



Board of Education
 Thursday, September 25, 2014, 5:00 PM
 Adams Leadership Center, Winborn Conference Room

Agenda Item

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September 25, 2014

Call to Order

Pledge of Allegiance

Butterfield Trail Elementary School
Joey Folsom, Principal

Roll Call

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

September 25, 2014

IV. Recognition of People, Events and Programs

V. Board Reorganization

VI. Citizen Participation

VII. Consent Agenda

Reading of the Minutes
Student Transfers
Special Education Agreements



Minutes of the August 28, 2014 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 Happy Hollow Elementary School.

Roll Call

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

Recognition

The Woodland Quiz Bowl team received a Recognition of Outstanding Achievement Award for winning the 2014 Junior National Academic Championship.

Bethany Strasser, Ramay engineering teacher, received a Recognition of Outstanding Achievement Award for being named the 2014 Arkansas Technology & Engineering Teacher of the Year.

Suzie Bates, child nutrition supervisor, and Dena Griffin, special education teacher at Butterfield Trail Elementary, received an Above & Beyond Award for their outstanding work in the district.

Dr. David Deggs, director of Adult & Community Education, and Katie Tennant, executive director of the Fayetteville Community Foundation, presented information regarding a new fund established to benefit Adult Education. Ms. Tennant and Dr. Deggs noted that this is a community initiative and thanked the Fayetteville School Board members for providing the seed money for the fund.

Consent Agenda

The Board voted 6-0 to approve the consent agenda. Steve Percival made the motion, which was seconded by Susan Heil.

FHS Update

The Board voted 6-0 to alter the agenda to allow the FHS update information item to be presented before the action items. Jim Halsell made the motion, which was seconded by Steve Percival.

Greg Fogle, president of Midwest operations for Nabholz, reported that the Fayetteville High School Phase 1 project received the Excellence in Construction Award from the Associated Builders & Contractors of Arkansas and presented the award to the school board.

Jared Brown, project manager, reported that the central section of Phase 2 is complete and the Bulldog Lobby will open next week. The steel structure on the final section of Phase 2 will be complete within 30 days. Work on concrete floors and wall framing will also continue.

District Service Agreements

The Board voted 6-0 to approve the Agreement for General Services and the Agreement for Professional Services with the addition of the words "and students" after the word employees in the fourth paragraph of the Agreement for Professional Services. Bryn Bagwell made the motion, which was seconded by Susan Heil.

Bank Resolution

The Board voted 6-0 to allow Kathy Hanlon, chief financial officer, and Glenda Sullins, director of accounting, full access and signing authority on district accounts at Centennial Bank including, but not limited to, online banking and cash management access, as well as any other inquiry or changes on or to the accounts as needed. Steve Percival made the motion, which was seconded by Susan Heil.

Classified Step Raise

The Board voted 6-0 to approve a 1.29% step increase for classified staff. The cost of the step raise is \$200,000. Classified PPC met and approved the raise. Steve Percival made the motion, which was seconded by Traci Farrah.

MAP Testing Contract



The Board voted 6-0 to approve the NWEA MAP assessment contract in the amount of \$93,750 for the 2014-15 school year. MAP assessments will be conducted in grades K-9 in reading and math and in grades 10-12 for special education students and English learners. Bryn Bagwell made the motion, which was seconded by Traci Farrah.

Monthly Financial Report

Kathy Hanlon, chief financial officer, presented the monthly financial report, including fund balances, building fund accounts, and revenues and expenditures as of July 30, 2014.

Back to School Update

John L Colbert, associate superintendent for elementary education, presented information regarding the first week of the 2014-15 school year. This year is the first year for Owl Creek as a continuous learning calendar school. The Bike Ed program begins in all k-12 schools this year. We have welcomed ninety three new teachers. Compared to the 4th day of school last year, we show an increase of 136 students. All Pre-K classrooms are at capacity with a total of 126 students and a waiting list of 80.

Transition Plan Update

Kim Garrett, associate superintendent for secondary education, presented information regarding the transition plan for 2015-16. This fall, representatives from the middle schools, junior highs and high school are meeting to continue the transition preparation work that began in the spring of 2013. The work moving forward will include developing a professional development plan to support teachers. Work will also continue on analyzing the teaming concept at junior highs, looking at potential new courses and course changes, advisory, orientations and tours. Communication to students, parents and teachers will be a priority.

Districtwide PD Update

Kay Jacoby, executive director of curriculum, instruction, assessment and accountability, and staff members presented information regarding the districtwide professional development that was held on August 12th.

Computer Network Use Policy

Susan Norton, executive director of information systems, presented revisions to Policy 4202 (Computer Network Use Policy). The new language is regarding the use of cloud based instructional software and storage involving sensitive data. The Board will be asked to approve the revisions at the September board meeting.

Personnel Items

The Board voted 6-0 to approve the certified staff changes. Steve Percival made the motion, which was seconded by Susan Heil.

The Board voted 6-0 to approve the classified staff changes. Steve Percival made the motion, which was seconded by Susan Heil.

The meeting was adjourned at 6:40pm.

Tim Hudson, President

Bryn Bagwell, Secretary



Minutes of the September 17, 2014 Budget Workshop
Fayetteville Board of Education

The board workshop convened at 5:00pm in the Adams Leadership Center. Board members Justin Eichmann, Tim Hudson, Susan Heil, Steve Percival, Bryn Bagwell, Jim Halsell and Traci Farrah were present.

Kathy Hanlon, chief financial officer, presented the summary of the annual financial report for FY14, including charts showing a breakdown of total revenues, operating expenses, and operating expenses by function. The FY15 summary budget and table of expenditures by function were also discussed. The building fund summary, food service fund summary and federal fund summary were presented and discussed.

Ms. Hanlon presented the FY15 budget summary which showed the starting fund balance, revenues, net transfers, expenditures and ending fund balance for the following funds:

- Teacher salaries
- Operating
- Building
- Debt service
- Federal funds
- Activity
- Food service

The Board will be asked to approve the FY15 budget summary at the September 25th board meeting.



September 25, 2014

Consent Agenda

D. Student Transfers

TO: Board of Education

FROM: Dr. Paul Hewitt

I recommend approval of the following student transfer requests:

Incoming:

Tracy Hall requests that her child, Liam M. Hall, grade 11, be transferred from the Lincoln School District to the Fayetteville School District

Christina Bauer requests that her child, Jack Irie, grade 1, be transferred from the Huntsville School District to the Fayetteville School District

Brian Waters requests that his child, Audrey Crosson, grade 12, be transferred from the West Fork School District to the Fayetteville School District

Belinda Jennings requests that her children, John K. Henry, grade 12, and Jordan K. Henry, grade 12, be transferred from the Springdale School District to the Fayetteville School District

Outgoing:

Jami Ann Peterson requests that her children, Allison C. Peterson, grade 7, Abbi N. Peterson, grade 6, and Andria Peterson, grade 1, be transferred from the Fayetteville School District to the Farmington School District

Anne Puckett requests that her child, Samantha King, grade 11, be transferred from the Fayetteville School District to the Springdale School District



Outpatient Treatment

Program Description

Adult and Child Outpatient, School-Based Services, and Foster Home Outreach

The mission of Ozark Guidance Center is saving and changing lives by providing compassionate quality mental health services. All programs are in alignment with this mission.

Outpatient Treatment programs include adult and children's programs and services through the School Based and Foster Home Outreach programs. Adult outpatient services are offered out of the Bentonville, Berryville, Eureka Springs, Huntsville, and Springdale locations. Children's outpatient services are offered out of our Bentonville, Berryville, Fayetteville, Huntsville, Rogers, Siloam Springs, and Springdale locations. School Based services and Foster Home Outreach (FHO) provide community based services in schools, homes and out of our office locations across Northwest Arkansas (FHO services are provided in Washington and Benton Counties). Outpatient programs serve adults and children (ages 3 and up).

Adult and Child Outpatient

Outpatient directly serves adults and children who are seeking care for their mental health. Outpatient clients may be self-referred or referred through schools or school personnel, clinics, physicians or medical professionals, the judicial system, community providers, or parents or other family members.

Outpatient hours of operations are Monday through Friday, 8:00am-5:00pm with some locations offering evening appointments on various days throughout the week. The frequency of all services is based upon individual treatment plans.

Outpatient accepts Medicaid, Medicare and private insurance for clinical services. Service fees are based upon individual financial consultation.

Outpatient services are provided by a multi-disciplinary team including:

- ↓ Psychiatrist
- ↓ Psychologists
- ↓ APN
- ↓ Registered Nurse(s)
- ↓ Licensed Clinical Social Workers
- ↓ Licensed Professional Counselors
- ↓ Mental Health Paraprofessionals

Program Philosophy



The philosophy of outpatient services is that all people have the resources within them to make the necessary changes to obtain their best possible mental health and our mission is to help them find their best solutions.

Program Goals

The goal of Outpatient services is for each client, adult or child to obtain the skills and tools necessary to stabilize their functioning and achieve success in their therapeutic and personal goals. The frequency and duration of Outpatient services will vary dependent upon individual treatment plans, but all Outpatient services are intended to be time-limited and goal oriented, focused on empowering each client to achieve their unique, desired outcomes.

Outpatient services incorporate a range of clinical and educational services, including: individual therapy, group therapy, family therapy, collateral interventions, psychiatric diagnostic assessment, medication administration and management, crisis interventions, crisis stabilization, and discharge planning.

Entry Criteria

- ↓ Client must have a DSM IV diagnosis that aligns with medical necessity for therapeutic services
- ↓ Client is experiencing functional impairments that are inhibiting their success in their daily life
- ↓ Client has sufficient cognitive abilities to benefit from services
- ↓ GAF score of 40 or higher

Transition/Discharge Criteria

Each client works individually with their assigned providers and treatment team to regularly assess their goals and progress and refine their unique treatment plans accordingly. Successful completion of therapeutic and associated personal goals is celebrated and clients are supported in creating individualized plans for discharge from services upon completion.

Should a client's current level of functioning necessitate inpatient services, the client will be evaluated through risk assessment which may include a referral to a higher level of care.

Program Objectives

Outpatient services strive to meet the therapeutic needs of adults and children in their communities and collaboratively create and achieve personal and meaningful treatment plans and goals. Outpatient services are individualized and focused on empowering each client in their abilities to stabilize and maintain their mental health and wellness.

Modalities

All clients are assessed using the Outcomes Questionnaire for youth or adults, Daily Living Activities Assessment (DLA), and a Diagnostic Intake to assess their level of functioning and progress towards

transition. Each client has an individualized treatment plan that identifies their goals with measurable objectives that are reviewed on a quarterly basis.

Outpatient services use a wide range of therapeutic approaches and modalities. Treatment interventions assist clients in reaching their outcomes successfully. Services are provided through skill building, didactic approaches, insight-oriented interventions, and experiential-based activities. Collaboration and compassion are the key components in each of these therapeutic efforts. Cognitive-Behavioral, Play Therapy (as age appropriate), and Trauma Focused Cognitive-Behavioral Therapy are utilized as appropriate for each client's needs.

School Based Services

School Based services directly serve school age youth, kindergarten through high school, that are faced with emotional and/or behavioral problems that are prohibiting their success in school. School based clients may be self-referred or referred through outpatient therapists and clinics, doctors or other medical professionals, the judicial system, community providers, or family members.

School Based services are delivered in local schools across Northwest Arkansas during standard school operating hours. Some services such as family therapy or psychiatric services may be provided in home or OGC office locations during clinic hours. The frequency of all services is based upon individual treatment plans.

School Based services accept Medicaid and private insurance for clinical services. Service fees are based upon individual financial consultation. Some schools may choose to purchase specific services for children without standard funding sources or in unique situations requiring very time limited interventions.

School Based services are provided through a multi-disciplinary team including:

- ↓ Psychiatrist
- ↓ Clinical Social Workers
- ↓ Licensed Professional Counselors
- ↓ Certified Psychiatric and Mental Health Nurse or Registered Nurse(s)
- ↓ Mental Health Paraprofessionals

Program Philosophy

The philosophy of School Based services is that all children have the resources within them to be successful. Through supportive services, provided in a familiar place with as little interruption as possible to daily life, routine, and educational programming therapists can help children and families reduce barriers to learning and improve the emotional and behavioral development of the child.

Program Goals

School Based services are a unique therapeutic opportunity that we share with the educational systems in the Northwest Arkansas area. The goals of School Based services include:

- Collaborative effort between Ozark Guidance as a behavioral health institution and the educational system.
- Coordinated abilities to provide each student with the quality education they need as well as identifying and addressing the therapeutic needs of students with emotional and/or behavioral concerns.
- Increased consistency in mental health care, shorter absences from class, low interference with a parents work day and collaborative treatment that involves the client, family, school and any others influencing the life and progress of the child.
- Comprehensive intervention strategies that enhances each child's ability to succeed.

Entry Criteria

- ↓ Client is currently enrolled in school (kindergarten-high school)
- ↓ Client must have a DSM IV diagnosis
- ↓ Client is displaying functional impairment that is impacting or has the potential to impact their success in their school setting
- ↓ Client has sufficient cognitive abilities to benefit from services

Transition/Discharge Criteria

OGC works with all children individually. This is a collaborative process between the client, family, school and treatment team each 90 days to review progress and recommendations for ongoing care. Transition plans are initiated as early as possible to identify progress and resources for lower levels of care as children accomplish their goals. Transition planning also prepares clients who will be aging out of the program for other service modalities, such as standard adult outpatient services or adult therapeutic day services.

Should a client's current level of functioning necessitate a higher level of care, the treatment team will work collaboratively to refer and transition the client to the appropriate service structure, such as Therapeutic Day services or inpatient services.

Modalities

All clients are assessed using the Youth Outcomes Questionnaire (YOQ), Daily Living Activities Assessment (DLA), and Diagnostic Intake to assess their level of functioning and progress towards transition. We work with each youth served to meet educational goals using IEPs and state standards, 504s and education plans, as appropriate. Each youth has an individualized, child-centered plan that addresses youth, parent, and school goals with measurable objectives that are reviewed on a monthly basis.

School Based services incorporate a range of services, including: individual therapy, on- and off-site interventions, group therapy, collateral interventions, psychiatric diagnostic assessment, medication management, crisis interventions, crisis stabilization, service transition, and discharge planning.

School Based services use a wide range of therapeutic approaches and treatment interventions to assist children in reaching their successful outcomes. This happens through skill building, didactic approaches,

insight-oriented interventions, and experiential-based activities. Collaboration and compassion are the key components in each of these therapeutic efforts. Cognitive-Behavioral, Play Therapy, and Trauma Focused Cognitive-Behavioral Therapy are utilized as appropriate for each client's needs.

Beginning with evaluation there is consistent communication back to parents and schools. This begins with the diagnosis and interpretation of diagnosis and includes:

- ↓ Scheduled family sessions
- ↓ Contact by phone as needed
- ↓ Regular meetings with schools and treatment teams to assess progress, goals, and the appropriateness of services

Foster Home Outreach (FHO)

FHO directly serves children and adolescents in DHS custody, ages 3-18, who struggle with emotional and behavioral issues, to promote stabilization within their foster care placement. We receive referrals from the Arkansas Department of Human Services.

Hours of office operations are Monday through Friday, 8:30am-5:00pm with the frequency of services provided based upon individual treatment plans.

FHO accepts Medicaid and private insurance for clinical services with fees that are based upon individual financial consultation.

FHO is led by the Program Director and Program Psychiatrist positions. FHO is comprised of a multidisciplinary team including:

- ↓ Clinical Manager
- ↓ Psychiatrist
- ↓ Clinical Social Workers
- ↓ Licensed Professional Counselors
- ↓ Mental Health Paraprofessionals

The FHO program incorporates a range of clinical services inclusive of individual therapy, group therapy, family therapy, behavioral interventions, collateral interventions, psychiatric diagnostic assessment, medication administration and management, crisis interventions, and crisis stabilization.

Program Philosophy

The philosophy of FHO is that children and families have the resources within them to make the necessary changes, and our mission is to help them find their best solutions.

Program Goals

The goal of FHO is to help each child improve his/her functioning to the point that they can be successful in the traditional foster care system and family system at large. This is accomplished through addressing

emotional and behavioral difficulties preventing children from maximizing their individual skills and abilities. Additional goals are to provide quality services to foster families and foster children to prevent disruption of placement and success within the foster family system. Therapeutic goals for each child served include:

- Improving trusting relationships with caregivers and adults
- Actively addressing trauma which lead to foster care placement
- Communicating their thoughts, feelings, and needs in a healthy manner
- Moderating emotional responses
- Engaging in problem solving
- Feeling strong, healthy, and competent as unique individuals

Entry Criteria

- Client is in the custody of the Department of Human Services
- Client is between 3 and 18 years of age
- Client must have a DSM IV diagnosis
- Client is displaying functional impairment that is impacting or has the potential to impact the foster family system
- Family and client must be willing to participate in 2 to 8 hours of direct services per week in their home or community and be willing to sign the Foster Care Services Participation Agreement
- Client has sufficient cognitive abilities to benefit from services
- Client has a current PCP referral

Exclusionary Entry Criteria

*Client is at imminent risk of suicide, homicide, or is gravely disabled which requires more intensive services.

