

Fouke School District ARP ESSER Expenditure Justification

Presented: ALC PEER Committee



August 4, 2022

To: ALC PEER Committee

Thank you for the opportunity to present to you the collaborative efforts made by our district and our community over the past three years to mitigate the impact of COVID-19 on our small, rural school district. The enclosed documents will help you understand the extensive planning that has gone into our strategic effort to overcome a number of challenges and setbacks we have faced in the past three years.

The primary objective of this presentation is to gain the approval of the ALC PEER Committee for our previously budgeted ARP/ESSER expenditures by illustrating that our plan is strategic, collaborative, and on going even though it does not include a blanket bonus for teachers and staff using ARP/ESSER funds.

Attachment 1: Fouke Public Schools Public Comment on Re-Opening Survey

Attachment 2: Fouke School Virtual Class Option Survey

Attachment 3: American Rescue Plan Act- Public Comment Survey

Attachment 4: Fouke School District: District Support Plan (Ready For Learning)

Attachment 5: DESE Required ARP Budget

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Attachment 7: DESE Facilities Prior Approval

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Attachment 1: Fouke Public Schools Public Comment on Re-Opening Survey

This survey was conducted in the summer of 2020 in order to solicit community feedback on what they felt were the best practices in effectively re-opening our school for onsite learning. This information was used in development of our District Support Plan (Ready for Learning) - Attachment 4 in this document.

Fouke Public Schools Public Comment on Re-Opening

Using the information from the previous survey, the overwhelming majority of responses indicated that they desire to have school opened to on-site instruction and to have Fouke School District operate as normally as possible from day to day.

Based on input from the previous survey, the District has developed this public comment form to give all stakeholders another opportunity to voice concerns about the return to school on August 24. **THESE ARE IN NO WAY FINAL DECISIONS.**

WE ARE SOLICITING COMMUNITY FEEDBACK before making final decisions regarding back to school procedures.

Read the various descriptions of what our proposed return to school will look like and provide any desired feedback in each area. We will collect input until Tuesday July 21 at 8:00am. We will review community input and develop final open up procedures. Our aim is to finalize the re-opening plan by August 3, 2020. Thank you for your responses.

1. **Transportation Design:** Buses will begin transporting students to school on August 24, 2020. Parents are encouraged to take their child's temperature each day before sending them to the bus stop. While we anticipate social distancing to still be recommended by health authorities, we know it is not practical on a school bus and will strongly encourage parents to ask children to wear a mask while on the bus. Unless state mandates change, students wearing of masks on the bus will remain a recommendation. Students who wish to follow this recommendation will be required to pull down their mask around their neck as they board the bus so that the driver may identify their face. They may then immediately replace the mask and be seated. Again, students will not be seated six feet apart for transport to school.

2. **Entering Buildings and Classrooms:** While on campus, it will remain strongly recommended that students and personnel wear a face mask. Students and visitors to campus who wish to follow this recommendation will be required to pull down their mask around their neck as they enter any building on campus. Visitors are not permitted beyond the front office in any building. After entering the building, they may then immediately replace their mask. Students wishing to wear a mask should make sure the mask covers the nose and mouth with as minimal face coverage as possible. When entering a classroom, teachers will ask students to bring the mask down around their neck for role call and then the students may immediately replace their mask. At any time during the day, any school official may require a student wearing a mask to briefly lower the mask for identification purposes. At any time during the day, any school official may deem a student mask as covering too much of the face or head and require the student to replace it with a school provided surgical style face mask. Ski masks, full head coverings, bandanas tied around the neck, and any covering that leaves only the eyes visible are examples of face coverings that are not permitted.

3. **COVID Cases and Exposure at School:** All Arkansas public schools are required to report known cases of COVID and COVID exposure to the Department of Education and Department of Health. This is THEIR CURRENT RULE: In the event that your child is exposed to a known positive case, we are required to report that contact to the Department of Education as a "probable close contact" and send your child home to quarantine for 14 days. The student will receive instruction through the online course work and will not be counted absent from school. If at any point during the 14 day quarantine the Department of Health sends the district notification that your child's "probable exposure" no longer warrants quarantine, your child will be permitted to return on site. With everyday, guidance changes. This is the rule July 15, 2020. It is important to understand the decision to send students home because of fever or probable exposure to a confirmed positive case is made in close consultation with Arkansas Department of Health.

4. Lunches: The cafeteria is another place in which a social distancing of six feet is not practical because of the number of students we have to send to lunch at one time. In order to avoid keeping students in classrooms during lunch and having the meals brought to them, we will continue to feed students in the cafeteria. Students will be encouraged to remain as far apart as possible. Elementary lunch releases will be staggered and only every other seat will be used. Child Nutrition Staff will meet all guidelines and some self serve options such as the salad bar may be altered or limited. In the event of a COVID19 Outbreak resulting in a school closure, the Fouke cafeteria staff will still prepare and serve breakfast and lunch and make those meals available for pick up. If permitted by the Child Nutrition Guidelines, the district will also seek to continue operating meal delivering sites throughout the district.

5. **Blended Learning Designs:** While instruction will be delivered on-site, each class will have an online component that will serve as a method of instruction during potential school closures. Every student will have an account in our Learning Management System called Canvas. Each teacher will have instructional modules uploaded to Canvas for students to complete. Students with no internet access at home will still be able to download assignments for viewing on their Chromebooks and permitted to take the devices home to complete their work during times of school closure. This method of downloading work to a device that can be taken home will eliminate the need for the paper packets that were used for offline students during the previous shutdown. Attendance will be credited for work turned in both online or in hard copy upon return to campus.

6. **School Closure:** As long as schools are permitted to be open for on-site instruction, Fouke Schools will remain open. When the school is made aware of a student or a staff member testing positive for COVID 19, every effort will be made to sanitize the classroom and other spaces in which the infected persons had contact. The school district is not a healthcare provider and may not violate HIPPA. State contact-tracing teams will provide guidance to the district on who we may notify and what we may disclose concerning the health of any student or employee. School closure will be determined by Arkansas Department of Health and Department of Education using information provided to them by the school district. When possible, the district intends to communicate the need for closure with at least a full day notice so that final preparations can be made by teachers, students, and families to move to the online method of instruction. These days will still count as instructional days even though instruction has moved to online for a period of time. Bus transportation will not be available to students during this closure, however, the district will seek approval to operate three self contained educational facilities on campus. Under current guidance, closures can be either district wide or building by building depending on circumstances.

