to a limit of ~~90~~ 120 days. After ~~90~~ 120 days are accrued, unused sick leave shall accrue at 3 days per year thereafter.
- C. Sick leave may be used for any medical disability connected with or resulting from pregnancy. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires provided such employment does not impair her health as determined by a qualified medical doctor of her choice. All or any portion of a leave taken by a teacher because of medical disability connected with or resulting from pregnancy shall, at the teacher's option, be charged to available sick leave. (The teacher shall notify the principal as soon as possible of the time the teacher needs to be relieved of duty and also the time the teacher expects to return to duty)





## SCHOOL EMPLOYEES LEAVE POLICY

The Fayetteville Board of Education recognizes the need for employees to be protected from loss of salary during temporary absences from work caused by personal illness or disability, sickness in the immediate family, and other reasons of an emergency or personal nature.

### DEFINITIONS

School employee shall include any employee of this school district who works not less than 20 hours per week, and who is not compelled by law to secure a teaching license from the State Board of Education as a condition precedent to employment.

### PROCEDURES

#### I. Sick Leave

- A. Sick leave shall mean absence with full pay from one's duties for the reason of personal illness or illness/death in the immediate family.
- B. Immediate family shall include the employee's spouse, children, parents, grandparents, grandchildren, siblings, and any other relatives in the same household.
- C. Accumulated sick leave shall mean the total number of days of unused sick leave that a school employee has to his/her credit.
- D. Each eligible employee shall have an accumulation rate of one (1) day per month or major portion thereof that the employee is employed at full pay. Such accumulation shall begin with the first month or major portion thereof beginning with the first day of the first school term for which the individual is employed. Provided, if an employee resigns or leaves his employment position for any reason before the end of the school term, the school district may deduct from his last pay check full compensation for any days of sick leave used in excess of the number of days earned. An employee shall be entitled to such leave only for reasons of personal illness or illness of his immediate family.
- E. A record of sick leave used and accumulated shall be established and maintained by the business office. Sick leave that is unused by an employee during any school year shall be accumulated in the employee's sick leave account at the rate of one (1) day per month, or major portion thereof until ~~ninety (90)~~ one-hundred twenty (120) days have been accumulated. An employee who qualifies for sick leave under section D may use any amount up to his total

number of accumulated days. Accumulated days of sick leave that are used up may be restored up to ~~ninety (90)~~ one-hundred twenty (120) days in the same manner that they were first accumulated.

1. After ~~90~~ 120 days are accrued, unused sick leave shall accrue at 3 days per year thereafter. The remaining unused sick days each year will go into your individual unused bank (NOT SICK LEAVE BANK) or you may donate



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any portion of your unused sick days to the classified sick leave bank. Unused bank days may not be used, transferred or withdrawn. They are for retirement payment purposes only.

F. Upon retirement, ~~non-certified~~ classified employees who qualify for benefits in the retirement system will be reimbursed for unused sick leave in excess of forty-five (45) days and the total number of days in the unused bank at the then current daily rate for substitute teachers.

G. Sick leave may be used for any medical disability connected with or resulting from pregnancy. An eligible employee who is pregnant may continue in active employment as late into their pregnancy as desired provided such employment does not impair their health as determined by a qualified medical doctor of their choice. All or any portion of a leave taken by employee because of medical disability connected with or resulting from pregnancy shall, at the employee's option, be charged to available sick leave. (The employee shall notify their supervisor as soon as possible of the time the employee needs to be relieved of duty and also the time the employee expects to return to duty.)

## II. Sick Leave Bank for Classified Personnel:

Participation in the Sick Leave Bank (SLB) is available to all classified employees who are eligible for sick leave, and is on a voluntary basis.

An employee becomes a member of the SLB by contributing one (1) sick day to the bank. New staff members and others not contributing previously will be given an opportunity to join.

Such declaration and contribution shall be made on a Sick Leave Bank Election Form distributed and collected by the District's Human Resources Office. The SLB Form is due in the Human Resources office no later than September 15 or within 15 days of beginning employment.