- Primary DSM-IV diagnosis of substance abuse, mental retardation, or autism spectrum disorders
- Client has a primary or untreated diagnosis of Sexual Abuse of Child, focus on perpetrator

Transition Criteria

The FHO treatment team works with all children individually. Transition planning is a collaborative event between client, family, DHS and the treatment team each 90 days to review progress and recommendations for ongoing care. Transition plans are initiated as early as possible to identify progress and resources for lower levels of care as children accomplish their goals and are discharged back to the traditional foster care system, biological parents home, or adoptive home placements and outpatient counseling services. Transition planning also prepares clients who will be aging out of the program for other service modalities, such as standard adult outpatient services or adult therapeutic day services.

Exit criteria

Clients can discharge upon completion of treatment plan goals, need for a higher level of care, or clients age out of services.



Modalities

All clients are assessed using the Youth Outcomes Questionnaire (YOQ), Daily Living Activities (DLA) assessment and a Diagnostic Intake to assess their level of functioning and progress towards transition. Each youth has an individualized, child-centered plan that identifies their goals with measurable objectives that are reviewed on a quarterly basis.

Foster Home Outreach uses a wide range of therapeutic approaches and treatment interventions to assist children in reaching their successful outcomes. This happens through skill building, didactic approaches, insight-oriented interventions, and experiential-based activities. Collaboration and compassion are the key components in each of these therapeutic efforts. Cognitive-Behavioral, Play Therapy, and Trauma Focused Cognitive-Behavioral Therapy are utilized as appropriate for each client's needs.

The emphasis of FHO is on positive relationships and empowering each person served.

Ozark Guidance provides reporting to the Department of Human Services regarding the child's progress in treatment and clinical recommendations.

Foster Home Outreach works collaboratively with foster parents, school personnel, Court Appointed Special Advocates, Attorney ad litem, and DHS workers to enhance the well-being of the child in the FHO program.

Ozark Guidance Center Foster Home Outreach program is a unique program within our agency, providing field-based, in-home treatment services for foster children throughout Northwest Arkansas. Our staff members are trained with a focus on understanding the unique issues foster children experience.

Lease Agreement

This Lease Agreement (this "Lease") is made effective as of August 11, 2014, by and between Fayetteville School District No. 1 of Washington County, Arkansas, a duly-established school district under the laws of the State of Arkansas ("Landlord"), and Ozark Guidance Center, Inc., an Arkansas nonprofit corporation operating as a tax-exempt organization under § 501(c)(3) of the Internal Revenue Code ("Tenant")(collectively, the "Parties"). Based on the terms and subject to the conditions stated herein, the Parties agree as follows:

PREMISES: Landlord, in consideration of the lease payments described herein and other good and valuable consideration, leases to Tenant the office space identified in particular and located in designated schools in Fayetteville Public Schools listed on Addendum A attached hereto and incorporated herein by reference (collectively, the "Premises").

RENT PAYMENTS: Tenant shall pay to the Landlord as rent for the Premises the sum of Fifty Dollars (\$50.00) per school semester for the Premises, including all office space at all schools identified in particular on Addendum A.

UTILITIES AND COMMON AREA MAINTENANCE: Landlord shall assume responsibility for utilities and common area maintenance of the Premises.

TERM: The term of this Lease will begin on August 11, 2014, and will terminate on May 31, 2015, subject to renewal by agreement of the Parties.

POSSESSION: Tenant shall be entitled to possession of the Premises on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by the Parties.

IMPROVEMENTS TO LEASED SPACE: Tenant shall not be allowed to make improvements to the Premises.

EXCLUSIVE USE OF PREMISES: Tenant may use the Premises exclusively for the purpose of providing behavioral health and related services for students of the Fayetteville School District and their families, and Tenant specifically covenants not to use the Premises for any Tenant services not related to students of the Fayetteville School District or their families. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

In occupying the Premises, Tenant shall abide by all Landlord calendars and school hours of operation. Tenant shall not be allowed to occupy or use the Premises when schools are closed. Landlord retains absolute discretion to displace Tenant to utilize the Premises for school purposes based on the needs of the Fayetteville School District. Landlord shall provide notice to Tenant of the need to use the Premises for a particular school purpose at least twenty-four (24) hours prior to such use.

STORAGE: Tenant shall be entitled to store items of personal property on the Premises which are related to the rendition of services to the students of the Fayetteville School District and their families, but such items must be removed at certain times when requested by Landlord.

MAINTENANCE: Landlord shall have the responsibility to maintain the Premises in good repair at all times. Tenant is responsible for any damage to the Premises and must reimburse Landlord for all costs of such repair. Tenant must keep the Premises clean and in a good, safe working condition. Tenant agrees that Landlord can make periodic inspections of the Premises to ensure the Premises are being maintained appropriately.

ACCESS BY LANDLORD TO PREMISES: Landlord shall have the right to enter the Premises to make inspections, provide necessary services, such as maintenance or repair, or conduct other business.

OTHER SERVICES: Landlord will ensure that Internet connection is available to Tenant in the Premises either through plug-in or wireless capabilities at Landlord's expense. Tenant is responsible for its own computer or cell phone equipment, insurance, and expenses.

AGREEMENTS OF TENANT: Tenant agrees to the following terms and conditions:

- a. At the end of the term of this Lease, Tenant shall deliver the Premises in the same order, condition, and repair as received by Tenant.
- b. Tenant's use and occupancy of the Premises shall be for the exclusive purpose stated herein.
- c. Tenant shall conduct its use of the Premises in a lawful manner and in compliance with all laws, rules, regulations, and all applicable rules and regulations of Landlord.
- d. Tenant acknowledges that Landlord desires that the Premises be a "green" facility that recycles as much as possible, and Tenant agrees to comply with all recycling and waste management efforts as directed by Landlord.

DAMAGE BY FIRE OR OTHER CASUALTY: Landlord shall bear the risk of loss by fire or other casualty and shall maintain fire insurance in keeping with the laws of the State of Arkansas. Landlord will not provide insurance for Tenant's property that is kept on the Premises; Tenant shall provide its own personal property insurance.

CONDITION OF PREMISES: Tenant accepts the Premises in "As Is" condition; however, this does not relieve Landlord of its responsibility to assure that the Premises conform to the Arkansas Fire Prevention Code, and any other state or local laws or codes which may be applicable.

LIABILITY INSURANCE: As a condition of its use of the Premises under this Lease, Tenant shall maintain general public liability insurance at its own expense, in an amount not less than one million dollars (\$1,000,000.00) per occurrence.

DANGEROUS MATERIALS: Tenant shall not store or have on the Premises any item of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might otherwise be hazardous to students, teachers or any employee of the Fayetteville School District.

DEFAULTS: Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Landlord may take possession of the Premises within (10) working days after giving notice of default to Tenant.

ASSIGNABILITY/SUBLETTING: Tenant may not change, assign or sublease the Premises.

TERMINATION

- A. UPON SALE OF PREMISES:** Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon thirty (30) days' written notice to Tenant that the Premises have been sold.
- B. WITHOUT CAUSE BY TENANT:** Tenant may terminate this Lease without cause by providing thirty (30) days' written notice of termination to Landlord. No matter when such termination is given by Tenant, Tenant will owe the full rent amount for that semester.
- C. WITHOUT CAUSE BY LANDLORD:** Landlord may terminate this Lease without cause by providing thirty (30) days' written notice of termination to Tenant. Upon receipt of such notice, Tenant will be relieved of its obligation to pay rent for any subsequent semesters.

NOTICE: Notices under this Lease shall be in writing and forwarded by first class mail and e-mail, as follows:

LANDLORD:

Name: Fayetteville School District No. 1 of Washington County, Arkansas
P.O. Box 849
Fayetteville, Arkansas 72702-0849

TENANT:

Name: Ozark Guidance Center, Inc.
2400 S. 48th St.
Springdale, Arkansas 72762

ENTIRE AGREEMENT/AMENDMENT: This Lease contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement pertaining to the subject matter of this Lease. This Lease may be modified or amended only in writing by the agreement of the Parties.

GOVERNING LAW: This Lease shall be construed in accordance with the laws of the State of Arkansas.

LANDLORD:

Fayetteville School District No. 1 of Washington County, Arkansas

Superintendent

Date

TENANT:

Ozark Guidance Center, Inc.



CEO

8/15/14
Date

Addendum A

[IDENTIFY OFFICE SPACE FOR EACH SCHOOL]

List of Schools

ALLPS – B16

Asbell Elementary – OG Counselor's Office

Butterfield Trail Elementary – Room D118

Fayetteville High School – Room E212

Happy Hollow Elementary – C012

Holcomb Elementary - Room 105

Holt Middle School – OG Counselor's Office

Leverett Elementary – Room 225

McNair Middle School – Audio Visual (AV) room inside the library

Owl Creek – Wellness Center, B106, and D130

Ramay Junior High – Room 126

Root Elementary – Room 33

Vandegriff Elementary – Room 310

Washington Elementary – Room 23A

Woodland Junior High – Woodshop Closet (Adjacent to Room C7)

SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of August, 2014 by and between Ozark Guidance Center, Inc., a corporation organized and existing under the laws of the State of Arkansas, with its principal place of business in Springdale, Washington County, Arkansas, hereinafter referred to as "Ozark Guidance," and Fayetteville Public Schools located in Fayetteville, Washington County, Arkansas hereinafter referred to as "Organization."

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES, AND AGREEMENTS CONTAINED HEREIN, the parties hereto agree as follows, to-wit:

1. SERVICES PROVIDED ORGANIZATION

Ozark Guidance has and will provide some or all of the following services to Organization, as well as other requested and necessary services not enumerated, to-wit:

Clinical Services Provided On-Site:

- Diagnostic Assessment (MHP Only)
- Individual, Group, and Family Therapy (MHP Only)
- Case Management (On or Off-Site Intervention)
- Crisis Intervention (MHP Only)
- Crisis Stabilization Intervention
- Clinical Consultation (MHP Only)
- Supplementary Clinical Services (Specify): _____

Clinical Services Provided Off-Site:

- Psychiatric Consultation and Medication Management
- Psychological Testing

Such services will be provided to students, residents or other persons over whom Organization has an obligation or desire to provide such services.

2. ACCESS GIVEN BY ORGANIZATION

Organization shall provide Ozark Guidance office space and telephone access on Organization's Premises for the rendition of such services, together with access to the following:

None

If no additional access is to be included, insert NONE

3. PAYMENT FOR SERVICES

Payment for services rendered by Ozark Guidance shall be by a third-party reimbursement, either private insurance or state or federal program reimbursement. Organization shall not be obligated to pay for the provision of such services, but shall take all action reasonable and necessary, including providing the necessary information to allow Ozark Guidance to make third-party claims for such services.

4. IMPLEMENTATION OF SERVICES

This Agreement shall be implemented in accordance with the attached program description marked Attachment "A" and incorporated by reference herein.

5. TERM OF AGREEMENT

This Agreement shall be effective on the date first written above and shall extend through the 2014 - 2015 school year. If no date is inserted, this Agreement shall continue until terminated or cancelled by either party upon the giving of thirty (30) days written notification to the other party.

6. CONFIDENTIALITY

During the rendition of services by Ozark Guidance and thereafter, Organization will hold in strictest confidence and not use or disclose to any person, firm or organization any information, work in progress, business, trade secret or any other secret, proprietary or confidential matter relating to Ozark Guidance or clients of Ozark Guidance which are not generally known to the public, except insofar as such disclosures or use may be required in the course of rendering services as requested by Ozark Guidance.

Permitted Uses and Disclosures of Individually Identifiable Health Information by

Organization: Ozark Guidance agrees to provide the services identified above under this Agreement that may require Organization to access health information that directly identifies or could be used (in combination with other available information) to identify clients, past or present, of Ozark Guidance. Organization understands and agrees that the only permissible uses and disclosures of individually identifiable health information are those necessary under the terms and conditions of this Agreement.

Individually Identifiable Health Information is Protected Health Information: Individually identifiable Health Information is legally protected from unauthorized disclosure, whether by Ozark Guidance or by Organization. Such information, by law, is called Protected Health Information and if hereinafter referred to as PHI." PHI is any information about a client or a client's treatment, including, but not limited to, information found in his or her medical records, insurance/payer information, verbal representations, Ozark Guidance's electronic information or any other written documentation compiled or maintained by Ozark Guidance that pertains to and identifies the client. For the purposes of this Agreement, any individually identifiable health information compiled or maintained by Organization is also considered PHI and subject to privacy laws as if it were under the possession and control of Ozark Guidance.

The Organization's Privacy Obligations to Safeguard PHI: The Organization shall safeguard all PHI in a manner that meets legal and ethical privacy standards applicable to Ozark Guidance. Safeguarding shall include, but not be limited to: (1) maintaining and using PHI in a secure, confidential manner that prevents unauthorized access by third parties; (2) using a "need-to-know" standard to limit access to PHI among Organization's employees or other authorized third-parties; (3) documenting by *client account number* and appropriate *date* specific PHI accessed; (4) reporting any inadvertent or unauthorized disclosure of PHI by Organization; (5) protecting from disclosure under subpoena or judicial process unlawful disclosure of PHI under Organization's control; (6) notifying Ozark Guidance's Privacy Officer within one working day of any attempt by a third party to use a subpoena or judicial process to access records of Organization that could include PHI; (7) remedying immediately any known breaches in this Agreement regarding PHI confidentiality by Organization; (8) removing, returning to Ozark Guidance, or otherwise destroying all hardcopy PHI and all electronically stored PHI from hard drives or storage media upon termination of this Agreement or upon sale, disposal or transfer of control to another party not associated with this Agreement, if such event occurs before this Agreement terminates.

Additional Privacy Obligations of Organization: Organization is obligated, upon request of Ozark Guidance, to amend records or make them available for review by Ozark Guidance or its clients. Organization must also mitigate and remedy, at its own expense, any unauthorized use or disclosure, including those of a prospective or contingent nature. In addition, Organization agrees to fully comply with any audit or investigation by the Secretary of the Department of Health and Human Services or any of the Secretary's assignees.

Questions about Organization' Safeguarding Responsibilities: When necessary, it shall be the Organization's responsibility to seek clarification from Ozark Guidance's Privacy Officer regarding Organization's safeguarding and privacy obligations.

Right to Use Subcontractors or Assign the Agreement: Organization has no right to use subcontractors or assign any rights, privileges or responsibilities under this Agreement to any third-party, without the explicit written prior authorization of Ozark Guidance. Any agreement between Organization and an authorized subcontractor or assignee shall include the privacy provisions and obligations of this Agreement. It is understood that Organization may not limit or shift its privacy obligations or liability for breach of said obligations by use of subcontractors or assignees. For the purposes of this Agreement, any reference herein to Organization shall be construed to be equally applicable to and enforceable against any authorized subcontractor or assignee. A breach by a third-party acting in Organization's behalf shall be deemed a breach by Organization who, thereby, shall be jointly and severally liable for contract breaches with and by subcontractors and assignees.

Liability for Breach of Privacy Obligations: Unauthorized use and disclosure of PHI, or failure to submit in an audit or investigation by the Secretary of Health and Human Services, shall be a material breach of the terms and conditions of this Agreement, and shall subject Organization to the liability for damages or any other remedy provided by law.

Perpetual Duration of this Agreement: The privacy and confidentiality obligations required herein shall remain fully binding on Organization hereafter and shall not be subject to a term of years, nor be diminished in any manner whatsoever at, or following the date, Organization ceases providing services to Ozark Guidance.

7. MERGER AND GOVERNING LAW

This Services Agreement contains the entire understanding of the parties, supercedes all previous agreements, and may not be modified except in a writing signed by the parties. The law of the State of Arkansas shall govern this Agreement.

IN WITNESS WHEREOF, the parties have executed this Services Agreement the day and year reflected below.

Fayetteville School District:

Signature _____

Title _____

Date _____

Signature _____

Title _____

Date _____

Ozark Guidance Center

Signature Cynthia Cleveland

Title CEO

Date 8/15/14

Signature _____

Title _____

Date _____

SPECIAL SERVICES PREFERRED RATE AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of August, 2014 by and between Ozark Guidance Center, Inc., a corporation organized and existing under the laws of the State of Arkansas, with its principal place of business in Springdale, Washington County, Arkansas, hereinafter referred to as "Ozark Guidance," and Fayetteville School District located in Fayetteville, Washington County, Arkansas hereinafter referred to as "Organization."