7. **Self-Contained Educational Facilities Design:** During a COVID19 Outbreak, the district will attempt to maintain some continuity of educational services by creating three Self-Contained Education Facilities on campus. These facilities will be 1)The High School Gymnasium; 2)The Middle School Auditorium; 3) The Elementary Pace Annex. Each facility will be outfitted with individual student learning stations distanced 10 feet apart. Each learning station will have a chromebook with internet access, a desk, chair, paper, and pencil. Students may report to these facilities at any time between the hours of 8am and 3pm each day. They may stay for as long as they need to stay to complete school work. The facilities will be monitored by school personnel and the overall climate will be comparable to a public library setting with the expectation of appropriate behavior. Extra care will be given to supervision of our elementary students, however, please know that no grouping of students can occur during this setup. During a COVID19 Outbreak, buses will not operate.

8. **Extra-curricular Activities:** The AAA will provide guidance and direction on our athletics, band, and other programs. In general, we believe if school is open, our extra-curricular activities are also open and students will have the choice to participate as normal to the extent that AAA allows. There is too little guidance now to develop any in-depth procedures for these groups.

9. **Sanitation Processes:** Fouke School District will place over 50 hand sanitizing stations throughout the district. Students and staff are encouraged to utilize these stations throughout the day. With conflicting guidance on whether or not COVID 19 is transmitted through surface contact, shared devices such as chromebooks and shared furniture such as desks will be wiped down often with sanitizing wipes.

10. **Temperature Checks:** Fouke School District will place a digital scan thermometer in each classroom and require teachers to take the temperature of every student each morning. Students with a fever in excess of 100.3 degrees will be sent home until they are fever free. Student health data will not be stored, recorded, or shared with anyone. Temperature checks may only be required while there remains a declaration of health emergency.

11. **Campus Visitors:** Because we are trying to regularly sanitize campus facilities, campus visitors will not be permitted anywhere in our buildings beyond the front offices. Special times will be made just prior to school opening that will allow for parents and students to come on campus and familiarize themselves with classrooms and building layout. After those visits, one final sanitizing of the facility will take place and access to classrooms, hallways, and interior portions of the buildings will be limited to students and school personnel only. This practice is an attempt to limit your child's exposure to persons not affiliated with the school in any professional capacity.

12. **Students with Fragile Health and Special Needs:** Some of our students will need a specially designed program of study to ensure that their educational needs are being met during the pandemic. It is impossible to prescribe a one-size-fits-all method of returning to school for these students. Parents are encouraged to reach out to their building principal to begin planning the safest way to start school for their child with fragile health and/or special needs if they feel their child is at risk attending school under the procedures described in this document.

13. **Based on the description of school in this document...**

Mark only one oval.



I will send my child to school.



I will meet with my child's principal to arrange some form of remote learning for my child.

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Attachment 2: Fouke School Virtual Class Option Survey

This survey was circulated once community feedback indicated several families desired to keep their students at home at the height of the pandemic. Information from this survey helped us assess are technological readiness for supporting student virtual learning.

Fouke School Virtual Class Option

Due to concerns over the spread of COVID19, Fouke Public Schools will offer students the option to enroll in virtual classes for the Fall of 2020.

If you wish for your student to participate in this option rather than report to campus for classes, please complete the following form.

We will contact you to set up a registration appointment to review your responsibilities in this commitment and to establish the specific method of delivery of educational services for your student.

The registration meeting will be required in order to participate in the online class option.

These meetings are tentatively scheduled between August 13 and August 21, depending on the number of students who sign up for the virtual option.

The deadline to complete this form is Sunday, August 2, 2020.

Any student not registered for this virtual class option by this deadline will be expected to report for on-site instruction on the first day of school.

Any student named in this form who fails to report for their scheduled registration meeting will be expected to report for on-site instruction on the first day of school.

Specific questions about the virtual class experience will be answered during your scheduled registration meeting.

Any student wishing to withdraw from the virtual class option after the registration meeting, may at that time decide to participate in the traditional on-site instruction beginning the first day of school.

Any student wishing to withdraw from the virtual class option after the first day of school must contact the building principal or designee to make the new scheduling arrangements.

Any student wishing to transfer to the virtual class option due to a change in COVID19 spread, cases, or other health concern AFTER school begins may schedule a registration appointment with the building principal or designee in order to transition to the online course option.

All students reporting on-site will be trained in the use of the district-wide online learning platform in the event that the entire district should have to move to online classes for a period of time.

*** Required**

1. Student/Students Name *

2. Campus/Campuses *

Check all that apply.

- ☐ Fouke Elementary School
- ☐ Fouke Middle School
- ☐ Fouke High School

3. Will you need a school owned chromebook loaned to you? *

Mark only one oval.

- ☐ Yes
- ☐ No

4. Will you have internet access? *

Mark only one oval.

☐ Yes

☐ No

5. What is the best way to contact you to schedule the registration meeting? *

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Starting School in Fall 2020 - Parent Survey

Please take time to complete the following survey. We have never before had to prepare for a school year like the upcoming Fall 2020 Semester. There are still so many unanswered questions for parents, students, and school personnel. In fact, the challenge of planning for next school year is so vast, that this survey could easily be titled "THE WHAT IF SURVEY." Fouke School District is asking you to consider the following statements in each category and check all of them that apply to your situation. We know that it is impossible to plan for every event, but we need your feedback to help us make important decisions about the upcoming semester and how we can best meet the needs of our students and their families while still remaining in compliance with all the state agency guidelines and restrictions. Thank you for taking time to provide us with your input.

*If you are participating in this survey and you know someone in our district with no internet access, please direct them to Fouke Administration Building at 200 N. Davis Street so we can collect their responses. Their situation is extremely critical for us to evaluate as we move forward with the discussion of how to teach students when the campus is shut down.

1. Background Information: Check all that apply.

Check all that apply.

- ☐ In the Fall of 2020, I will have a student enrolled at Fouke Elementary School
- ☐ In the Fall of 2020, I will have a student enrolled at Fouke Middle School
- ☐ In the Fall of 2020, I will have a student enrolled at Fouke High School

2. Internet Access and Connectivity Statements: Check all that apply.

Check all that apply.

- ☐ I have internet access in my home.
- ☐ I have internet access in my home, but I do not have a computer. We use our phones to access the internet.
- ☐ Internet services are available in my area, but we do not subscribe to any of those services.
- ☐ Internet services are not even available in my home because no company offers them where we live.
- ☐ Other:

3. Transportation Statements: Check all that apply. Note: At present, social distancing on buses is not practical and if buses are permitted to run, students will wear masks instead of being seated six feet apart.

Check all that apply.

- ☐ If Buses ARE NOT PERMITTED TO RUN, I will bring or arrange for someone else to bring my child to school.
- ☐ If Buses ARE NOT PERMITTED TO RUN, because of my work schedule, I would need to bring my child to school EARLIER than the traditional 7:30am opening of campus.
- ☐ If Buses ARE NOT PERMITTED TO RUN, because of my work schedule, I can bring my child to campus LATER than the traditional start time of 8am.
- ☐ If Buses ARE NOT PERMITTED TO RUN, because of my work schedule, I would need to pick my child up early from school.
- ☐ If Buses ARE NOT PERMITTED TO RUN, because of my work schedule, I would need to pick my child up later from school.
- ☐ If Buses ARE NOT PERMITTED TO RUN, I have no way of getting my child to school.
- ☐ If Buses ARE PERMITTED TO RUN, I will be comfortable putting my child on the bus for transport.
- ☐ If Buses ARE PERMITTED TO RUN, I am still not comfortable putting my child on the bus for transport.
- ☐ Other:

4. Overall Attendance Statements: Check all that apply

Check all that apply.

- ☐ If campus is open, I am comfortable sending my child to school in the Fall.
- ☐ If campus is open, I am NOT comfortable sending my child to school and will choose the school's online instruction options instead.
- ☐ If campus is open, I will keep my elementary child at home, but I am comfortable sending my older children.
- ☐ If campus is open to academics, but no competitive sports are allowed, I will choose the school's online instruction options instead.
- ☐ If campus is open, but "school just doesn't look like school" (for example: highly restricted student movement throughout the day, minimal student interaction/socialization, scheduled bathroom breaks, lunch in classrooms, teachers moving from classroom to classroom rather than students, limited extracurricular options, and mandatory wearing of masks all day) then I will choose to keep my child at home and participate in the school's online instruction options.
- ☐ If campus is open, I would choose a blended instructional approach to limit my child's time on site. (Example: bring my child to school on Mondays to receive guidance and assignments and Friday's to turn in assignments)
- ☐ If campus is open, I would be most comfortable starting my child using the online instruction options and waiting to see how COVID 19 cases are increasing or declining in Arkansas.
- ☐ If campus is open, I would like the option to keep my child at home and participate in online instruction offered by the school.
- ☐ If campus is open, I would like the flexibility of deciding to send my child or keep my child at home for online instruction without the worry of violating mandatory attendance laws.
- ☐ If campus is open but I choose not to send my child as school begins, I would be willing to commit to the online instruction format for a period of 4 weeks so that the school could make plans based on how many students will be on site.
- ☐ If campus is open, I still will not choose to attend. I will seek to withdraw my child and seek other K-12 education that is totally online.
- ☐ If campus is closed to onsite instruction, I WILL NOT choose to participate in the school's online instruction. Instead, I will seek to withdraw my child and seek alternative K-12 online schools.
- ☐ If restrictions require my child to wear a mask most of the day, I will keep my child at home.
- ☐ If restrictions result in a feeling of "campus lockdown" everyday, I will keep my child at home.
- ☐ If restrictions eliminate or severely limit my child's participation in athletics, band, P.E., large group recess, and other large group activities, I will keep my child at home.

☐ If campus is open, I have got to send my child to school regardless of restrictions because I rely on the school as the guardian and caretaker of my child while I am at work.

☐ Other:

5. Teaching and Learning Statements: Check all that apply

Check all that apply.

- ☐ I believe my child's education is important.
- ☐ I am able to help my child strengthen their ability to read.
- ☐ I am able to help my child with elementary math skills.
- ☐ I do not feel like I am much help to my child with homework in Algebra I, Geometry, Algebra II or Advanced Math
- ☐ I do not feel like I am much help to my help child with homework in Physical Science, Chemistry, Biology or Advanced Sciences
- ☐ I do not feel like I am much help to my child with middle school math homework.
- ☐ I do not feel like I am much help to my child with middle school science homework.
- ☐ I can perform basic computer skills such as login to a website and download access documents such as assignments.
- ☐ I am not comfortable on computers. I do not perform any activities online. (pay bills, banking, social media)
- ☐ I am comfortable with interactive meeting software such as ZOOM, GOOGLE MEET, or FACETIME.
- ☐ I do not know how to use any interactive meeting software.
- ☐ I graduated from high school.
- ☐ I have an associates degree.
- ☐ I have a bachelors degree.
- ☐ I have a masters degree or above.
- ☐ I work full-time and my hours make it difficult for me to both educate my child and earn a living for my family.
- ☐ I work full-time and while I can make time to work with my child on homework assignments, I have not used some of these skills since I was in school.
- ☐ If I choose online instruction options for the Fall of 2020, I will watch the lessons with my child and help them with their assignments.
- ☐ If I choose online instruction options for the Fall of 2020, I will have to arrange for other people to watch my child while I am at work and they will be largely on their own to access instruction.
- ☐ Other:

6. Food Service Statements: Check all that apply

Check all that apply.

- ☐ If school is closed, I will pick up student lunches at one of the four delivery sites utilized during the past shutdown.
- ☐ If school is open, but I have elected to keep my child at home, I would still be interested in picking up school lunches for my child.
- ☐ If school is open, but I have elected to keep my child at home for online instruction, I will not be participating in school lunch program.
- ☐ If school is open, I will prepare my child's lunch and not participate in the school lunch program.
- ☐ If school is closed and the federal government does not continue the waiver which makes student lunches free to all students, I will not participate in the school lunch program.
- ☐ Other:

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Attachment 3: American Rescue Plan Act- Public Comment Survey

In compliance with Federal rules surrounding the ARP funding, the district solicited community input for the expenditure of these funds by circulating this survey. The district used these responses to help guide budgeting efforts for the ARP allocations.