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES, AND AGREEMENTS CONTAINED HEREIN, the parties hereto agree as follows, to-wit:

1. PAYMENT FOR SERVICES

Ozark Guidance has and will provide some or all of the following services to Organization, as well as other requested and necessary services not enumerated, to-wit. These are the usual and customary rates and are contingent upon approval of Organization and Ozark Guidance. Payment for services rendered by Ozark Guidance shall be at a rate payable by Fayetteville School District as follows:

Clinical Services Provided On-Site:	Rate Per Hour
• Diagnostic Assessment (MHP Only)	\$85.00
• Individual, Group, and Family Therapy (MHP Only)	\$80.00
• Group Therapy (MHP Only)	\$40.00
• Case Management (On or Off-Site Intervention)	\$53.00(MHPP) / \$80.00(MHP)
• Crisis Intervention (MHP Only)	\$80.00
• Crisis Stabilization Intervention	\$53.00(MHPP) / \$80.00(MHP)
• Clinical Consultation (MHP Only)	\$80.00
• Supplementary Clinical Services	To Be Determined

Clinical Services Provided Off-Site:	Rate Per Hour
• Psychiatric Consultation	\$120.00
• Medication Management	\$120.00
• Psychological Testing	\$110.00

Such services will be provided to students, residents or other persons over whom Organization has an obligation or desire to provide such services.

2. ACCESS GIVEN BY ORGANIZATION

Organization shall provide Ozark Guidance office space and telephone access on Organization's Premises for the rendition of such services, together with access to the following:

None

If no additional access is to be included, insert NONE

3. IMPLEMENTATION OF SERVICES

This Agreement shall be implemented in accordance with the attached program description marked Attachment "A" and incorporated by reference herein.

4. TERM OF AGREEMENT

This Agreement shall be effective on the date first written above and shall extend through the

2014 - 2015 school year. If no date is inserted, this Agreement shall continue until terminated or cancelled by either party upon the giving of thirty (30) days written notification to the other party.

5. CONFIDENTIALITY

During the rendition of services by Ozark Guidance and thereafter, Organization will hold in strictest confidence and not use or disclose to any person, firm or organization any information, work in progress, business, trade secret or any other secret, proprietary or confidential matter relating to Ozark Guidance or clients of Ozark Guidance which are not generally known to the public, except insofar as such disclosures or use may be required in the course of rendering services as requested by Ozark Guidance.

Permitted Uses and Disclosures of Individually Identifiable Health Information by

Organization: Ozark Guidance agrees to provide the services identified above under this Agreement that may require Organization to access health information that directly identifies or could be used (in combination with other available information) to identify clients, past or present, of Ozark Guidance. Organization understands and agrees that the only permissible uses and disclosures of individually identifiable health information are those necessary under the terms and conditions of this Agreement.

Individually Identifiable Health Information is Protected Health Information: Individually identifiable Health Information is legally protected from unauthorized disclosure, whether by Ozark Guidance or by Organization. Such information, by law, is called Protected Health Information and if hereinafter referred to as PHI." PHI is any information about a client or a client's treatment, including, but not limited to, information found in his or her medical records, insurance/payer information, verbal representations, Ozark Guidance's electronic information or any other written documentation compiled or maintained by Ozark Guidance that pertains to and identifies the client. For the purposes of this Agreement, any individually identifiable health information compiled or maintained by Organization is also considered PHI and subject to privacy laws as if it were under the possession and control of Ozark Guidance.

The Organization's Privacy Obligations to Safeguard PHI: The Organization shall safeguard all PHI in a manner that meets legal and ethical privacy standards applicable to Ozark Guidance. Safeguarding shall include, but not be limited to: (1) maintaining and using PHI in a secure, confidential manner that prevents unauthorized access by third parties; (2) using a "need-to-know" standard to limit access to PHI among Organization's employees or other authorized third-parties; (3) documenting by *client account number* and appropriate *date* specific PHI accessed; (4) reporting any inadvertent or unauthorized disclosure of PHI by Organization; (5) protecting from disclosure under subpoena or judicial process unlawful disclosure of PHI under Organization's control; (6) notifying Ozark Guidance's Privacy Officer within one working day of any attempt by a third party to use a subpoena or judicial process to access records of Organization that could include PHI; (7) remedying immediately any known breaches in this Agreement regarding PHI confidentiality by Organization; (8) removing, returning to Ozark Guidance, or otherwise destroying all hardcopy PHI and all electronically stored PHI from hard drives or storage media upon termination of this Agreement or upon sale, disposal or transfer of control to another party not associated with this Agreement, if such event occurs before this Agreement terminates.

Additional Privacy Obligations of Organization: Organization is obligated, upon request of Ozark Guidance, to amend records or make them available for review by Ozark Guidance or its clients. Organization must also mitigate and remedy, at its own expense, any unauthorized use or disclosure, including those of a prospective or contingent nature. In addition, Organization agrees to fully comply with any audit or investigation by the Secretary of the Department of Health and Human Services or any of the Secretary's assignees.

Questions about Organization' Safeguarding Responsibilities: When necessary, it shall be the Organization's responsibility to seek clarification from Ozark Guidance's Privacy Officer regarding Organization's safeguarding and privacy obligations.

Right to Use Subcontractors or Assign the Agreement: Organization has no right to use subcontractors or assign any rights, privileges or responsibilities under this Agreement to any third-party, without the explicit written prior authorization of Ozark Guidance. Any agreement between Organization and an authorized subcontractor or assignee shall include the privacy provisions and obligations of this Agreement. It is understood that Organization may not limit or shift its privacy obligations or liability for breach of said obligations by use of subcontractors or assignees. For the purposes of this Agreement, any reference herein to Organization shall be construed to be equally applicable to and enforceable against any authorized subcontractor or assignee. A breach by a third-party acting in Organization's behalf shall be deemed a breach by Organization who, thereby, shall be jointly and severally liable for contract breaches with and by subcontractors and assignees.

Liability for Breach of Privacy Obligations: Unauthorized use and disclosure of PHI, or failure to submit in an audit or investigation by the Secretary of Health and Human Services, shall be a material breach of the terms and conditions of this Agreement, and shall subject Organization to the liability for damages or any other remedy provided by law.

Perpetual Duration of this Agreement: The privacy and confidentiality obligations required herein shall remain fully binding on Organization hereafter and shall not be subject to a term of years, nor be diminished in any manner whatsoever at, or following the date, Organization ceases providing services to Ozark Guidance.

7. MERGER AND GOVERNING LAW

This Services Agreement contains the entire understanding of the parties, supercedes all previous agreements, and may not be modified except in a writing signed by the parties. The law of the State of Arkansas shall govern this Agreement.

IN WITNESS WHEREOF, the parties have executed this Services Agreement the day and year reflected below.

Fayetteville School District:

Signature _____

Title _____

Date _____

Signature _____

Title _____

Date _____

Ozark Guidance Center

Signature *Cynthia Curatta*

Title *CEO*

Date *8/15/14*

Signature _____

Title _____

Date _____

FAYETTEVILLE PUBLIC SCHOOLS

AGREEMENT FOR THERAPEUTIC DAY TREATMENT SERVICES

This Agreement for Therapeutic Day Treatment Services (this "Agreement") is entered into by and between the Fayetteville School District No. 1 of Washington County, Arkansas (the "District"), and Ozark Guidance Center, Inc. ("OGC").

WHEREAS, the District desires to retain OGC for the performance of off-campus therapeutic day treatment services during the 2014-2015 school year at a tuition rate of Thirty Dollars (\$30.00) per pupil per school day as more particularly described herein; and

WHEREAS, the District and OGC acknowledge that no employee of OGC shall be considered an employee of the District for any purpose, and all compensation paid to OGC under this Agreement shall be considered miscellaneous income to an independent contractor for purposes of federal and state income taxes; and

WHEREAS, the District further requires the protection of the education records of the District's students from unauthorized use or disclosure as addressed herein.

NOW, THEREFORE, in consideration of the District's retention of OGC for the purposes stated herein, and for other good and valuable consideration, the District and OGC hereby agrees as follows:

1. *Scope Of Services.* The District hereby retains OGC to perform off-campus therapeutic day treatment services during the 2014-2015 school year at a day treatment center owned and operated by OGC (the "TDT Services"). OGC staff members shall work in conjunction with the District's Director of Special Education to coordinate educational planning for each student.

2. *Tuition Rate.* OGC shall provide the TDT Services at the tuition rate of Thirty Dollars (\$30.00) per pupil per school day, with a maximum of One Hundred Seventy-Eight (178) school days charged for each student during the school year.

3. *Independent Contractor.* Nothing in this Agreement shall be deemed to give any employee of OGC the status of an employee of the District. OGC shall perform the TDT Services as a third party independent contractor and all compensation paid to OGC under this Agreement shall be considered miscellaneous income for purposes of federal and state income taxes.

4. *Invoices For Services.* OGC shall prepare and send the District invoices on a monthly basis for all charges for the TDT Services. Monthly invoices shall contain, at a minimum, the names and grades of students treated, the dates of student admittance, the dates of

student discharge (if applicable), and the total number of student enrollment days for the TDT Services in the previous month.

5. *Education Records.* As a result of this Agreement, OGC may be given access to education records as defined by the Family Educational Rights and Privacy Act of 1974 (“FERPA”). These education records include all personally-identifiable student records in any digital or non-digital format. OGC agrees to strictly maintain the confidentiality of all education records as required by FERPA, except where disclosure is necessary for educational purposes with the express written permission of the student’s parent (or the express written permission of the student herself if she has reached the age of 18).

6. *Individually Identifiable Health Information.* OGC acknowledges that individually identifiable health information, or protected health information under the Health Insurance Portability and Accountability Act of 1996 (“PHI”), is legally protected from unauthorized disclosure by OGC. PHI includes, but is not limited to, information about a student or a student’s treatment, including information found in her medical records, insurance files, verbal representations, electronic information or any other written documentation compiled or maintained by OGC that pertains to and identifies the student. OGC shall safeguard PHI in a manner that meets all legal and ethical privacy standards while providing the TDT Services.

7. *Conformity with Federal and State Guidelines.* The TDT Services shall be provided to students in conformity with all pertinent state and federal laws and the regulations of the Arkansas Department of Education.

8. *Indemnity.* OGC shall defend, indemnify, and hold harmless the Board of Education of the District and the District’s employees, agents, successors, and permitted assigns, from and against any and all claims, demands, suits, causes of action, damages, losses, fines, assessments, costs, and expenses, including but not limited to, reasonable attorneys’ fees, settlement amounts, and damages awards, whether for property damage, bodily injury, a violation of any law, regulation, code, or standard, or any other form of damage, arising directly or indirectly from or out of any action or omission of the TDT Services rendered by OGC.

9. *Governing Law And Venue.* This Agreement is executed and entered into in the State of Arkansas. The parties agree that this Agreement shall be governed by, construed, and interpreted according to the laws of the State of Arkansas without reference to conflict of laws principles. The venue of any action arising out of this Agreement shall be limited to the Circuit Court of Washington County, Arkansas or the United States District Court for the Western District of Arkansas.

10. *Communications.* Any invoices, requests and other communications hereunder shall be in writing and shall be delivered via facsimile or first class mail, postage prepaid, to the following address:

Fayetteville School District No. 1
Attention: Chief Financial Officer
1000 West Bulldog Blvd.
Fayetteville, Arkansas 72701
Facsimile: 479-444-3004

11. *Headings.* The paragraph headings of this Agreement are not a substantive part of this Agreement and shall not limit or restrict this Agreement in any way.

12. *Entire Agreement.* This is the entire Agreement between the District and OGC. No change, addition, deletion or amendment of this Agreement shall be valid or binding upon either party unless in writing and signed by the party. It is declared by both parties that there are no oral agreements or understandings between the parties affecting this Agreement.

AGREED TO AND EFFECTIVE as of this _____ day of _____, 2014.

FAYETTEVILLE SCHOOL DISTRICT NO. 1 OF
WASHINGTON COUNTY, ARKASNAS

Signed _____

Printed _____

Title: _____

OZARK GUIDANCE CENTER, INC.

Signed _____

Printed _____

Title: _____

FAYETTEVILLE PUBLIC SCHOOLS

AGREEMENT FOR THERAPEUTIC DAY TREATMENT SERVICES

This Agreement for Therapeutic Day Treatment Services (this "Agreement") is entered into by and between the Fayetteville School District No. 1 of Washington County, Arkansas (the "District"), and Texarkana Behavioral Associates, L.C., d/b/a Vantage Point of Northwest Arkansas ("Vantage Point").

WHEREAS, the District desires to retain Vantage Point for the performance of off-campus therapeutic day treatment services during the 2014-2015 school year at a tuition rate of Thirty Dollars (\$30.00) per pupil per school day as more particularly described herein; and

WHEREAS, the District and Vantage Point acknowledge that no employee of Vantage Point shall be considered an employee of the District for any purpose, and all compensation paid to Vantage Point under this Agreement shall be considered miscellaneous income to an independent contractor for purposes of federal and state income taxes; and

WHEREAS, the District further requires the protection of the education records of the District's students from unauthorized use or disclosure as addressed herein.

NOW, THEREFORE, in consideration of the District's retention of Vantage Point for the purposes stated herein, and for other good and valuable consideration, the District and VANTAGE POINT hereby agrees as follows:

1. *Scope Of Services.* The District hereby retains Vantage Point to perform off-campus therapeutic day treatment services during the 2014-2015 school year at a day treatment center owned and operated by Vantage Point (the "TDT Services"). Vantage Point staff members shall work in conjunction with the District's Director of Special Education to coordinate educational planning for each student.

2. *Tuition Rate.* Vantage Point shall provide the TDT Services at the tuition rate of Thirty Dollars (\$30.00) per pupil per school day, with a maximum of One Hundred Seventy-Eight (178) school days charged for each student during the school year.

3. *Independent Contractor.* Nothing in this Agreement shall be deemed to give any employee of Vantage Point the status of an employee of the District. Vantage Point shall perform the TDT Services as a third party independent contractor and all compensation paid to Vantage Point under this Agreement shall be considered miscellaneous income for purposes of federal and state income taxes.

4. *Invoices For Services.* Vantage Point shall prepare and send the District invoices on a monthly basis for all charges for the TDT Services. Monthly invoices shall contain, at a minimum, the names and grades of students treated, the dates of student admittance, the dates of

student discharge (if applicable), and the total number of student enrollment days for the TDT Services in the previous month.

5. *Education Records.* As a result of this Agreement, Vantage Point may be given access to education records as defined by the Family Educational Rights and Privacy Act of 1974 (“FERPA”). These education records include all personally-identifiable student records in any digital or non-digital format. Vantage Point agrees to strictly maintain the confidentiality of all education records as required by FERPA, except where disclosure is necessary for educational purposes with the express written permission of the student’s parent (or the express written permission of the student herself if she has reached the age of 18).

6. *Individually Identifiable Health Information.* Vantage Point acknowledges that individually identifiable health information, or protected health information under the Health Insurance Portability and Accountability Act of 1996 (“PHI”), is legally protected from unauthorized disclosure by Vantage Point. PHI includes, but is not limited to, information about a student or a student’s treatment, including information found in her medical records, insurance files, verbal representations, electronic information or any other written documentation compiled or maintained by Vantage Point that pertains to and identifies the student. Vantage Point shall safeguard PHI in a manner that meets all legal and ethical privacy standards while providing the TDT Services.

7. *Conformity with Federal and State Guidelines.* The TDT Services shall be provided to students in conformity with all pertinent state and federal laws and the regulations of the Arkansas Department of Education.

8. *Indemnity.* Vantage Point shall defend, indemnify, and hold harmless the Board of Education of the District and the District’s employees, agents, successors, and permitted assigns, from and against any and all claims, demands, suits, causes of action, damages, losses, fines, assessments, costs, and expenses, including but not limited to, reasonable attorneys’ fees, settlement amounts, and damages awards, whether for property damage, bodily injury, a violation of any law, regulation, code, or standard, or any other form of damage, arising directly or indirectly from or out of any action or omission of the TDT Services rendered by Vantage Point.

9. *Governing Law And Venue.* This Agreement is executed and entered into in the State of Arkansas. The parties agree that this Agreement shall be governed by, construed, and interpreted according to the laws of the State of Arkansas without reference to conflict of laws principles. The venue of any action arising out of this Agreement shall be limited to the Circuit Court of Washington County, Arkansas or the United States District Court for the Western District of Arkansas.

10. *Communications.* Any invoices, requests and other communications hereunder shall be in writing and shall be delivered via facsimile or first class mail, postage prepaid, to the following address:

Fayetteville School District No. 1
Attention: Chief Financial Officer
1000 West Bulldog Blvd.
Fayetteville, Arkansas 72701
Facsimile: 479-444-3004

11. *Headings.* The paragraph headings of this Agreement are not a substantive part of this Agreement and shall not limit or restrict this Agreement in any way.