American Rescue Plan Act - Public Comment

As a provision of the American Rescue Plan Act of 2021, the United States Congress will allocate funds to public school districts in order to help schools re-open fully and safely for on-site, face to face instruction and to take appropriate actions to remediate students and recover lost learning.

As part of the planning process for the upcoming school year, Fouke Public Schools is soliciting community and stakeholder input as to what instructional tools, interventions, and/or activities you feel would best help us aid your students in recovering lost time in the classroom.

You may wish to describe specific learning deficits you have observed in your child or recommend which methods of instruction you feel would be most beneficial at this time and in the coming years.

Please do not feel as though you have to have answers or suggestions to respond to this form. Simply describing areas in which you have observed your child struggle during the pandemic will help us to formulate our response. Note for us any academic, social, or mental health struggles you have observed as we want to utilize this funding to fully respond to the variety of adverse affects this pandemic has had on our students.

Thank you for taking your time to help guide us in our planning.

1. Describe academic struggles you have observed which you attribute to the pandemic. If you desire, submit your recommendations on how Fouke School District might help students overcome these issues.

4. Describe any adverse mental health issues you have observed as a result of the pandemic. If you desire, submit your recommendations on how Fouke School District might help students overcome these issues.

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Attachment 4: Fouke School District: District Support Plan (Ready For Learning)

The District Support Plan (Ready For Learning) is an ongoing document developed by the district in order to document district response to the challenges and setbacks presented to students and staff during the COVID-19 pandemic. Under DESE guidance, this Ready For Learning Plan is revisited every six months to evaluate effectiveness and to update responses as needed.

This plan is where you will find the explicit decision of the district to commit COVID Relief monies to additional salaried positions in order to address the learning loss our students encountered due to prolonged interruption to face to face instruction. Specifically, these additional positions include: a technology integration specialist, an instructional facilitator at our elementary school, and 4-6 instructional paraprofessional at elementary. The district wishes to continue to employ these additional personnel at least until our ARP ESSER monies have been depleted.

In this plan, you will also find the explicit mention of an additional pay teacher retention incentive that was executed in the Spring of 2020. Further teacher retention efforts (not related to additional pay) are also described in this plan.

FOUKE PUBLIC SCHOOLS

DISTRICT SUPPORT PLAN (READY FOR LEARNING)



June 2020

Revised January 2021

Revised June 2021

Revised January 2022

****Committee Observations July 2022*

Fouke School District – District Support Plan – District Level

To ensure the continuity of teaching and learning by providing a guaranteed and viable curriculum that includes blended learning (K-12 and diagnostic assessments (K-8).

Action 1: District will partner with Virtual Arkansas Consortium to provide teachers in grades 7-12 with pre-built online courses in all core subject areas. This consortium will give teachers access to over 80 academic classes to modify for their own use as they tailor instruction to meet the needs of their students. It will also lessen the burden on teachers by providing a framework and example of the various components and structure of the online learning experience.

Responsible Parties: Superintendent and District Level Leadership

Timeline to Accomplish: June 1- June 17

Action 2: District will partner with APSRC to provide teachers in grades K-12 with prebuilt online course in all core subject areas as well as a number of elective areas such as art, music, P.E., and careers. This partnership will give teachers access to over 125 courses to modify for their own use as they tailor instruction to meet the needs of their students.

Responsible Parties: Superintendent and District Level Leadership

Timeline to Accomplish: June 1-June 17

Action 3: District will encourage building level leadership to facilitate the meeting of the professional learning communities within their respective buildings to utilize the Arkansas Playbook: Addressing Unfinished Learning and other resources to begin scaffolding instruction to meet the needs of our students as they were absent from face to face instruction for nine weeks of the spring semester of 2020.

Responsible Parties: Superintendent and District Level Leadership

Timeline to Accomplish: June 1- ongoing.

Action 4: District will use Renaissance Learning- STAR Assessments in grades K-8 to perform diagnostic assessments and prescribe the needed remediation of academic performance skills in order to bring students up to grade-level performance criteria.

Timeline to Accomplish: June 1- ongoing

Utilize a Learning Management System; Train Teachers in Selected LMS; Provide Training in Blended Learning

Action 1: District will partner with Virtual Arkansas Consortium to provide teachers K-12 with access to the Canvas LMS.

Responsible Parties: Superintendent

Timeline to Accomplish: June 1-June 17

Action 2: District will provide small group training for teachers in the use of Canvas and the features of the LMS. District will also require teacher completion of the Online Growing with Canvas Tutorial – a six hour professional development course designed to strengthen teacher competency in the use of Canvas.

Responsible Parties: Superintendent and Virtual Arkansas

Timeline to Accomplish: All tutorials and face to face training sessions to be completed by July 17.

Support from both Virtual Arkansas and Superintendent is ongoing.

Action 3: District will provide teachers with training videos and one on one support in building and conducting a blended learning experience. This support includes direct instruction from and unfettered access to the Superintendent who has taught in a blended learning environment for 15 years at the collegiate level.

Responsible Parties: Superintendent

Timeline to Accomplish: This support is ongoing.

Effective Technology for parents and students:

Action 1: Teachers and administrators hold regular open zoom sessions before, during, and after school to walk parents and students through Canvas utilities and functionalities

Action 2: Fouke Tech department remains on call during the 8 hour work day to field calls from parents regarding technology hurdles

Action 3: Teachers use their 50 minute prep period daily to respond to the expressed technology need of students and parents

Fouke is a 1:1 Google School. Each student is provided a device if needed.

Families without internet access have the following options:

- 1) Access wifi from three different school parking lots and outdoor seating areas**
- 2) Participate in after school night library**
- 3) Download the course content from canvas into epub and work on assignments offline and return to campus once weekly to upload work**
- 4) Request ATT or Verizon Hotspot for use at home**

District communication plan:

District communicates with parents through phone calls, social media, and school messenger. Classroom teachers communicate via social media, email, and Canvas messenger.

Teachers communicate directly with parents and students about content questions via email, canvas messenger and phone calls. This communication happens on a daily basis.

Administrators communicate with parents and students regarding attendance issues on a weekly basis via phone.

Tech coordinators communicate with parents, students, and teachers via email, phone, and canvas messenger on a daily basis.