12. *Entire Agreement.* This is the entire Agreement between the District and Vantage Point. No change, addition, deletion or amendment of this Agreement shall be valid or binding upon either party unless in writing and signed by the party. It is declared by both parties that there are no oral agreements or understandings between the parties affecting this Agreement.

AGREED TO AND EFFECTIVE as of this _____ day of _____, 2014.

FAYETTEVILLE SCHOOL DISTRICT NO. 1 OF
WASHINGTON COUNTY, ARKASNAS

Signed _____

Printed _____

Title: _____

TEXARKANA BEHAVIORAL ASSOCIATES, L.C.
d/b/a Vantage Point of Northwest Arkansas

Signed _____

Printed _____

Title: _____



September 25, 2014

FY15 Budget

TO: Board of Education

FROM: Kathy Hanlon

I will ask the Board to approve the FY15 Budget Summary.

VIII-A1

2014-2015 BUDGET SUMMARY

FUND	STARTING FUND BALANCE	REVENUE	NET TRANSFERS	EXPENDITURES	ENDING FUND BALANCE
Teacher Salary	\$0	\$0	\$40,968,478	\$40,968,478	\$0
Operating	\$10,349,615	\$95,728,731	-\$57,307,949	\$38,169,135	\$10,601,262
Building	\$36,990,036	\$0	\$2,484,471	\$16,287,300	\$23,187,207
Debt Service	\$0	\$0	\$13,855,000	\$13,855,000	\$0
Federal Funds	\$99,456	\$5,857,654	\$150	\$5,883,248	\$73,862
Activity	\$1,362,737	\$2,500,000		\$2,500,000	\$1,362,737
Food Service	\$195,015	\$3,775,000		\$3,775,500	\$195,015
TOTAL	\$48,996,859	\$107,861,385		\$121,438,661	\$35,420,083



September 25, 2014

ACSIP Statement of Assurance

TO: Board of Education

FROM: Christie Jay

I will ask the Board to approve the statement of assurances for ACSIP

VIII-C1



**ARKANSAS DEPARTMENT OF EDUCATION
ASSURANCES FOR PROGRAMS UNDER
THE ELEMENTARY AND SECONDARY EDUCATION ACT OF 1965,
AS AMENDED BY THE
NO CHILD LEFT BEHIND ACT OF 2001
PUBLIC LAW 107-110**

The Arkansas Comprehensive School Improvement Plan (ACSIP) is for local education agency (LEA) use in requesting district funds for covered programs under the *No Child Left Behind Act of 2001* (ACSIP also serves as the local schools schoolwide plan, targeted plan and/or school or LEA improvement plan). To assure the LEA's eligibility for funds included in ACSIP, the Superintendent must provide an original signature attesting to compliance with all assurances applicable to each program for which the plan is submitted. The Neglected or Delinquent (Title I, Part D Subpart II), Technology (Title II, Part D) and McKinney-Vento Homeless Education Program applications are submitted **separately**. Please read and consider each item carefully as the LEA will be held accountable.

All General Assurances must be checked. The certification line of each Title section must be checked. Please note that for each Title section not checked, funding will not be allocated.

District Name: Fayetteville School District #1

LEA Code No. 7203000

CERTIFICATIONS

X I, the undersigned superintendent for the applicant school district, certify that:

1. The information provided in this application to support the following assurances is correct, so far as I am able to determine.
2. The LEA will abide by the provisions of the approved plan/application for No Child Left Behind funds.
3. As the prospective lower tier participant neither it nor its principals are presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. (Executive Order 12549, 34 CFR Part 85, Section 85.510)
4. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee on any agency, a member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
5. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
6. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

GENERAL ASSURANCES



 X ***I, the undersigned Superintendent for the above named LEA, hereby, assure the Arkansas Department of Education that:***

1. X Each such program will be administered in accordance with all applicable statutes, regulations, program plans, and applications.
2. X The LEA will comply with all applicable supplement not supplant and maintenance of effort requirements. §9521 – IV.B.1
(a) The control of funds provided under each program and title to property acquired with program funds will be in a public agency, a non-profit private agency, institution, organization, or Indian tribe, if the law authorizing the program provides for assistance to those entities; (b) the public agency, non-profit private agency, institution or organization, or Indian tribe will administer the funds and property to the extent required by the authorizing law.
3. X The LEA will adopt and use proper methods of administering each such program, including (a) the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program; and (b) the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation.
4. X The LEA will cooperate in carrying out any evaluation of each such program conducted by, or for, the State educational agency, the Secretary, or other Federal officials.
5. X The LEA will use such fiscal control and fund accounting procedures as will ensure proper disbursement of, and accounting for, Federal funds paid to the applicant under each such program.
6. X The LEA will – (a) submit such reports to the State educational agency (which shall make the reports available to the Governor) and the Secretary as the State educational agency and Secretary may require to enable the State educational agency and Secretary to perform their duties under each such program; and (b) maintain such records, provide such information and afford such access to the records as the State educational agency (after consultation with the Governor) or the Secretary may reasonably require to carry out the State educational agency's or the Secretary's duties.
7. X The LEA has consulted with teachers, school administrators, parents, and others in the development of the local consolidated application/LEA Plan to the extent required under Federal law governing each program included in the consolidated application/LEA Plan.
8. X Before the application was submitted; the LEA afforded a reasonable opportunity for public comment on the application and considered such comment.

TITLE I, PART A – Improving Basic Programs Operated by LEAs

 X ***I, the undersigned Superintendent for the above named LEA, hereby, assure the Arkansas Department of Education that:***

1. The LEA will participate, if selected, in the State National Assessment of Educational Progress in 4th and 8th grade reading and mathematics carried out under section 411(b)(2) of the National Education Statistics Act of 1994.
2. If the LEA receives more than \$500,000 in Title I funds, it will allow 1% to carry out NCLB Section 1118, Parent Involvement, including promoting family literacy and parenting skills; 95% of the allocation will be distributed to schools.
3. The LEA will inform eligible schools and parents of schoolwide program authority and the ability of such schools to consolidate funds from Federal, State, and local sources.

4. Technical assistance and support will be provided to schoolwide programs.
5. Pursuant to section 1114, the LEA will work in consultation with schools as the schools develop the schools' plans and assist schools as the schools implement such plans or undertake activities pursuant to section 1115 so that each school can make adequate yearly progress toward meeting the State student academic achievement standards.
6. The LEA will fulfill such agency's school improvement responsibilities under section 1116, including taking actions under paragraphs (7) and (8) of section 1116(b).
7. Services to eligible children attending private elementary schools and secondary schools will be provided in accordance with section 1120, and timely and meaningful consultation with private school officials regarding such services.
8. The LEA will take into account the experience of model programs for the educationally disadvantaged, and the findings of relevant scientifically based research indicating that services may be most effective if focused on students in the earliest grades at schools that receive funds under this part.
9. If the LEA chooses to use funds under this part to provide early childhood development services to low-income children below the age of compulsory school attendance, that such services comply with the performance standards established under section 641A(a) of the Head Start Act.
10. The LEA will work in consultation with schools as the schools develop and implement their plans or activities under sections 1118 and 1119.
11. The LEA will comply with requirements regarding the qualifications of teachers and paraprofessionals and professional development. §1112(c)(I) - (III.B.2)
12. The LEA will inform eligible schools of the local educational agency's authority to obtain waivers on the school's behalf under Title IX.
13. The LEA will coordinate and collaborate with the State educational agency and other agencies providing services to children, youth, and families with respect to a school in school improvement, corrective action, or restructuring under section 1116 if such a school requests assistance from the local educational agency in addressing major factors that have significantly affected student achievement at the school.
14. Through incentives for voluntary transfers, the provision of professional development recruitment programs, or other effective strategies, that low-income students and minority students are not taught at higher rates than other students by unqualified, out-of-field, or inexperienced teachers. §1112(c)(II) - (III.B.2)
15. The results of the student academic assessments required under section 1111(b)(3), and other measures or indicators available to the agency will be used to review annually the progress of each school served by the agency and receiving funds under this part to determine whether all of the schools are making the progress necessary to ensure that all students will meet the State's proficient level of achievement on the State academic assessments described in section 1111(b)(3) within 12 years from the baseline year described in section 1111(b)(2)(E)(ii).
16. That the results from the academic assessments required under section 1111(b)(3) will be provided to parents and teachers as soon as is practicably possible after the test is taken, in an understandable and uniform format and, to the extent practicable, provided in a language or other mode of communication that the parents can understand.
17. The LEA will assist each school served by the agency and assisted under this part in developing or identifying

examples of high-quality, effective curricula consistent with section 1111(b)(8)(D).

18. Schools in school improvement status will spend not less than ten percent of their Title I funds to provide professional development (in the area[s] of identification to teachers and principals) for each fiscal year.
19. Where applicable, the applicant will comply with the **comparability of services** requirement under section 1120A(c). In the case of a local educational agency to which comparability applies, the applicant has established and implemented an agency-wide salary schedule; a policy to ensure equivalence among schools in teachers, administrators, and other staff; and a policy to ensure equivalence among schools in the provision of curriculum materials and instructional supplies. Documentation will be on file to demonstrate that the salary schedule and local policies result in comparability and will be updated biennially.
20. The LEA will require each principal of each Title I school – whether operating as a targeted assistance or schoolwide program – to attest annually that the school is in compliance with Section 1119 regarding the qualifications of its teachers and paraprofessional staff and will maintain such documentation at the school site and at the LEA office to be available by public request. (ESEA states “**All Title I teachers hired after the 2002-2003 school year were highly qualified at the time of hire**”.) §1119(a)(1) – (I.4)
21. The LEA will require each principal of each Title I school – whether operating as a targeted assistance or schoolwide program – to provide to each individual parent timely notice that the parent’s child has been taught for four or more consecutive weeks by a teacher who is not highly qualified (section 111(h)(6) PARENTS RIGHT TO KNOW, paragraph B), §1111(h) (I6)(IB)(ii) and AR Code §6-17-309; LIC 07-005.

TITLE I, PART D – Children or Youth who are Neglected, Delinquent or At-Risk
(Applicable to those LEAs that have projects funded under this part)

N/A ***I, the undersigned superintendent for the above named local educational agency (LEA), assure the Arkansas Department of Education that:***

1. The LEA will carry out high quality education programs to prepare youth for secondary school completion, training, employment, or further education.
2. Children and youth will be provided activities to facilitate the transition of such youth from the correctional program to further education or employment.
3. The LEA will operate dropout prevention programs in local schools for youth at risk of dropping out of school and youth returning from correctional facilities, if applicable.
4. The LEA will administer the Title I program to assist students residing in a local institution for delinquent children in accordance with the applicable Assurances and Certifications in the LEA Plan.
5. The LEA will assist in locating alternative programs through which students can continue their education if the students are not returning to school after leaving the correctional facility or institution for neglected or delinquent children and youth.
6. The LEA will work with parents to secure parents' assistance in improving the educational achievement of their children and youth, and preventing their children's and youth's further involvement in delinquent activities.
7. The LEA will work with children and youth with disabilities in order to meet an existing individualized education program and an assurance that the agency will notify the child's or youth's local school if the child or youth —

(A) Is identified as in need of special education services while the child or youth is in the correctional facility or institution for neglected or delinquent children and youth; and

(B) Intends to return to the local school.

8. The LEA will work with children and youth who dropped out of school before entering the correctional facility or institution for neglected or delinquent children and youth to encourage the children and youth to reenter school once the term of the incarceration is completed or provide the child or youth with the skills necessary to gain employment, continue the education of the child or youth, or achieve a secondary school diploma or its recognized equivalent if the child or youth does not intend to return to school.
9. Teachers and other qualified staff are trained to work with children and youth with disabilities and other students with special needs taking into consideration the unique needs of such students.
10. The programs under this subpart will be coordinated with any programs operated under the Juvenile Justice and Delinquency Prevention Act of 1974 (42 U.S.C. 5601 et seq.) or other comparable programs, if applicable.
11. The LEA shall reserve not less than 15 percent and not more than 30 percent of the amount such agency receives under this part for the provision of transition services.

TITLE II, PART A - Preparing, Training and Recruiting High Quality Teachers and Principals

X *I, the undersigned Superintendent for the above named LEA, hereby, assure the Arkansas Department of Education that:*

1. The LEA will target funds to schools with the jurisdiction of the local education educational agency that have the lowest proportion of highly qualified teachers, have the largest average class size, or are identified for school improvement under section 1116(b).
2. The LEA will comply with section 9501 (regarding participation by private school children and teachers).
3. The LEA conducted a comprehensive and collaborative needs assessment that involved teachers, paraprofessionals, principals, parents and other relevant school personnel. The results are used to create a plan that increases the number of highly qualified teachers in every classroom in core academic subjects, increase the percentage of teachers participating in high quality professional development including training on effective instructional strategies and in use of State academic content standards and assessments. (Section 2122(c)).
4. The plan demonstrates the integration of other relevant Federal, State and local program funds. (Section 2122(3)(4)).
5. The LEA developed and incorporated in their plan an assessment that provides for annual yearly progress that objectively measures the impact of authorized activities such as professional development, teacher and principal incentives, class size reduction, recruitment and training of teachers, and how it results in significantly closing the achievement gap of low income and minority students from other students. (Section 1119(b)(1)(A))
6. The LEA plan, and authorized activities, gives priority of resources for professional development and authorized activities to teachers in low-performing schools. (Section 2122(3)(c))
7. The LEA will use funds to meet the requirements contained in Title II, Part A, and all other applicable provisions of the ESEA Reauthorization of 2001 and will submit necessary documentation of compliance with requirements upon request. (Section 2121)
8. All teachers paid with Title II, Part A funds for class size reduction are highly qualified. §2123(a)(2)(B) – (I.5)

TITLE II, PART D – Educational Technology

(Applicable to those LEAs that have projects funded under this part)

N/A *I, the undersigned Superintendent for the above named LEA, hereby, assure the Arkansas Department of Education that:*

1. The LEA has an updated, local, long-range, strategic, educational technology plan in place that addresses local initiatives and is consistent with the objectives of the statewide technology plan.
2. The LEA will maintain records that disclose the type and cost of technology acquired with Educational Technology Funds.
3. The LEA will target funds available under this part to ensure funds will be used to carry out activities consistent with the program and the LEAs local technology plan.
4. A minimum of 25% of funds will be used to provide ongoing, sustained, and intensive high quality professional development in the integration of advanced technology into curricula and instruction and in using those technologies to create new learning environments.
5. The LEA will collaborate with adult literacy service providers.
6. Technology related efforts funded through sources other than Title II-D are consistent with best practice as outlined in the local technology plan.

TITLE III, Part A – Language Acquisition and Language Enhancement

(Applicable to those LEAs that have projects funded under this part)

X *I, the undersigned Superintendent for the above named LEA, hereby, assure the Arkansas Department of Education that:*

1. The LEA assures that all teachers in any language instruction program for limited English proficient (LEP) children are fluent in English and any other language used for instruction, including written and oral communications skills.
2. Programs funded under this part will develop and implement research-based language instruction programs and academic content instruction programs for LEP students.
3. The LEA will comply with the parental notification provisions under section 3302 throughout the school year.
4. The LEA will annually assess the English language proficiency of LEP students to ensure students are making adequate yearly progress using a valid and reliable instrument.
5. The LEA program is designed to enable LEP students to speak, read, write, and comprehend the English Language and to meet Arkansas Academic Standards.
6. The LEA is compliant with all State laws and rules, including federal civil rights laws and rules regarding the education of limited-English-proficient students, consistent with Sections 3126 and 3127.

TITLE IV, PART A – Safe and Drug Free Schools and Communities

N/A *I, the undersigned Superintendent for the above named LEA, hereby, assure the Arkansas Department of*



Education that

1. The LEA drug and violence prevention programs supported under this subpart convey a clear and consistent message that acts of violence and the illegal use of drugs are wrong and harmful.
2. The LEA and schools to be served have, a plan for keeping schools safe and drug-free that includes--
 - (A) appropriate and effective school discipline policies that prohibit disorderly conduct, the illegal possession of weapons, and the illegal use, possession, distribution, and sale of tobacco, alcohol, and other drugs by students;
 - (B) security procedures at school and while students are on the way to and from school;
 - (C) prevention activities that are designed to create and maintain safe, disciplined, and drug-free environments;
 - (D) a crisis management plan for responding to violent or traumatic incidents on school grounds; and
 - (E) a code of conduct policy for all students that clearly states the responsibilities of students, teachers, and administrators in maintaining a classroom environment that--
 - (i) allows a teacher to communicate effectively with all students in the class;
 - (ii) allows all students in the class to learn;
 - (iii) has consequences that are fair, and developmentally appropriate;
 - (iv) considers the student and the circumstances of the situation; and
 - (v) is enforced accordingly.
3. The activities or programs to be funded will comply with the required principles of effectiveness.
4. The LEA application and any waiver request under section 4115(a)(3) will be available for public review after submission of the application; and such other assurances, goals, and objectives identified through scientifically based research that the State may reasonably require in accordance with the purpose of this part.
5. Funds under this subpart will be used to increase the level of State, local, and other non-Federal funds that would, in the absence of funds under this subpart, be made available for programs and activities authorized under this subpart, and in no case supplant such State, local, and other non-Federal funds.

McKinney-Vento Homeless Education Program

(Applicable to those LEAs that have projects funded under this part)

X ***I, the undersigned Superintendent for the above named LEA, hereby, assure the Arkansas Department of Education that***

1. The LEA will adopt policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless.
2. The LEA will designate an appropriate staff person as an LEA liaison for homeless children and youths, to carry out the duties described in Title X, Part C, section 722, paragraph (6)(A).
3. The LEA will adopt policies and practices to ensure that transportation is provided, at the request of the parent or guardian (or in the case of an unaccompanied youth, the liaison), to and from the school of origin in accordance with the provisions of Title X, Part C, section 722, paragraph (6)(J)(ii).
4. The LEA will adopt policies and practices to ensure immediate enrollment of homeless children and youth in accordance with all applicable statutes, regulations, program plans and applications.

BOARD APPROVAL AND SUPERINTENDENTS SIGNATURE



The School Board of Fayetteville School District #1 approved and recorded in its minutes the set of assurances stated above at a meeting held on 9/25/2014 and further authorized the Superintendent to sign such assurances as required by Section 9306 and to submit an Arkansas Comprehensive School Improvement Plan (application) to the Arkansas Department of Education as required by Section 9305.

Paul Hewitt

Superintendent (Typed Name)

Superintendent Signature

Date



September 25, 2014

Fayetteville High School Construction Update

TO: Board of Education

FROM: Paul Hewitt

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

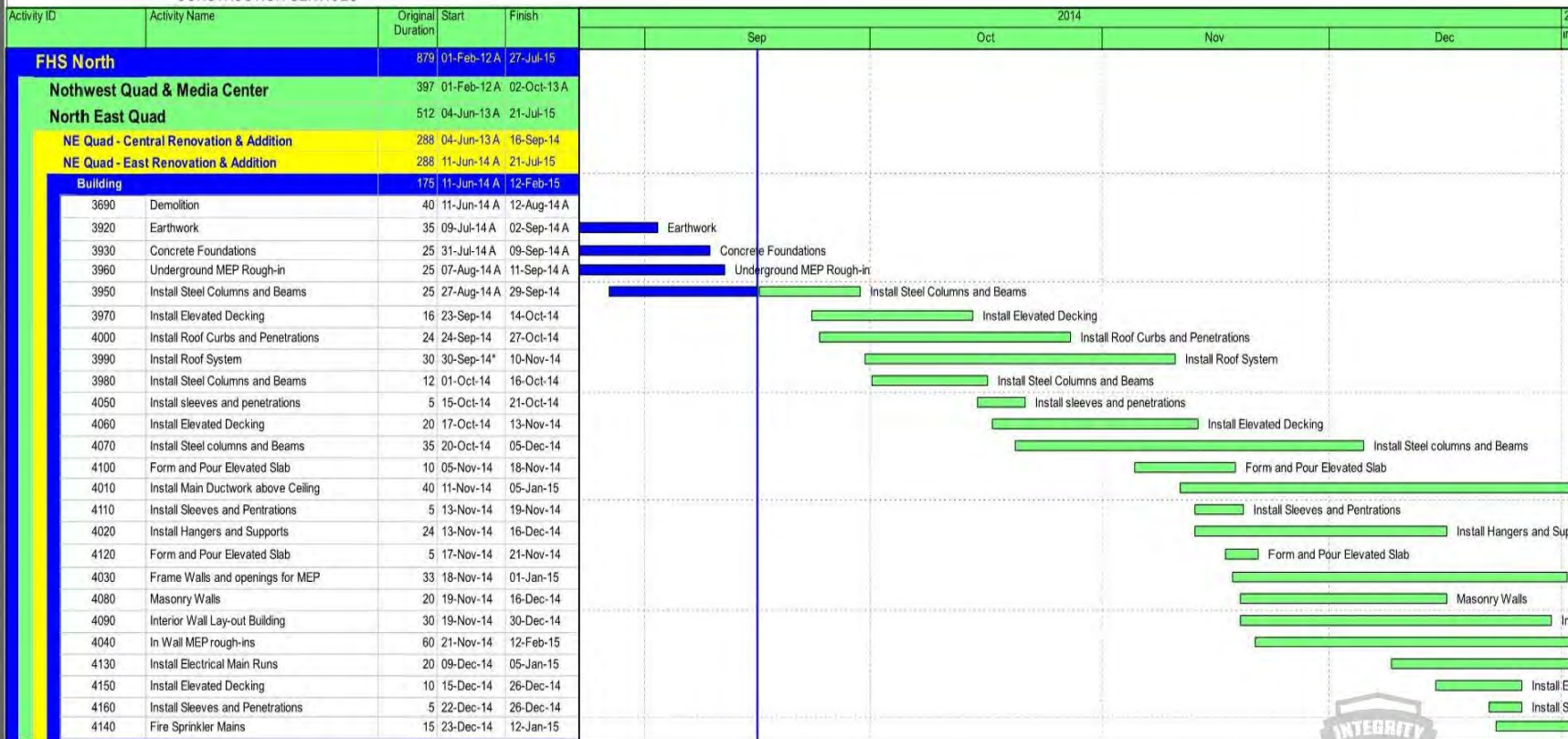
Jared Brown from Nabholz will give the construction update and Corey Keen from Viridian will present information regarding LEED.

IX-A1

Schedule



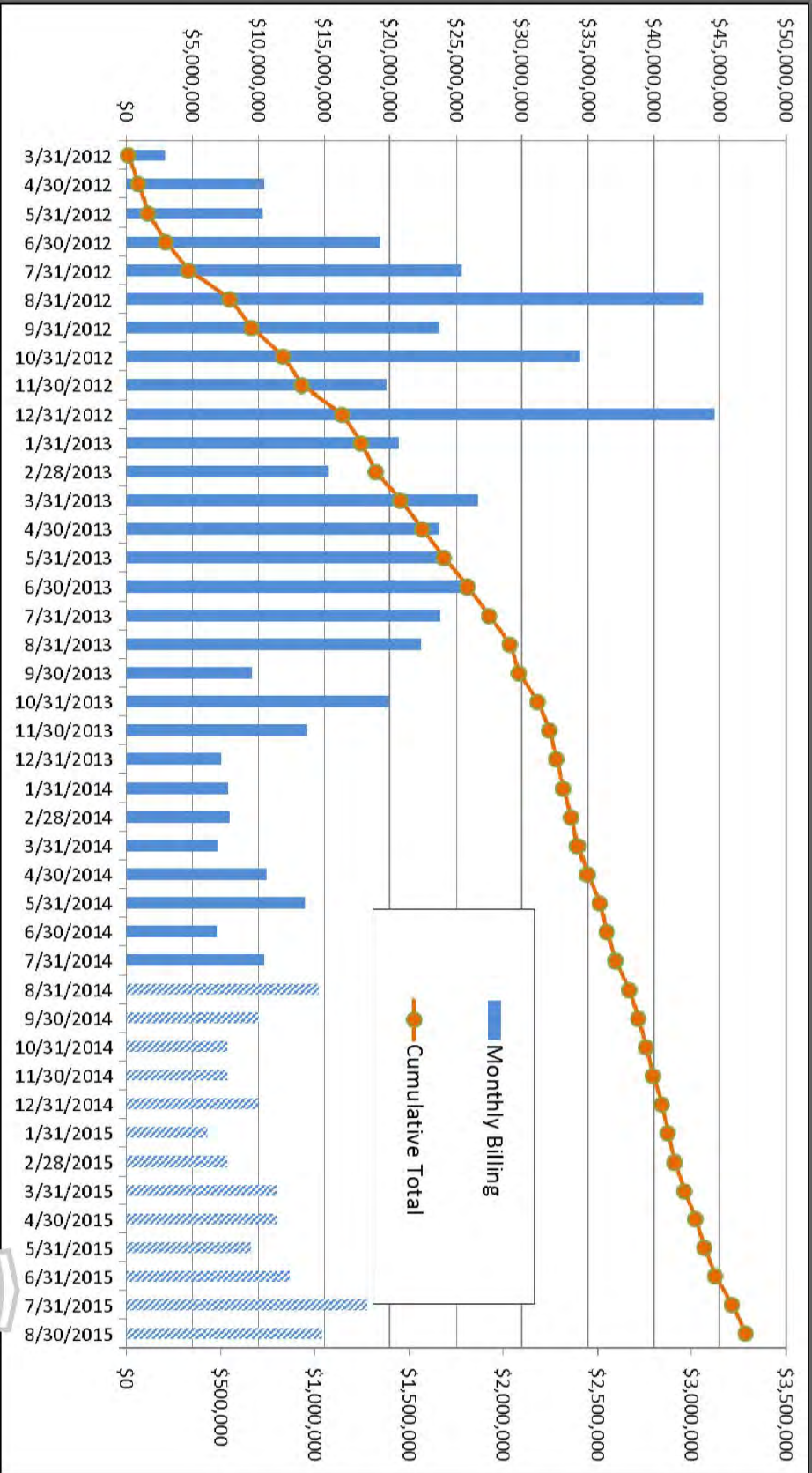
FHS North



NABHOLZ



GMP Summary



PROJECT UPDATE

2014 09 25 | Fayetteville High School

Leadership in Energy and Environmental Design (LEED)

- After the Phase II LEED review 42 points were approved, three points were denied (Water Efficiency and Thermal Comfort Control), and additional information was requested for two points.
- The additional information for the energy model was submitted on September 10th. These credits should be returned and finalized by the end of September.
- The remaining construction credits will be submitted upon completion of the project.
- Currently Phase II is tracking at 56 total points with four maybe points. Please see attached LEED checklist for more information.

For more information please contact John Coleman at 479.595.5759 or john@ViridianUSA.com



LEED 2009 for Schools New Construction and Major Renovations

Project Checklist

16 8 Sustainable Sites Possible Points: 24

Y	?	N			
Y			Prereq 1	Construction Activity Pollution Prevention	
Y			Prereq 2	Environmental Site Assessment	
1			Credit 1	Site Selection	1
4			Credit 2	Development Density and Community Connectivity	4
		1	Credit 3	Brownfield Redevelopment	1
4			Credit 4.1	Alternative Transportation—Public Transportation Access	4
1			Credit 4.2	Alternative Transportation—Bicycle Storage and Changing Rooms	1
2			Credit 4.3	Alternative Transportation—Low-Emitting and Fuel-Efficient Vehicles	2
2			Credit 4.4	Alternative Transportation—Parking Capacity	2
		1	Credit 5.1	Site Development—Protect or Restore Habitat	1
1			Credit 5.2	Site Development—Maximize Open Space	1
		1	Credit 6.1	Stormwater Design—Quantity Control	1
		1	Credit 6.2	Stormwater Design—Quality Control	1
		1	Credit 7.1	Heat Island Effect—Non-roof	1
1			Credit 7.2	Heat Island Effect—Roof	1
		1	Credit 8	Light Pollution Reduction	1
		1	Credit 9	Site Master Plan	1
		1	Credit 10	Joint Use of Facilities	1

4 7 Water Efficiency Possible Points: 11

Y	?	N			
Y			Prereq 1	Water Use Reduction—20% Reduction	
4			Credit 1	Water Efficient Landscaping	2 to 4
		2	Credit 2	Innovative Wastewater Technologies	2
		4	Credit 3	Water Use Reduction	2 to 4
		1	Credit 3	Process Water Use Reduction	1

16 2 15 Energy and Atmosphere Possible Points: 33

Y	?	N			
Y			Prereq 1	Fundamental Commissioning of Building Energy Systems	
Y			Prereq 2	Minimum Energy Performance	
Y			Prereq 3	Fundamental Refrigerant Management	
13		6	Credit 1	Optimize Energy Performance	1 to 19
		7	Credit 2	On-Site Renewable Energy	1 to 7
2			Credit 3	Enhanced Commissioning	2
		1	Credit 4	Enhanced Refrigerant Management	1
1		1	Credit 5	Measurement and Verification	2
		2	Credit 6	Green Power	2

4 2 7 Materials and Resources Possible Points: 13

Y	?	N			
Y			Prereq 1	Storage and Collection of Recyclables	
		2	Credit 1.1	Building Reuse—Maintain Existing Walls, Floors, and Roof	1 to 2
		1	Credit 1.2	Building Reuse—Maintain 50% of Interior Non-Structural Elements	1
1		1	Credit 2	Construction Waste Management	1 to 2

Materials and Resources, Continued

Y	?	N			
		2	Credit 3	Materials Reuse	1 to 2
1	1		Credit 4	Recycled Content	1 to 2
2			Credit 5	Regional Materials	1 to 2
		1	Credit 6	Rapidly Renewable Materials	1
		1	Credit 7	Certified Wood	1

8 11 Indoor Environmental Quality Possible Points: 19

Y	?	N			
Y			Prereq 1	Minimum Indoor Air Quality Performance	
Y			Prereq 2	Environmental Tobacco Smoke (ETS) Control	
Y			Prereq 3	Minimum Acoustical Performance	
		1	Credit 1	Outdoor Air Delivery Monitoring	1
		1	Credit 2	Increased Ventilation	1
1			Credit 3.1	Construction IAQ Management Plan—During Construction	1
		1	Credit 3.2	Construction IAQ Management Plan—Before Occupancy	1
4			Credit 4	Low-Emitting Materials	1 to 4
		1	Credit 5	Indoor Chemical and Pollutant Source Control	1
1			Credit 6.1	Controllability of Systems—Lighting	1
		1	Credit 6.2	Controllability of Systems—Thermal Comfort	1
1			Credit 7.1	Thermal Comfort—Design	1
1			Credit 7.2	Thermal Comfort—Verification	1
		3	Credit 8.1	Daylight and Views—Daylight	1 to 3
		1	Credit 8.2	Daylight and Views—Views	1
		1	Credit 9	Enhanced Acoustical Performance	1
		1	Credit 10	Mold Prevention	1

5 1 Innovation and Design Process Possible Points: 6

Y	?	N			
1			Credit 1.1	Low-Mercury Lighting	1
1			Credit 1.2	Education Program	1
1			Credit 1.3	Green Housekeeping	1
1			Credit 1.4	Exemplary: Maximize Open Spaces	1
1			Credit 2	LEED Accredited Professional	1
		1	Credit 3	The School as a Teaching Tool	1

3 1 Regional Priority Credits Possible Points: 4

Y	?	N			
1			Credit 1.1	Regional Priority: SSC4.1: Alternative Transportation Public Transportation	1
1			Credit 1.2	Regional Priority: IEQc7.1 Thermal Comfort- Design	1
1			Credit 1.3	Regional Priority: Optimize Energy Performance	1
		1	Credit 1.4	Regional Priority:	1

56 4 50 Total Possible Points: 110



September 25, 2014

Monthly Financial Report

TO: Board of Education

FROM: Kathy Hanlon

I will present the monthly financial report.

August is the first full payroll of the year and it is on track with the budget. Award letters are starting to come in on the federal and state grants, which are in line with the budget estimates. Title I came in slightly lower than we predicted last spring but the budget was done on the actual award number. August is also the beginning of state revenue payments and we have received our first foundation payment.