Regularly scheduled open zoom links are blasted out via email to offer technical assistance to parents, students and teachers.

Personnel Supports

The district will use federal COVID Relief funds to contract additional support staff to help students recoup learning loss caused by excessive absences and school closures due to COVID 19. This staff is projected to include:

1. A Technology Integration Specialist: This person will be a year round employee who will be assigned to assist teachers, parents, and students with the successful implementation and use of the district wide LMS system and newly acquired end-user devices.
2. 4-6 Instructional Paraprofessionals to provide small group instruction to struggling learners under the guidance of the classroom teacher.
3. An Instructional Facilitator at the Elementary School: This position will serve as curriculum support and instructional delivery for students both on-site and virtually in the elementary school.

The district will commit to these positions for at least three years or the duration of the Federal Funds.

Teacher Retention Efforts

COVID-19 has severely and negatively impacted the availability and willingness of many staff members to continue reporting to work. In order to encourage our teachers to stay the course, the district will implement a board approved formula for additional pay to be issued to employees for reporting to work during the pandemic. In addition, the district will use ARP money to pay for all staff lunches in order to make working for Fouke School District a more attractive district than neighboring districts. The district will also continue to use available funds as possible to find innovative ways to recruit and retain teachers at our rural school district.

Fouke Elementary School - Ready for Learning Support Plan

Identify how unfinished learning from the prior year will be addressed using the *Arkansas Playbook: Addressing Unfinished Learning* or district developed resources.

Action 1: The school will provide teachers with registration information for the virtual ADE Submit and descriptions of the Playbook sessions. Teachers will be encouraged to watch the literacy and math sessions for the grade level below what they teach, as well as, their assigned grade level.

Responsible Parties: Teachers and Principals

Timeline to Accomplish: June 16-18, 2020

Action 2: The school will recommend that teachers refer to the Playbook recordings on the DESE Special Projects page as a resource when developing lesson plans for both the on-site and virtual students.

Responsible Parties: Classroom Teachers

Timeline to Accomplish: July 1-September30, 2020

Action 3: The school will review the components of The Professional Learning Community by viewing the recording, "The Why" of Professional Learning Communities. The school will utilize the PLC resources on the DESE PLC page.

Responsible Parties: Principals

Timeline to Accomplish: July 1 – ongoing

Action 4: The school will provide time for teachers to review the grade level ELA and Math Essential Skills lists and revise as needed.

Responsible Parties: Principals and Teachers

Timeline to Accomplish: August 5 - ongoing

Schedule teacher training for how to use the LMS.

Action 1: The school will schedule Zoom meetings with the elementary staff to discuss the six-hour Canvas Tutorial and to schedule team meetings with the superintendent. Meetings with the superintendent will include the features of the LMS and examples from his experience using Canvas.

Responsible Parties: Building Principals

Timeline to Accomplish: July 1- 17, 2020

Action 2: The school will require that all elementary licensed employees provide the principal with a copy of the Certificate of Completion – Growing with Canvas Tutorial.

Responsible Parties: Teachers

Timeline to Accomplish: July 1-August 4, 2020

Action 3: The school will utilize data from Renaissance Star 360 to determine all student learning gaps. The school will provide training that will give new Renaissance Star 360 users a clear understanding of how to successfully implement Star assessments and to comprehend its important functionalities.

Responsible Parties: Principals and Company Trainers

Timeline to Accomplish: August 5 - ongoing

Schedule teacher training for blended learning (delivery of instruction).

Action 1: The school will investigate the services of the Digital Team professional development service that personalizes training for a successful blended learning opportunity for teachers and students. The Digital Team will provide anytime, anywhere sessions to prepare teachers for blended, virtual, and remote classrooms.

Responsible Parties: Building Principals and the Digital Team

Timeline to Accomplish: August 2020 – ongoing

Action 2: The school will provide the teachers with training in using instructional materials that align to the new remote learning programs, Lexia Core5 Reading and Eureka Math InSync.

Responsible Parties: Principals and Company Trainers

Timeline to Accomplish: August - ongoing

Use effective technology for parents and students.

Action 1: Look at the elementary parent and family engagement plan for an action - look at DESE guidance for Parent-Teacher Conf.

Responsible Parties:

Timeline to Accomplish:

Action 2: The school will share with staff the suggested guideline of student communication prepared by the Digital Team, including using email, regular monitoring of student work and communicating during cases of illness.

Responsible Parties: Principals and Teachers

Timeline to Accomplish: August -ongoing

Provide a written communication plan for interacting with parents, students and the community regarding day-to-day expectations.

Elementary Efforts:

Communicate with families and parents about every student's progress and plans for students in need of additional support. This communication should be two-way communication so that parents and families may provide feedback and input about their child. Continue to regularly communicate with parents and stakeholders about safety, learning, and transition information. • Evaluate consistency of messaging across all media tools. • Evaluate the responsiveness of the communication plan based on input from stakeholders. Provide consistent updates to the Ready for Learning Committee • Identify recommendations for improvement. • Update the school Family and Community Engagement Plan within the school-level plan based on evaluation

Fouke High School Support Learning Plan 2020-2021, revised 2022

Fouke High School is committed to making sure that students continue to experience the care and commitment of our teachers and staff, and the routine of robust daily learning, even in the event of school closure or choosing to move to the CANVAS On-Line Learning Platform. We must acknowledge that our approach to distance learning cannot replicate the magic that happens when school is in session (the invaluable social interactions and mediation, real-time, in-person feedback, community and extracurricular events, and so on). However, we do contend that quality learning can and will occur at Fouke High School from a distance!

The purpose of this document is to describe the actions Fouke High School is taking to continue instruction from a distance. We endeavor in our Distance Learning Plan (DLP) to accomplish the following four goals in grades 9-12 within a flexible framework:

- Blended Online and Consumable Materials Content Delivery in Core and Elective Subjects
- Equitable Access to Live Student-Teacher Contact Time
- Monitoring Student Progress and Providing Individualized Feedback to Students
- Opportunities for Enrichment, Social-Emotional Learning and Intervention

It is our intention with the DLP that we continue to live our mission, vision, and strategic long-range plan, which together assert that, in order to prepare Every Child, Every Day to be college and career ready, as well as respond to an ever-changing world, learning remains responsive, adaptive, personalized, and relationship-based. The act of creating this DLP provides us with a unique opportunity to reinforce what we assert through our founding documents.

Students choosing to distance learn in grades 9 -12 will begin on Wednesday, August 26th. Previous to this date a meeting was held with each student and parent that enrolled in the on-line learning. All parents were given instructions related to accessing the DLP for each course. Our CANVAS learning log-in shortcut is also assessable from our district web page. As students continue to move to the on-line learning we will continue to hold personal meetings with each student and parent.

The DLP for each grade level and course will provide equity and access to core, standards-based competencies. The learning activities and opportunities will range from accessing content through online platforms, to activities that require a textbook, novel, worksheets, specific supplies or other consumables.

Each teacher will provide specific, weekly time frames when they will hold 'Office Hours'. These office hours are designed to provide a specific time frame when students can access their teacher to ask questions and receive feedback on specific assignments. Office hours will vary by subject area, grade level and teacher. Each individual teacher will communicate his/her office hours once distance learning begins on August 26th. Additionally, office hours will be provided in various formats and may include email, telephone, or virtual meeting applications (i.e.: Zoom, etc.). You are always welcome to contact your child's teacher outside of their published office hours; however, teacher responses may take up to 48 hours.

Teachers will monitor and provide feedback on all assignments that students turn in via eschool, CANVAS, email or other applications.

If your child currently receives academic intervention services, special education services or English language development supports, there will be specific information for you relative to how these services and supports will continue with distance learning.

Students in grades 9-12 will have the option of checking out a FHS Chromebook if they do not already have a device at home. With the implementation of the FSD DLP, it is our priority to ensure that every student has access to a device, if that is what is required in order to have access to the DLP curricula. If you do not have a device at home, please contact us at 870-653-4551.

Students may return to face to face instruction at any time. We require a 48 hour transition time to make sure their transition back to the regular school day will be a pleasant one.

What are some guidelines for Parents to support distance learning?

- Establish routines and expectations
- Define the physical space for your child's study
- Monitor communications from your child's teachers
- Begin and end each day with a check-in
- Take an active role in helping your child process and own their learning
- Establish times for quiet and reflection
- Encourage physical activity and/or exercise
- Remain mindful of your child's stress or worry
- Monitor how much time your child is spending online
- Keep your child social, but set rules around their social media interactions

Fouke High School is grateful for the unwavering support of our entire school community during this difficult time. We remain focused and committed to each student under our care.

*****Successfully returning to "School as normal" – July 2022 – Committee Observations**

Virtual options largely suspended expect in special approved circumstances

COVID positives and quarantines almost non-existent

Continue to employ the District Point of Contact and provide free COVID Testing.

Continue to manage pop up cases

Be prepared for sudden spike in positive cases.

Students still suffering from large gaps in learning. Continue to employ remedial strategies and district commitment to additional support staff hired last year.

Attachment 5: DESE Required ARP Budget

Fouke School District was required by DESE to budget the entire ARP Allocation and post it to our school website. This was done in 2021-2022 school year and was again posted for the 2022-2023 school year. The Fouke School District wishes to continue executing this budget for our ARP monies and requests ALC PEER Committee Approval.

To date, six of the instructional personnel listed in our Ready for Learning Plan are on contracts that are being paid as an allowable expenditure under Federal ARP Guidelines. The district is unable to transfer those all six salaries to the district monies at this time.

To date, the Fouke School District was granted prior approval from DESE Facilities Division to allocate ARP monies toward a construction project that allowed for expanding square footage in academic facilities to provide for adequate spacing and ventilation. This district is currently under contract with both architect and construction management company on this approved project.

**American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund
(ARP ESSER)**

LEA Plan for Use of ARP ESSER Funds, ARP Section 2001(e)

District Information

District Name	Fouke School District
District LEA#	4603
City	Fouke
Superintendent Name	Dr. Jim Buie
URL access to the LEA Plan for Use of ARP ESSER Funds posted on the district website	foukepanthers.org
Date posted	5/24/2022

Directions: The LEA Plan for Use of ARP ESSER Funds requires planning the full allocation. The template below will assist in the development of the district plan. Districts may select evidence-based practices (pre-filled below) included in the LEA Plan for Use of ARP ESSER Funds or add additional rows to provide the practice and evidence that will be utilized by the district. The plan may be revised by notifying the DESE and uploading the revised plans in Indistar and on the district website (please include the revision date on all documents).

1. **Creating Safe and Healthy Learning Environments:** Determine if ARP funds will be used to implement prevention and mitigation strategies that are, to the greatest extent practicable, consistent with the most recent CDC guidance on reopening school, in order to continuously and safely open and operate schools for in-person learning. Districts may select evidence-based practices (pre-filled below) included in the LEA Plan for Use of ARP ESSER Funds or add additional rows to describe the practice and evidence that will be utilized by the district.

Program Code	Practice	Description	Projected Amount
186, 187, 188, 189, 190, 192	Systemic Procedures	Actions or systems implemented to prevent, prepare for, and respond to COVID-19.	

		<p>Meeting the nutritional needs of underserved students.</p> <p>Supporting student mental health needs.</p> <p>Locating absent students and reengaging disconnected youth.</p> <p>Providing safe and inclusive learning environments.</p> <p>Providing healthy learning environments.</p>	
196, 197	Facilities	School facility repairs and improvements to enable operation of schools to reduce risk of COVID-19 transmission and exposure to environmental health hazards, and to support student health needs.	\$ 723,202.12
198	Transportation	Transportation costs to reduce the spread of COVID-19.	

2. **Addressing Lost Instructional Time or Loss of Learning:** Describe how the LEA will use the funds it reserves under Section 2001 (e) (1) of the ARP Act to address the academic impact of lost instructional time through the implementation of **evidence-based interventions**. The district must spend a minimum of 20% of ARP ESSER funds. The full implementation of the evidence-based interventions include the personnel, materials, equipment, professional development, and expenses needed to meet the needs of students. Other [evidence based practices](#) may be utilized if the intervention meets one of the four tiers of evidence. Evidence based practices resources may be found on page 7 of [Empowering Schools for Success Using Effective Evidence Based Practices to Impact Student Outcomes](#). Districts may select evidence-based practices (pre-filled below) included in the LEA Plan for Use of ARP ESSER Funds or add additional rows to describe the practice and evidence that will be utilized by the district.