IX-B1

REVENUE AND EXPENDITURES
August 31, 2014

REVENUE	BUDGET	MONTHLY REVENUE	YEAR-TO-DATE ACTUAL RECEIVED	BUDGET BALANCE DUE	PERCENTAGE RECEIVED TO DATE
Local	\$63,213,190	\$2,106,133	\$4,178,816	\$59,034,374	6.61%
State	\$26,751,219	\$2,431,938	\$2,431,938	\$24,319,281	9.09%
Restricted State	\$5,764,322	\$7,290	\$30,978	\$5,733,344	0.54%
TOTAL OPERATING	\$95,728,731	\$4,545,360	\$6,641,732	\$89,086,999	6.94%
Building Fund	\$0	\$0	\$0	\$0	n/a
Federal Funds	\$5,857,654	\$157,890	\$157,890	\$5,699,764	2.70%
Food Service	\$3,775,000	\$80,859	\$626	\$3,774,374	0.02%
Activity	\$2,500,000	\$153,345	\$187,659	\$2,312,341	7.51%
TOTAL	\$107,861,385	\$4,937,454	\$6,987,907	\$100,873,478	6.48%

EXPENDITURES BY FUND	BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE ACTUAL	UNEXPENDED BALANCE	PERCENTAGE OF BUDGET EXPENDED
Teacher Salary	\$40,968,478	\$3,424,251	\$3,695,984	\$37,272,494	9.02%
Operating	\$38,169,135	\$3,142,978	\$5,149,433	\$33,019,702	13.49%
Debt Service	\$13,855,000	\$0	\$562,379	\$13,292,621	4.06%
SUB-TOTAL	\$92,992,613	\$6,567,229	\$9,407,795	\$83,584,818	10.12%
Building	\$16,287,300	\$1,226,234	\$1,980,138	\$14,307,162	12.16%
Federal Funds	\$5,883,248	\$408,706	\$514,357	\$5,368,891	8.74%
Food Service	\$3,775,500	\$203,797	\$247,851	\$3,527,649	6.56%
Activity	\$2,500,000	\$108,844	\$312,047	\$2,187,953	12.48%
TOTAL	\$121,438,661	\$8,514,810	\$12,462,188	\$108,976,473	10.26%

Shaded funds are restricted.

Percentage of the fiscal year to date 16%

Included in these expenditures	Month	Year to Date
Administrator and Teachers Salaries	\$3,607,882	\$3,897,419
Administrator and Teachers Benefits	\$938,049	\$1,013,329

REVENUE AND EXPENDITURES
July 301 2014

REVENUE	BUDGET	MONTHLY REVENUE	YEAR-TO-DATE ACTUAL RECEIVED	BUDGET BALANCE DUE	PERCENTAGE RECEIVED TO DATE
Local	\$63,213,190	\$2,106,133	\$4,178,816	\$59,034,374	6.61%
State	\$26,751,219	\$2,431,938	\$2,431,938	\$24,319,281	9.09%
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Percentage of the fiscal year to date 16%

Included in these expenditures	Month	Year to Date
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September 25, 2014

Request for Easement

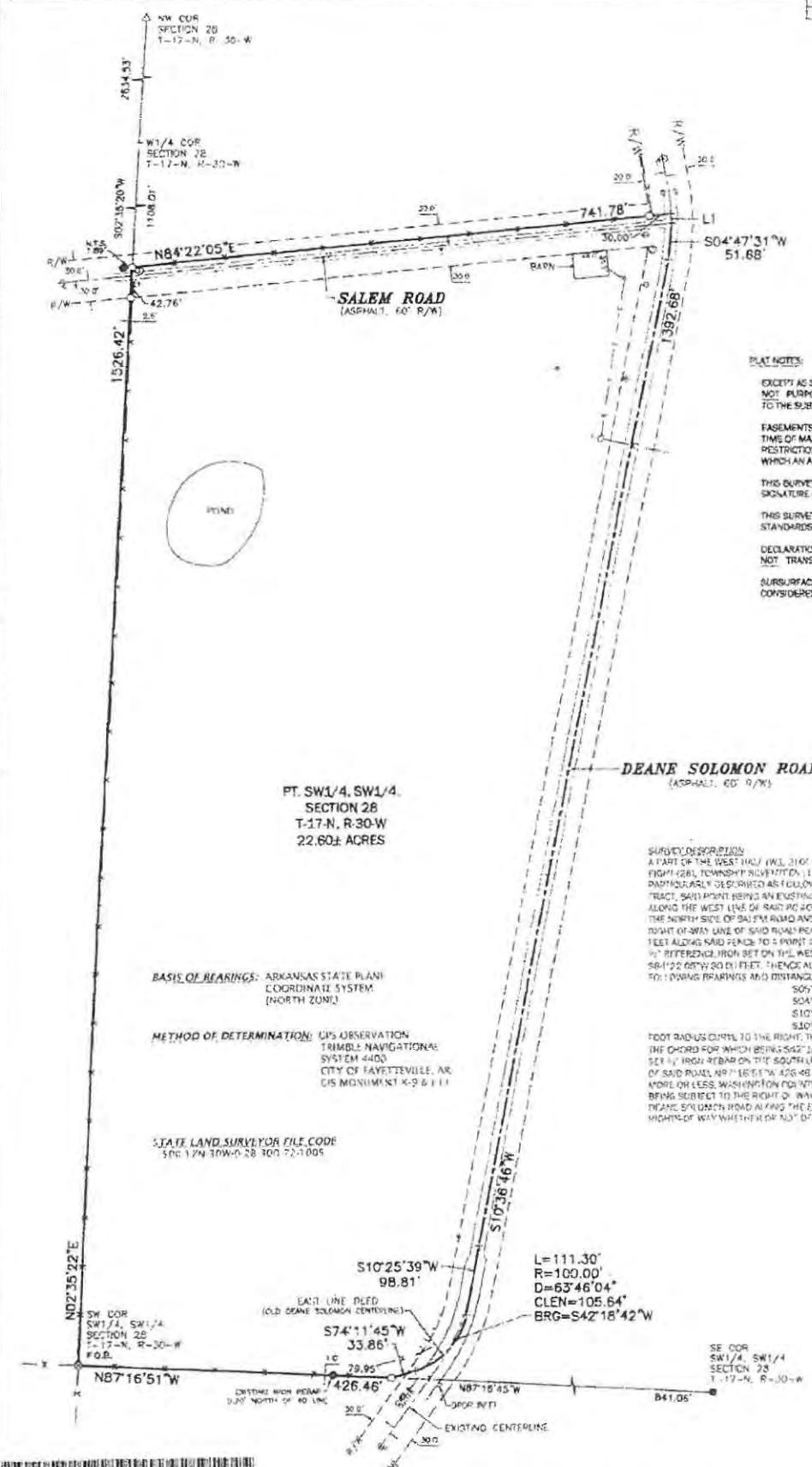
TO: Board of Education

FROM: Kathy Hanlon

I will present information regarding a request to grant Ozark Electric a 30 foot easement for the installation of a three phase overhead power line on the property at Deane Solomon road. The easement will begin at the intersection of Deane Solomon Road and Salem Road east and run parallel to the road right-of-way along Deane Solomon to the south property line. The power will be adequate to supply electricity requirements for a school that could possibly be built in the future.

IX-C1

LINE	BEARING	DISTANCE
L1	S06°20'14"E	13.06'



PLAT NOTES:

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE.

EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF MAKING OF THIS SURVEY; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS OR OTHER LAND USE REGULATIONS; AND ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDED THE SEAL AND SIGNATURE OF THE SURVEYOR.

THIS SURVEY MEETS OR EXCEEDS THE CURRENT ARKANSAS MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND PLATS.

DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY, IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY.



SURVEY DESCRIPTION:

A PART OF THE WEST HALF (W/2) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY EIGHT (28), TOWNSHIP NINE (9) NORTH, RANGE THIRTY (30) WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEGINNING AT THE SOUTHWEST CORNER OF SAID 80 ACRE TRACT, SAID POINT BEING AN EXISTING FENCE CORNER POST, THENCE N02°35'22"E 1026.47 FEET ALONG THE WEST LINE OF SAID 80 ACRE TRACT TO A SET 1/2" IRON REBAR AT AN EXISTING FENCE ON THE NORTH SIDE OF SALEM ROAD AND FROM WHICHA 1/4" REFERENCE IRON SET ON THE SOUTH TO PART OF 300' WIDE LINE OF SAID ROAD BEARS S02°24'22"W 42.78 FEET THENCE N84°22'05"E 45.78 FEET ALONG SAID FENCE TO A POINT IN THE CENTER OF DEANE SOLOMON ROAD AND FROM WHICHA 1/4" REFERENCE IRON SET ON THE WEST RIGHT OF WAY LINE OF DEANE SOLOMON ROAD BEARS S81°22'05"W 50.00 FEET, THENCE ALONG THE CENTERLINE OF DEANE SOLOMON ROAD, THE FOLLOWING BEARINGS AND DISTANCES:

S05°20'14"E	13.06 FEET
S04°47'31"W	51.68 FEET
S10°36'46"W	1392.68 FEET
S10°25'39"W	98.81 FEET

TO A POINT ON THE WEST LINE OF SAID ROAD BEARING S10°36'46"W 1392.68 FEET TO THE BEGINNING OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT, THENCE SOUTHWESTERLY ALONG SAID CURVE 111.30 FEET THE CHORD FOR WHICH BEING S42°18'42"W 100.04 FEET, THENCE S74°11'45"W 33.86 FEET TO A SET 1/2" IRON REBAR ON THE SOUTH LINE OF SAID 80 ACRE TRACT, THENCE LEAVING THE CENTERLINE OF SAID ROAD N87°16'51"W 426.46 FEET TO THE POINT OF BEGINNING, CONTAINING 22.60 ACRES MORE OR LESS, WASHINGTON COUNTY, ARKANSAS, THE ABOVE DESCRIBED 22.60 ACRE TRACT BEING SUBJECT TO THE RIGHT OF WAY OF SALEM ROAD ALONG THE CENTER NORTH BOUNDARY AND DEANE SOLOMON ROAD ALONG THE ENTIRE EAST BOUNDARY, AND ANY OTHER EASEMENTS ANYHOW KNOWN OF ANY NATURE OR NOT OF RECORD.

BASIS OF BEARINGS: ARKANSAS STATE PLAT COORDINATE SYSTEM (NORTH ZONE)

METHOD OF DETERMINATION: GPS OBSERVATION TRIMBLE NAVIGATION SYSTEM 4400 CITY OF FAYETTEVILLE, AR GIS MONUMENT K-9 & 111

STATE LAND SURVEYOR FILE CODE: 506.17W-30W-0-28 100 72.1 005

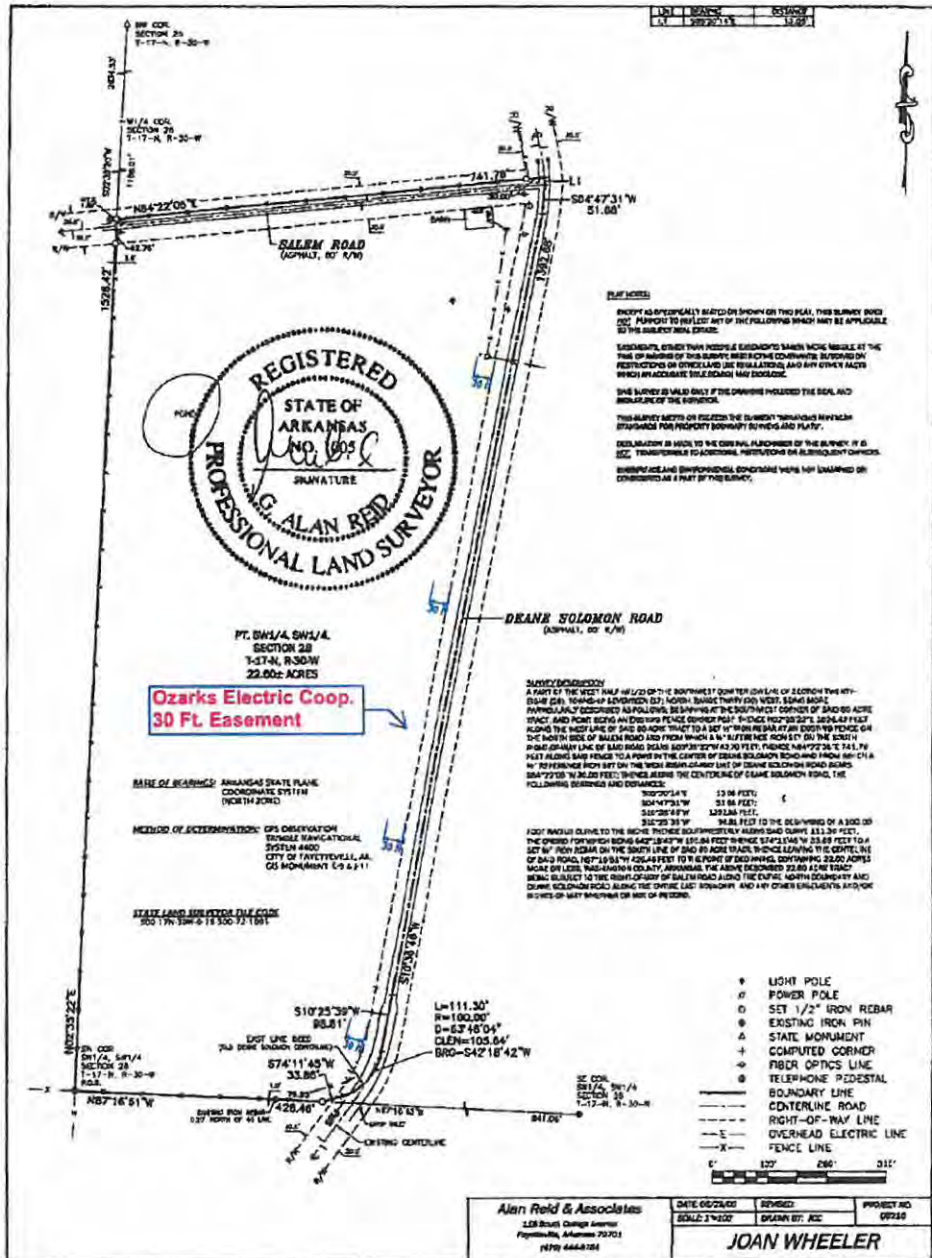
- LIGHT POLE
- POWER POLE
- SET 1/2" IRON REBAR
- EXISTING IRON PIN
- STATE MONUMENT
- COMPUTED CORNER
- FIBER OPTICS LINE
- TELEPHONE PEDESTAL
- BOUNDARY LINE
- CENTERLINE ROAD
- RIGHT-OF-WAY LINE
- OVERHEAD ELECTRIC LINE
- FENCE LINE

Doc ID: 010508510001 Type: REL
Recorded: 10/26/2008 at 01:24:08 PM
Fee Amt: \$5.00 Page 1 of 1
Washington County, AR
Bette Stamps Circuit Clerk
File # 2006-00043793

Alan Reid & Associates 158 South College Avenue Fayetteville, Arkansas 72701 (479) 444-8784	DATE: 06/29/08	REVISED:	PROJECT NO.
	SCALE: 1"=100'	DRAWN BY: JCC	06216
JOAN WHEELER			



Doc ID: 010506510001 Type: REL
 Recorded: 10/26/2008 at 01:24:03 PM
 Fee Amt: \$8.00 Page 1 of 1
 Washington County, AR
 Bette Stamps Circuit Clerk
 File 2006-00043793



RIGHT OF WAY EASEMENT
DISTRIBUTION LINE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned **Fayetteville School District No. 1**, Grantor(s), for a good and valuable consideration, the receipt wherein is hereby acknowledged, does hereby grant unto Ozarks Electric Cooperative Corporation, a corporation and to its successors or assigns, an underground easement 30 feet in width 15 feet either side of the centerline of an electric line as staked and built and an overhead easement 30 feet in width 15 feet either side of the centerline of an electric line as staked and built on, under and across the lands of the undersigned situated in the County of Washington, State of Arkansas, and more particularly described as follows:

A part of the West Half (W ½) of the Southwest Quarter (SW ¼) of Section Twenty-eight (28), Township Seventeen (17) North, Range Thirty (30) West, being more particularly described as follows: beginning at the Southwest corner of said 80 acre tract, said point being an existing fence corner post; thence North 02 degrees 35 minutes 22 seconds East 1526.42 feet along the West line of said 80 acre tract to a set ½" iron rebar at an existing fence on the North side of Salem Road and from which a ½" reference iron set on the South right-of-way line of said road bears South 02 degrees 35 minutes 22 seconds West 42.76 feet; thence North 84 degrees 22 minutes 05 seconds East 741.78 feet along said fence to a point in the center of Deane Soloman Road and from which a ½" reference iron set on the West right-of-way line of Deane Soloman Road bears South 84 degrees 22 minutes 05 seconds West 30.00 feet; thence along the centerline of Deane Soloman Road, the following bearings and distances: South 05 degrees 20 minutes 14 seconds East 13.06 feet, South 04 degrees 47 minutes 31 seconds West 51.68 feet, South 10 degrees 36 minutes 46 seconds West 1392.68 feet, South 10 degrees 25 minutes 39 seconds West 98.81 feet to the beginning of a 100.00 foot radius curve to the right; thence Southwesterly along said curve 111.30 feet, the chord for which being South 42 degrees 18 minutes 42 seconds West 105.64 feet; thence South 74 degrees 11 minutes 45 seconds West 33.86 feet to a set ½" iron rebar on the South line of said 80 acre tract; thence leaving the centerline of said Road, North 87 degrees 16 minutes 51 seconds West 426.46 feet to the point of beginning, containing 22.60 acres, more or less, Washington County, Arkansas. The above described 22.60 acre tract being subject to the right-of-way of Salem Road along the entire North boundary and Deane Soloman Road along the entire East boundary, and any other easements and/or rights-of-way whether or not of record.