(Please see final allocation table)

ARP ESSER total allocation_\$ 1,701,821.35__minimum 20% set-aside_\$ 340,364.27 _____

Program Code	Evidence-based interventions	Description	Projected Amount
170	Accelerating learning through instructional approaches.	In-school acceleration: Licensed educators provide needed support for students within the context of grade-level work and within the classroom; using high-quality assessments, and instruction on essential learning (effect size .60-.88, Tier 3). -High Quality Instructional Materials	\$200,000.00
170	Accelerating learning through instructional approaches.	High Dosage Tutoring programs: High-dosage tutoring provided consistently by well-trained tutors or educators at least three days per week for at least 30 minutes at a time in groups of five or fewer students (effect size 1.29, Tier 3).	\$200,000.00
170	Accelerating learning through instructional approaches.	Out-of-school time programs (afterschool and extended instructional time): Educators target students needing additional support before, and after the regular school day, as well as on weekends and during school breaks programs, to deliver academic instruction (effect size .40-.60, Tier 3).	
170	Accelerating learning through instructional approaches.	Summer learning and enrichment: Summer learning programs, camps, community partnerships, work-based learning or community service that provide high-quality instruction and are designed to meet the social and emotional needs of students through engaging and enriching experiences (effect size .53-.58, Tier 3).	
170	Supporting equitable access and effective use of technology	Educational technology: Engage family in digital learning training and effectively using technology and platforms provided by the school (effect size .50, Tier 3).	
170	Using data about students' opportunity to learning to help target resources and support	Utilize data to understand where and how resources should be allocated to address student access to opportunity to learn (OTL) indicators (effect size .75-1.29, Tier 3).	
170	Addressing resource inequities	Ensure students have equitable access to a well-rounded education. (based on sub-group data) (effect size 1.29, Tier 3)	

		<ul style="list-style-type: none"> -Advanced Coursework opportunities -Inclusive Practices -Well-prepared educators -Early childhood expansion or enhancement 	
170	Addressing resource inequities	<ul style="list-style-type: none"> Provide wrap around services for students (effect size .44-.77, Tier 3) -full service community schools 	
170	Addressing resource inequities	<ul style="list-style-type: none"> Evidence-based practices that maximize students' social, emotional, and academic benefits. -Professional Learning Communities (Tier 2) 	

2.A. Process for Monitoring Implementation: Describe how the LEA will ensure that the interventions it implements, including but not limited to the interventions implemented under Section 2001 (e) (1) of the ARP Act to address the academic impact of lost instruction time, will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students disproportionately impacted by the COVID-19 pandemic, including students from low-income families, students of color, English learners, children with disabilities, students experiencing homelessness, children in foster care, and migratory students.

Description: The Fouke School District will respond to the academic, social, emotional, and mental health of all students by using collected data at grading period intervals of 4 ½ weeks and 9 weeks through interim assessments, weekly classroom assessments, and daily checks to identify students struggling in their education journey. Teachers understand the immense amount of struggles that students have experienced since the pandemic began in March of 2020. This struggle also includes mental health and we are fortunate to have Chenal Therapy Group on campus to help us protect and provide services for our students who need them!

The Fouke School District will also use before and after school tutoring, credit recovery options, and extended school day in the Fall and Spring to help students recover lost learning concepts and ideas. We will also use accelerated curriculum materials to help students not only master lost concepts, but also fundamentally enrich those new concepts, moving students into higher levels of mastery in those subjects. Attendees of before and after school tutoring, credit recovery options, and extended school days will be encouraged especially low income families, students of color, ELL and children with disabilities. We will strive to make these programs fun, entertaining, and beneficial for ALL students.

The Fouke School District will continue to provide services for students throughout the school year who were disproportionately affected by the pandemic.

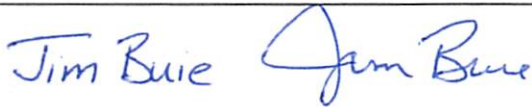
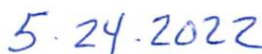
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2.B. Process for Evaluating Implementation: Please describe how the LEA will evaluate the effectiveness of these interventions.

Evaluation: The interventions will be evaluated based on progress monitoring in the classroom through periodic assessments using NWEA, iStation, ACT Aspire data, and STAR Reading. School personnel will work closely with mental health providers already on campus throughout the school year and closely monitor the progress of students and their emotional ongoing needs during this pandemic.

- 3. Supporting Educator and Staff Stability and Well-Being:** Determine if ARP funds will be used to support educator and staff stability and well-being consistent with Section 2001 (e) (2) of the ARP Act. Districts may select evidence-based practices (pre-filled below) included in the LEA Plan for Use of ARP ESSER Funds or add additional rows to describe the practice and evidence that will be utilized by the district.

Program Code	Practice	Description	Projected Amount
185	Technology	Technology that supports learning and enables students to learn anywhere and for teachers to teach essential standards.	
160, 180	Additional pay	COVID-19 related expenditures related to preventing disruptions and closures. Recruitment and retention of a diverse and qualified educator workforce.	\$106,000.00
191	Maintenance of Equity	Continue operations without disruption including employment, programs and addressing budget shortfalls.	\$399,686.23
166	Loss of Revenue		\$ 72,933.00

	
SUPERINTENDENT NAME (printed) and SIGNATURE	DATE

Attachment 6: ARP Expenditure Report

In an effort of full transparency for the committee, this attachment documents all districts expenditures to date from ARP monies – APSCN Fund 6795.