And to place, construct, operate, repair, maintain, relocate, and replace thereon and in or upon all streets, roads, or highways abutting said lands an electric line or system, and to cut, trim and control, both within and outside said easement, the growth of trees and other vegetation that may interfere with or threaten to endanger the operation

and maintenance of said line or system. Grantee shall have right to free ingress and egress over adjacent lands of Grantor for access to this easement.

TO HAVE AND TO HOLD said lands unto Grantee and its successors and assigns forever. And the undersigned Grantor hereby covenants that I/we am/are lawfully seized of said lands and I/we will forever warrant and defend the title to the said lands against all legal claims whatsoever.

IN WITNESS WHEREOF, the undersigned has set his/her/their hand and seal this _____ day of _____, 2014.

Fayetteville School District No. 1

By: David Tate, Director of Physical Plant Services

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____ 2014, before me, the undersigned Notary Public, personally appeared **Fayetteville School District No. 1 by David Tate, Director of Physical Plant Services** known to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they had executed the same for the purposes therein contained.


IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

My Commission Expires: _____
(notary stamp here)



Ozarks Electric Cooperative

A Truistone Energy Cooperative 



September 25, 2014

Transition Plan Update

TO: Board of Education

FROM: Kim Garrett

It has been a busy month working on the 2015-16 transition. The 9th grade Transition Committee met with all the individual leaders of transition topics to find out what their challenges are and to create deadlines for when all the questions will be answered.

The 7th grade transition principals committee met and scheduled the first student/parent committee meeting for September 29th at 5:00pm at the Professional Learning Center. This committee will work with principals to analyze ideas, options, and challenges and create an effective transition plan.

The 5th grade transition is being led by John L Colbert. He is in the process of working with his principals to set up their first administrative committee meeting and their first meeting with parents and staff members to create their transition plan.

The middle school, junior high, and high school principals have been given a list of teachers who HR show as moving to a new school next year. Principals will verify that the building records are consistent with the HR records. All teachers who are moving will be notified again by their 2015-16 principal to reassure them that everything is moving forward. Once those emails have been sent, central office staff will send an email to all staff members informing them that the teachers who are moving in 2015-16 have received an email and what to do if they feel they should have received an email. They will also be informed of the timeline for filling all vacancies.

We are working with Holly Johnson and Alan Wilbourn to create a transition page on the district website where questions, answers and timelines will be posted. We will then collect questions from parents, teachers, and students. Our goal is to have this available to our community by the end of the month. An administrator at each level will be assigned to receive the questions and work with appropriate people to get the question posted with either an answer or a deadline for the answer.

IX-D1

Fayetteville Public Schools
9th Grade Transition Q&A

1. How will the 9th grade sports teams be created?

The two 9th grade Small Learning Communities, which include the sports teams, will be created by a lottery instead of following junior high zones. The goal is to assimilate the 9th graders.

2. How will athletics and extracurricular groups share the facilities/gym spaces?

A schedule for sharing facilities will be created by December 15, 2014.

3. Will 9th graders be allowed to park at FHS?

No. Currently, sophomores are not allowed to park at FHS. Seniors are given priority and then juniors. With the completion of the FHS campus, there will be approximately 60 additional spots for staff members and approximately 55 additional spots for students. Those spots will be divided among current seniors and juniors.

4. Will there be gates that secure the campus on the east and west sides?

Yes. This was part of the original plan and will take place as planned.

5. Will FHS have an open lunch?

No. The community was told that when the campus was completed, the campus would be closed. The current facility and food service program is adequate.

6. Where will the drop-off and pick-up lines be?

FHS staff members are working with city officials to determine the safest traffic flow for cars, busses, and pedestrians. This plan will be complete by March 1st, 2015.

7. Can we add more parking?

It is unclear at this time if any more could be added. This will be analyzed by May 1, 2015.

8. Will FHS keep the same bell schedule that they currently have? Will 9th graders have a different lunch than 10th-12th graders?

There is a committee of FHS staff members examining different bell schedules. They will make a recommendation to the superintendent by November 18, 2014.

9. Will 9th grade teachers move to FHS?

Last year, teachers at all buildings were given the opportunity to fill out a survey about their preference for location for the 2015-2016 school year. Principals then interviewed or met with teachers and selected teachers who will move with the transitional grade levels - 5th, 7th, and 9th.

For any additional vacancies that may exist due to teachers leaving the district, those vacancy needs will be reassessed by April 1, 2015. Vacancies will be posted for all teachers to apply for. The goal will be for all vacancies to be filled by May 1st.

10. What orientation will take place for 9th graders?

FHS committee members are working on orientation plans for 9th and 10th graders. These details will be conveyed to parents by February 1, 2015.

11. Will 9th graders take classes with 10th-12th graders?

9th graders will have pure 9th grade Core classes (English, Math, Science, and Social Studies) except if a 9th grader is taking an upper level course. A committee of FHS staff members is analyzing if all or only some electives will be mixed. This decision will be made by December 1, 2014.

12. Will 9th graders have equal opportunity to FHS events?

9th graders will have representation on FHS Student Council. There may be some 9th grade only activities but 9th graders may also attend general FHS activities and assemblies. Prom is by invitation only except for juniors and seniors. 9th graders can be part of clubs and there may be some 9th grade only clubs.

13. When will CAP be scheduled?

Because multiple grade levels will be moving at once, CAP will be adjusted to take place in January/February so that all schools have adequate time to analyze course needs and make staffing requests. This date will be scheduled by November 1, 2014.

7th Grade Transition O & A

1. Will 7th graders be part of teams like the middle schools?

Staffs at both junior highs are exploring how to incorporate the teaming structure into their building and schedule. This recommendation will be made by January 1, 2015.

2. Will advisory time be scheduled at Ramay and Woodland?

Staffs at both junior highs are exploring new schedules and will make final recommendations to the Superintendent by January 1, 2015.

3. Will 8th graders be part of teams like the middle schools?

Staffs at both junior highs are exploring the teaming structure for 8th grade. This recommendation will be made to the superintendent by January 1, 2015.

4. Will band, choir, and orchestra be offered for 7th graders?

Yes, 7th graders will have the opportunity to participate in band, choir, and orchestra.

5. Will the Learning Tools course currently at 7th grade continue to be a required course?

No, this will be an elective course or one used for remediation of identified students.

6. Will there be 7th grade Athletics?

At this time there will not be 7th grade athletics. Other schools in our region do not have 7th grade teams.

7. Will Computer Applications I (CA I) currently at the 8th grade continue to be a required course?

This decision will be made by December 1, 2014.

8. Will the names of Ramay Junior High and Woodland Junior High change to demonstrate a middle-level philosophy?

The names of "Ramay" and "Woodland" will remain consistent. The decision to change from a "junior high" to another name like "Upper Middle School" or some other name will be made by January 1, 2015.

9. Will the boundaries remain the same for Ramay and Woodland?

Yes. The zoning boundaries will remain the same.

10. Will we allow students to transfer between Ramay and Woodland like we do currently?

At this time, there are no discussions about changing our transfer process.

11. What will the transition process look like for 7th and 8th graders?

There will be similar activities in the spring of 2015 to those that are currently done in the spring now. There may be additional activities added too. All of these activities are being planned by each building and will be communicated to parents in the spring.

12. Will course offerings be consistent between both Ramay and Woodland.

The same core offerings will be consistent but electives may vary to reflect the different needs or desires of students.

Teacher Transition Q&A

1. Will 9th grade teachers move to FHS?

Last year, teachers at all buildings were given the opportunity to fill out a survey about their preference for location for the 2015-2016 school year. Principals then interviewed or met with teachers and selected teachers who will move with the transitional grade levels - 5th, 7th, and 9th.

For any additional vacancies that may exist due to teachers leaving the district, those vacancy needs will be reassessed by April 1, 2015. Vacancies will be posted for all teachers to apply for. The goal will be for all vacancies to be filled by May 1st.

2. What resources will the 5th, 7th, and 9th graders who move to the next level take with them?



Materials/equipment/textbooks/resources currently used to support 5th, 7th, and 9th grade classes/courses will follow the students. There are specialized equipment that may exist in specific buildings because of grants or other dollars that may stay in the building. These specific exceptions are being analyzed and a plan will be released by March 1, 2015.

3. When will CAP be scheduled?

Because multiple grade levels will be moving at once, CAP will be adjusted to take place in January/February so that all schools have adequate time to analyze course needs and make staffing requests. This date will be scheduled by November 1, 2014.

4. Will junior high teachers have a team prep in addition to their daily individual planning/prep period like the middle schools?

Both junior highs are exploring new schedules and will make final recommendations to the Superintendent by January 1, 2015.

September 25, 2014

Act 1120 Resolution

TO: Board of Education

FROM: Greg Mones

Act 1120 of 2013 (Ark. Code Ann. §6-13-635) requires that “a school district board of directors shall review and approve by a written resolution an increase in salary of five percent (5%) or more for a school district employee”. A Memo dated 2/5/14, from the Commissioner of Education further defined the reporting requirements of school districts.

The requirements of all school districts are the following:

- Beginning September 15, 2014 and continuing each September 15th thereafter, school are required to run a cognos report and identify on a spreadsheet those employees that have an increase in pay of 5% or more.
- This spreadsheet should be presented along with a resolution to the School Board no later than the October Board meeting of each year with the initial year being October 2014.
- The first report will reflect a change in pay from FY13 to FY14 (2012-13 school year to 2013-14 school year).

IX-E1



RESOLUTION OF FAYETTEVILLE SCHOOL DISTRICT #1
BOARD OF DIRECTORS

WHEREAS, the Fayetteville School District #1 Board of Directors (Board) met in a regular, open, and properly-called meeting on October 23, 2014, in the Adams Leadership Center;

WHEREAS, _____ members were present, a quorum was declared by the chair;

WHEREAS, the Board has, pursuant to Act 1120 of 2013 codified as Ark. Code Ann. § 6-13-635, determined that the employees listed and described in Attachment A, are eligible and have been approved to receive an increase in salary of 5% and above from FY13 to FY14.

NOW THEREFORE, upon due consideration and deliberation, and having reviewed the reasons attached, it is hereby declared to be the intent of the Fayetteville School District #1 Board of Directors to authorize the approval and adoption of the salary increase of the employees listed and described in Attachment A.

Board President

Board Secretary

Date

Date



A.C.A. § 6-13-635

Arkansas Code of 1987 Annotated Official Edition
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Title 6 Education
Subtitle 2. Elementary And Secondary Education Generally
Chapter 13 School Districts
Subchapter 6 -- School District Boards of Directors Generally

A.C.A. § 6-13-635 (2014)

6-13-635. School board review and approval of salary increases.

(a) As used in this section, "salary increase" means an increase in the salary paid to a school district employee for performing substantially the same job functions as the employee performed before receiving the salary increase.

(b) (1) (A) A school district board of directors shall review and approve by a written resolution an increase in salary of five percent (5%) or more for a school district employee.

(B) The resolution shall include the reasons for the salary increase, which may include without limitation:

(i) A bonus that is not added to the employee's salary;

(ii) An incentive bonus provided:

(a) For National Board for Professional Teaching Standards certification under § 6-17-413;

(b) To a certified speech-language pathologist under § 6-17-413;

(c) For teacher recruitment or retention in high-priority school districts under § 6-17-811;

(d) To a master principal under § 6-17-1603; or

(e) Under another specific provision of law; or

(iii) An increase in salary received as a result of the school district employee moving into a new position with substantially different job functions.

(2) (A) The school district shall provide a certified copy of the written resolution required under this subsection to the auditor who conducts the annual financial audit of the school district.

(B) Within thirty (30) days following the date of an audit report in which an auditor notes noncompliance under this section, the school district shall provide a copy of the audit report to the Department of Education.

(C) Annually by October 1, the department shall:

(i) Compile a list of the reports of noncompliance received under this section; and

(ii) Provide the list to the House Committee on Education and the Senate Committee on Education.

HISTORY: Acts 2013, No. 1120, § 1.

ADE SharePoint > Commissioner's Memos > Approved Memos > Act 1120 of 2013 (Ark. Code Ann. § 6-13-635)
Reporting Requirement:

Approved Memos: Act 1120 of 2013 (Ark. Code Ann. § 6-13-635) Reporting Requirement



Version History

Title	Act 1120 of 2013 (Ark. Code Ann. § 6-13-635) Reporting Requirement
Memo Number	FIN-14-048
Memo Date	2/5/2014
Attention	Co-op Directors; Superintendents; General Business Managers
Memo Type	Regulatory
Response Required	No
Section	Fiscal & Administrative Services
Regulatory Authority	Ark. Code Ann §6-13-635
Contact Person	Kathleen Crain
Phone Number	(501) 682-4887
E-Mail	kathleen.crain@arkansas.gov
Memo Text	<p>*Please note that the following does not take the place of the normal procedures for hiring practices at the local school district level. This report will be for informational purposes only and does not serve as a school board action for employment or contract purposes.</p>

Pursuant to Ark. Code Ann. § 6-13-635, local school boards are required to review and approve any employee increase in pay of 5% or more from one fiscal year to the next.

- Beginning September 15, 2014, and continuing each September 15th thereafter, schools are required to run a cognos report and identify on a spreadsheet those employees that have an increase in pay of 5% or more. The path to the cognos report is Public Folders>Financial Management System>Payroll>Gross Payroll>Act 1120 Salary 5% Increase. If assistance is needed in running the cognos report, contact 1-800-435-7989 or 501-682-4357.
- This spreadsheet should be presented along with a

resolution to the School Board no later than the October Board meeting of each year with the initial year being October 2014.

- The first report will reflect a change in pay from FY 13 to FY 14.
- Within 30 days of the school's audit being released, the school will notify the ADE Financial Accountability and Reporting Unit if they had any audit findings in FY 14 for non-compliance with Ark Code Ann. § 6-13-635.
- ADE will publish the list of any findings on the ADE website by October 15th of each year.
- The first ADE report of audit findings relevant to Ark. Code Ann. § 6-13-635 for fiscal year 14 compared with fiscal year 13 will be posted on the ADE website October 15, 2015.

A copy of Ark. Code Ann. § 6-13-635 is attached.

Attachments

[6-13-635.pdf](#)

Version: 18.0

Created at 2/5/2014 2:45 PM by Lynn Kinsey (ADE)

Last modified at 2/27/2014 11:23 AM by Deborah Coffman (ADE)

Last Name	First Name	Total Salary for Pavdates Between	Total Salary for Pavdates Between	Dollar Amount Change	Percentage Change
MELLON	LINDA	16,389.77	17,218.51	828.74	5.1%
KEYS	BILLY	29,043.30	30,539.68	1,496.38	5.2%
MATHIS	CINCY	63,161.13	66,424.71	3,263.58	5.2%
RICHARDSON	LISA	52,860.06	55,614.50	2,754.44	5.2%
MCGHEE	JUDITH	24,283.17	25,579.55	1,296.38	5.3%
JOHNSON	MICHAELA	51,459.46	54,280.42	2,820.96	5.5%
ELLISON	DERRICK	28,360.50	29,946.01	1,585.51	5.6%
LOMBERA	MARIA	12,354.77	13,047.68	692.91	5.6%
GIVENS	JANICE	58,878.54	62,184.82	3,306.28	5.6%
RICHARD	NICOLE	45,588.31	48,162.73	2,574.42	5.6%
JAY	CHRISTIE	79,266.25	83,816.14	4,549.89	5.7%
STEWART	JAMES	28,553.14	30,197.01	1,643.87	5.8%
POST	TAMARA	23,399.26	24,831.88	1,432.62	6.1%
MARCHESE	STEVEN	15,752.54	16,720.70	968.16	6.1%
NOBLE	SUZETTE	53,078.52	56,355.03	3,276.51	6.2%
PROTHERO	PAUL	18,301.92	19,489.89	1,187.97	6.5%
CARROLL	ZACHARY	30,826.25	32,889.04	2,062.79	6.7%
COLLINS	MILO	34,694.45	37,020.80	2,326.35	6.7%
HUTSON	BRITTANY	12,037.60	12,849.27	811.67	6.7%
BRADFORD	CAROLYN	11,112.03	11,884.43	772.40	7.0%
FIRMIN	LINDA	53,150.54	56,864.40	3,713.86	7.0%
JACKSON	KIMBERLY	10,240.33	10,964.16	723.83	7.1%
ESRY	ELEANOR	47,697.24	51,123.00	3,425.76	7.2%
CONNORS	MARGARET	47,719.41	51,218.00	3,498.59	7.3%
PETERSON	JEANNE	55,131.35	59,189.92	4,058.57	7.4%
COCHRAN	LORI	21,754.27	23,366.35	1,612.08	7.4%
DEES	LINDSAY	46,201.13	49,665.50	3,464.37	7.5%
HALE	BRYAN	61,422.31	66,153.15	4,730.84	7.7%
GAGE	LADONNA	18,337.25	19,757.09	1,419.84	7.7%
WHITLEY	SUSAN	51,516.90	55,508.00	3,991.10	7.7%
BREWER	SCOTT	13,146.51	14,166.87	1,020.36	7.8%
WILSON	MARILYN	15,783.34	17,042.04	1,258.70	8.0%
SULLIBAN III	BERNARD	17,068.30	18,517.96	1,449.66	8.5%
COLLINS	JACK	42,169.03	45,786.83	3,617.80	8.6%
DAWSON	TANA	47,541.58	51,653.00	4,111.42	8.6%
KILDOW	LAURA	12,726.86	13,827.66	1,100.80	8.6%
KISER	PAMELA	54,971.51	59,749.10	4,777.59	8.7%
LABIT	TRISHA	34,745.72	37,882.85	3,137.13	9.0%
SULLINS	TYLER	14,257.37	15,558.30	1,300.93	9.1%
HALE	MARY	24,005.04	26,338.86	2,333.82	9.7%
Clark	ANGELA	58,732.39	64,506.70	5,774.31	9.8%
BURRELL	BETH	22,505.02	24,755.51	2,250.49	10.0%
AUSTIN	KATIE	52,537.38	57,832.86	5,295.48	10.1%
THORNTON	MARTHA	43,406.55	47,809.90	4,403.35	10.1%
BATES	SAUNDRA	44,955.35	49,526.78	4,571.43	10.2%
DOWNING	JOSHUA	24,107.12	26,720.55	2,613.43	10.8%

HENDERSON	KALVIN	6,702.61	7,438.62	736.01	11.0%
TAYLOR	JOEL	20,862.29	23,211.50	2,349.21	11.3%
ANDERSON	LAUREN	774.00	864.00	90.00	11.6%
GARZA	LARA	19,030.59	21,279.90	2,249.31	11.8%
EKLUND	TERI	52,319.88	58,568.00	6,248.12	11.9%
FARRELL	MARY	30,234.11	33,990.98	3,756.87	12.4%
MORSE	HAROLD	60,514.56	68,110.58	7,596.02	12.6%
HEFLIN	KELLI	9,500.54	10,699.70	1,199.16	12.6%
FINCHER	CYNTHIA	64,593.94	72,962.48	8,368.54	13.0%
FARAH	THEODORE	44,640.30	50,430.00	5,789.70	13.0%
WEST	JESSICA	12,570.98	14,230.76	1,659.78	13.2%
REYNOLDS	EMILY	13,681.90	15,609.67	1,927.77	14.1%
LEWIS	BARBARA	25,757.62	29,596.12	3,838.50	14.9%
BERINGER	LISA	21,396.02	24,587.52	3,191.50	14.9%
BAUER	MARILYN	63,301.09	73,072.37	9,771.28	15.4%
NEWMAN	JOEY	48,569.76	56,195.13	7,625.37	15.7%
DUONG	AMELIA	39,868.53	46,202.28	6,333.75	15.9%
WONSOWER-POTT	FAWN	11,868.40	13,779.00	1,910.60	16.1%
BABER	BARRETT	36,995.21	43,159.09	6,163.88	16.7%
YOUNG	JOE	12,762.94	14,970.87	2,207.93	17.3%
GARY	GERRAIS	13,112.06	15,451.05	2,338.99	17.8%
PHILLIPS	KEVIN	2,664.75	3,144.00	479.25	18.0%
HILL	FELEICIA	25,659.55	30,391.53	4,731.98	18.4%
HILL	WESLEY	18,131.96	21,535.04	3,403.08	18.8%
SHIVERS	WALTER	61,852.72	73,645.81	11,793.09	19.1%
POTTER	MICHAEL	23,746.25	28,368.14	4,621.89	19.5%
JEFFERSON	AMY	17,494.77	20,937.98	3,443.21	19.7%
SULLINS	MATTHEW	14,101.78	16,928.48	2,826.70	20.0%
MIXON	MARY	43,509.60	52,283.57	8,773.97	20.2%
LUEBKER	ELLIOT	6,188.00	7,452.00	1,264.00	20.4%
SANFORD	REBECCA	11,020.32	13,297.62	2,277.30	20.7%
WALTERS	BONITA	54,705.90	67,076.00	12,370.10	22.6%
RADEWALD	KATHERINE	39,228.53	48,196.43	8,967.90	22.9%
PHILLIPS	FREDA	12,897.87	15,923.49	3,025.62	23.5%
KUHL	MOLLY	36,217.52	44,723.75	8,506.23	23.5%
MAURICIO	MARIBEL	10,347.56	12,831.48	2,483.92	24.0%
SHOFNER	REBECCA	39,293.68	48,768.00	9,474.32	24.1%
KELSEY	KATHY	12,075.10	15,049.68	2,974.58	24.6%
HARRIS	WAYLAND	4,826.54	6,017.76	1,191.22	24.7%
LAND	ABBY	45,587.20	57,046.76	11,459.56	25.1%
THOMAS	VICKI	213,210.00	269,120.00	55,910.00	26.2%
THOMAS	MELISSA	37,843.23	48,034.36	10,191.13	26.9%
LEMASTER	LOGAN	44,527.19	56,757.86	12,230.67	27.5%
BEADLES JR	HARRY	17,394.09	22,246.10	4,852.01	27.9%
NEWGENT	HADLEY	5,844.05	7,508.96	1,664.91	28.5%
SISEMORE	MARSHA	12,406.29	15,946.42	3,540.13	28.5%
HIROYASU	ANNALISA	17,081.79	22,068.55	4,986.76	29.2%
BREWER	JERRY	13,461.16	17,645.68	4,184.52	31.1%
BUTLER	SHONNA	27,875.92	36,864.00	8,988.08	32.2%
CONNER	LOGAN	15,971.00	21,133.82	5,162.82	32.3%

JORDAN	LORA	15,879.02	21,025.10	5,146.08	32.4%
POPE	HEIDI	6,821.63	9,096.72	2,275.09	33.4%
HARPER	MATTHEW	32,238.51	43,025.60	10,787.09	33.5%
CURTIS	DANNY	19,042.31	25,624.13	6,581.82	34.6%
HOWARD	CYNTHIA	32,866.04	44,680.49	11,814.45	35.9%
ROMAN	ERIC	11,785.11	16,024.70	4,239.59	36.0%
KELLEY	MAGGIE	27,597.98	37,598.95	10,000.97	36.2%
MONCRIEF	CHRISTINA	17,345.18	24,055.58	6,710.40	38.7%
WENGER-SMITH	AMBER	21,510.62	29,900.63	8,390.01	39.0%
SMITH	COURTNEY	5,471.80	7,636.23	2,164.43	39.6%
MORETZ	TINA	34,800.71	49,733.00	14,932.29	42.9%
BUCHANAN	HERBERT	13,357.91	19,201.16	5,843.25	43.7%
FIMPLE	KEITH	24,814.03	36,460.32	11,646.29	46.9%
CLARKE	CHRIS	38,114.97	56,257.84	18,142.87	47.6%
LANDRUM	JOLENE	18,555.69	27,642.07	9,086.38	49.0%
HOLT	SHONDA	14,337.52	21,553.61	7,216.09	50.3%
MAHAN	MINDY	28,161.76	42,635.00	14,473.24	51.4%
WHITE	NICKALUS	2,148.00	3,270.00	1,122.00	52.2%
HARVEY	RHONDA	9,702.00	14,895.00	5,193.00	53.5%
BUTTRY	TOMMY	1,188.75	1,859.21	670.46	56.4%
WISE	CHRISTOPHER	8,117.88	12,917.71	4,799.83	59.1%
STARR	CAROLYN	15,952.83	25,452.83	9,500.00	59.6%
SIGEARS	VALERIA	11,019.40	17,898.79	6,879.39	62.4%
PADILLA	CAMILLIA	6,766.25	11,085.75	4,319.50	63.8%
JOHNSON	VIRGINIA	10,633.67	17,715.64	7,081.97	66.6%
FOSTER	ROY	16,872.68	29,253.70	12,381.02	73.4%
HULETTE	VIRGINIA	24,195.04	43,877.20	19,682.16	81.3%
CARDWELL	EMILY	22,164.40	42,197.00	20,032.60	90.4%
LAIRD	MARK	3,192.50	6,126.00	2,933.50	91.9%
ALDERMAN	ANDREW	9,540.38	18,488.11	8,947.73	93.8%
COLLINS	KERRI	21,307.26	42,345.00	21,037.74	98.7%
WOODBURY	ANNE	2,408.56	4,795.32	2,386.76	99.1%
ANDERSON	TANIKA	26,939.07	55,573.00	28,633.93	106.3%
GIBBINS	JIMMY	21,742.11	45,095.00	23,352.89	107.4%
WILSON	MARY	24,846.58	52,856.00	28,009.42	112.7%
BREWER	MARK	3,648.00	8,484.00	4,836.00	132.6%
KOSCHESKI	PAUL	2,664.00	6,648.00	3,984.00	149.5%
CAMPBELL	CALVIN	3,858.07	9,939.16	6,081.09	157.6%
ARWOOD	ELIZABETH	386.00	1,012.00	626.00	162.2%
WYNNE	BETH	13,274.65	37,102.96	23,828.31	179.5%
CAMPBELL	SARAH	5,230.83	14,788.96	9,558.13	182.7%
REDFERN	BROOKE	15,795.03	44,798.00	29,002.97	183.6%
HERNANDEZ	JULIA	3,831.05	11,258.14	7,427.09	193.9%
BROWN	ALESSANDRA	14,535.15	43,064.00	28,528.85	196.3%
ROGERS	DARREN	6,279.91	19,584.11	13,304.20	211.9%
MEYL	KELLY	6,091.80	19,733.97	13,642.17	223.9%
MCCORMACK	TONI	13,191.90	44,985.50	31,793.60	241.0%
JOHNSON	HOLLY	27,898.08	95,532.80	67,634.72	242.4%
WOLFE	RANDALL	2,511.16	9,212.48	6,701.32	266.9%
LAUGHTER	SHAYNE	5,719.36	22,190.40	16,471.04	288.0%

WILSON	STANLEY	5,222.40	21,190.40	15,968.00	305.8%
HARRISON	LENA	3,777.55	17,627.92	13,850.37	366.6%
MALLOY	LISA	2,563.34	13,913.13	11,349.79	442.8%
PETERSON	MATHEW	8,218.04	45,413.00	37,194.96	452.6%
SHARITS	JEAN	868.48	4,870.25	4,001.77	460.8%
WILLIAMS	JOVAN	2,058.00	18,031.47	15,973.47	776.2%
VELLIOS	BRYCE	4,632.96	42,429.73	37,796.77	815.8%
ELLING	STEPHANIE	1,618.16	15,059.61	13,441.45	830.7%
MONTGOMERY	LANDON	2,160.00	20,675.00	18,515.00	857.2%
RIVAS	DIANA	920.00	11,545.02	10,625.02	1154.9%
BRADLEY	STEPHANIE	700.00	8,890.37	8,190.37	1170.1%
PARKER	RAYMOND	1,326.13	19,452.89	18,126.76	1366.9%
BOSE	MALABIKA	508.00	9,145.62	8,637.62	1700.3%
COOPER	DENNIS	726.68	14,236.40	13,509.72	1859.1%
MEWHORTER	ERIN	384.00	14,030.26	13,646.26	3553.7%
ELLING	PAUL	103.95	14,992.60	14,888.65	14322.9%
HINRICHS	CRYSTAL	272.00	45,938.00	45,666.00	16789.0%

Sep 15, 2014

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September 25, 2014

X. Executive Session for Personnel (if necessary)

- XI. Personnel Items
 - A. Certified Staff Changes
 - B. Classified Staff Changes

XII. Adjournment

September 25, 2014

B. Certified Staff Changes

TO: Board of Education
FROM: Paul Hewitt, Superintendent
I recommend approval of the following personnel actions:

Provisional Employment¹

Name	Position & Assignment	Replacement/ <i>New Position</i>	Period
J. Shannon Mathis ^{3,11}	Teacher/Woodland	Replacement	14/15
Tabatha Ridenour ^{4,11}	Teacher/Root	Replacement	14/15

Employment – Transfers, Changes

Name	Position & Assignment	Replacement/ <i>New Position</i>	Period
Eric Arrington	Teacher/Leverett	Stipend Change	14/15
Michaela Johnson	Teacher/FHS	Add Stipend	14/15
Michael Kaminski	Teacher/FHS	Change FTE	14/15
Magan Randall	Teacher/Ramay	Add Stipend	14/15
Maranda Seawood	Teacher/Washington	Add Stipend	14/15
Nathaniel Thomas	Teacher/Woodland	Change Position	14/15
Delona Tuttle	Teacher/Holt	Add Stipend	14/15
Jason McDonald	Teacher/FHS	Adding .17 FTE	14/15
Jennifer Coates	Teacher/Butterfield	Location Change	14/15

Certified Staff Contract Renewals

Name	Period
Eva Sue Lynch	14/15
Ellen Reynolds	14/15
Brandy Pledger	14/15

Resignations

Name	Position & Assignment
April Herrin	Teacher/Butterfield

¹Pending completion of a criminal background check and receipt of eligibility information from the Dept of Education

²One year only

³Year 1 of 1 year new hire probationary period

⁴Year 1 of 3 year new hire probationary period

⁵Year 2 of 3 year new hire probationary period

⁶Year 3 of 3 year new hire probationary period

⁷Per policy 4150

⁸Contingent upon receipt of appropriate Arkansas Teaching Licensure

⁹One year contract contingent on grant funding



**FAYETTEVILLE
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- ¹⁰Contingent upon acceptance in ALP program
- ¹¹Contract contingent upon waiver approval
- ¹²Contingent upon receipt of ABESBA License
- ¹³Contingent upon receipt of Medicaid Billing



September 25, 2014

C. Classified Staff Changes

TO: Board of Education

FROM: Paul Hewitt, Superintendent

I recommend approval of the following personnel actions:

Provisional Employment^{1,2}

<i>Name</i>	<i>Position & Assignment</i>	<i>Replacement/ New Position</i>	<i>Period</i>
Ramona Abernathy	Library Aide/Asbell	Replacement	14/15
Marla Sheely	Special Ed Para/Root	Replacement	14/15
Nathan Bowers ⁴	Title I Aide/Owl Creek	Replacement	14/15
Lindley Mikesch	Guided Lit & Kinder Aide/Butterfield	Replacement	14/15
Mandi Beesler	Special Education Para/FHS	Replacement	14/15
John Stucky	Special Education Para/Holt	Replacement	14/15
Edward Stockburger	Bus Driver/Transportation	Replacement	14/15
Hadley Newgent	Bus Driver/Transportation	Replacement	14/15
Shae Sutton ⁴	Title I Aide/Holcomb	New	14/15
Victor Jenkins	Special Ed Para/Crossing/Vandergriff	Replacement	14/15
Chris Mileham	Special Ed Para/Ramay	Replacement	14/15
Amber Houghland	Food Service Tech/Woodland	Replacement	14/15

Resignations

<i>Name</i>	<i>Position & Assignment</i>
Harry Don Martin	Custodian/District
Jed Markum	Bus Driver/Transportation
Karla Chadick	Special Ed Para/Root
Quintoria Hodges	Special Ed Para/Vandergriff
Scott Brewer	Bus Driver/Transportation
Kimberly Fischer	Kindergarten Aide/Holcomb
Malcolm Sharp	Bus Driver/Transportation

Employment – Transfers, Changes

<i>Name</i>	<i>Position & Assignment</i>	<i>Replacement/ New Position</i>	<i>Period</i>
Kimberly Flores	Crossing Guard/Holt	Replacement	14/15



Perry Philpot	Special Ed Para/Ramay	Location Change	14/15
Courtney Smith	PE Aide/Vandergriff	Replacement	14/15
Jamie Charboneau	Credit Recovery/FHS	Replacement	14/15
Jessica Cook	Special Ed Para/Owl Creek	Replacement	14/15
Jarod Middleton	Special Ed Para/Holcomb	Replacement	14/15
Stephanie Elling	Cafeteria Monitor/McNair	Replacement	14/15
Roy Foster	Bus Driver/Transportation	Change in hours	14/15
Tim Beers	Bus Driver/Transportation	Change in hours	14/15
Tom Posinski	Bus Driver/Transportation	Change in hours	14/15
Trisha Galloway	Special Ed Para/Butterfield	New	14/15

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

²One Year Probationary Period

³Based on Student Count

⁴Grant Funded

⁵One Year Only