ARKANSAS PUBLIC SCHOOL COMPUTER NETWORK
 DATE: 08/04/2022
 TIME: 10:39:46

FOUKE SCHOOL DISTRICT # 15
 SUMMARY EXPENDITURE STATUS REPORT (BOARD FORMAT)

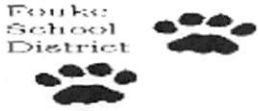
PAGE NUMBER: 1
 EXPSTA11

SELECTION CRITERIA: orgn.fund='6795'
 ACCOUNTING PERIOD: 13/22

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
61110	CERT SALARY	591,668.05	.00	.00	284,186.52	307,481.53	48.03
61120	CLS SALARY	184,699.54	.00	.00	98,525.32	86,174.22	53.34
62210	CERT SOC SEC	39,071.31	.00	.00	17,180.40	21,890.91	43.97
62220	CLS SOC SEC	11,451.38	.00	.00	6,026.17	5,425.21	52.62
62260	CERT MEDICARE	11,052.97	.00	.00	4,018.07	7,034.90	36.35
62270	CLS MEDICARE	2,678.14	.00	.00	1,409.24	1,268.90	52.62
62310	CERT TCH RET-CONT	95,485.20	.00	.00	41,917.55	53,567.65	43.90
62320	CLS TCH RET - CONT	27,243.17	.00	.00	14,532.54	12,710.63	53.34
62710	CERT HEALTH BENEFITS	16,600.00	.00	.00	1,950.41	14,649.59	11.75
62711	CERT PREM ASSISTANCE EBD	2,900.16	.00	.00	324.88	2,575.28	11.20
62720	CLS HEALTH BENEFITS	16,800.00	.00	.00	2,127.72	14,672.28	12.67
62721	CLS PREM ASSISTANCE EBD	1,573.17	.00	.00	39.32	1,533.85	2.50
63900	OTHER PURC PROF/TECH SVS	442,218.72	.00	.00	435,174.87	7,043.85	98.41
66100	GEN SUPPLIES	96,315.54	.00	.00	46,315.54	50,000.00	48.09
67310	MACHINERY	.00	.00	.00	.00	.00	.00
67350	TECH SOFTWARE	162,064.00	.00	.00	69,187.50	92,876.50	42.69
TOTAL REPORT		1,701,821.35	.00	.00	1,022,916.05	678,905.30	60.11

Attachment 7: DESE Facilities Prior Approval

Under DESE Rules, before a district could commit to spending ARP money on facilities, the district had to apply for prior approval. This documents prior approval was granted to Fouke School District.



Jim Buie <jim.buie@foukepanthers.org>

Fwd: Prior Approval Applications for Additional Space and Capital Asset (Additional Space project).

1 message

Jim Buie <jim.buie@foukepanthers.org>

Fri, Oct 1, 2021 at 11:58 AM

To: Carman Cross <carman.cross@foukepanthers.org>

----- Forwarded message -----

From: **Eric James (ADE)** <Eric.James@ade.arkansas.gov>

Date: Fri, Oct 1, 2021 at 10:13 AM

Subject: Prior Approval Applications for Additional Space and Capital Asset (Additional Space project).

To: Jim Buie <jim.buie@foukepanthers.org>

Cc: Tim Cain (ADE) <Tim.Cain@ade.arkansas.gov>, Murray Britton (ADE) <Murray.Britton@ade.arkansas.gov>, Tyrel Pace (ADE) <Tyrel.Pace@ade.arkansas.gov>, Carol Bowman (ADE) <Carol.Bowman@ade.arkansas.gov>

Mr. Buie,

Thank you again for your time and patience with the process and for your submission of your Prior Approval Applications for Additional Space and Capital Asset (**Additional Space project**).

The attached ESSER prior approval applications are approved.

Please maintain this document as your ESSER justification.

Please be advised as to follow your district procurement policy.

Thank you again, for all you do.

Eric James

Fiscal Support Manager

Arkansas Division of Public School Academic

Facilities and Transportation

Arkansas Department of Education

Division of Elementary and Secondary Education

One Capitol Mall, Suite 4D-200

Little Rock, AR 72201

Telephone (501) 682-9850

Prior Approval Application for Additional Space and Capital Asset Projects with ESSER Funds

Facilities Program Codes 196 and 197

****Download into Word before filling out****

SCHOOL DISTRICT NAME: FOUKE

Please send an application to eric.james@ade.arkansas.gov.

Prior written approval must be received from DPSAFT before project begins.

- 1) How is the additional space/capital asset project preventing, preparing for, and responding to COVID-19?

CDC Recommends that students remain six feet apart in order to reduce the spread of COVID-19. Additional square footage would allow the district to house larger groups of students in one space. It would also allow the district to house these students in a facility with the newest and most efficient HVAC equipment providing premium ventilation and air quality. Finally, the additional square footage allows for students to be socially distanced while multiple classes are placed in the auditorium for monitoring when outbreaks of COVID 19 or related quarantines result in staff shortages. When students are able to be spread out in a large area that is easily monitored by fewer staff members, the district is able to remain open for face to face instruction.

- 2) Which ESSER funds and what percentage of ESSER funds are proposed to be spent (percentage means percentage of total funds consumed by the proposed project)
 - a) ☐ ESSER I _____ %
 - b) ☐ ESSER II _____ %
 - c) ☒ ARP ESSER 22 % ; ARP ESSER funds cannot be approved until the LEA application is submitted and meets all requirements of the ARP ESSER act

3) Briefly describe the proposed additional space/capital asset project

Current sf of space___PORAuditorium 1,925_____

Future sf of space ___Future Auditorium Space 4,425 (additional 2500 sf)_____

Fouke School District would like to commit \$372,982.13 (22%) of our ARP Funding for an additional 2,500 square feet for the previously approved school auditorium in order to allow for the CDC recommended distancing when conducting lectures, student testing, and grouping classes together during staffing shortages that involve bringing two or more classes and sometimes grade levels together in the common area for a common purpose. This is not a stand-alone project, but an additional space added to a current partnership project. If approved, the district would submit an amendment for approval by the Division reflecting the newly added self-funded portions of the project.

4) How is the cost of the additional space/capital asset project reasonable?

Cost estimate_\$372,982.13_____

The district is already pursuing a Division approved construction project and the additional square footage in the auditorium makes the most economic sense because the large economy of scale of the existing project. It would be much less cost effective to request approval to construct a stand-alone, single purpose student center or commons space. Rolling the additional square footage into the existing project that is already designed to serve all campuses for many purposes is the most reasonable way to secure additional space for less cost. We are currently at the perfect position in the design phase to make the approved additions. The ARP funded portion of the project would be in addition to the partnership funded scope as well as the district's previously committed portion of the project funding. If approved, the district would submit an amendment for approval by the Division reflecting the newly added self-funded portions of the project.

- 5) What data can you provide that demonstrates that the additional space/capital asset project is necessary (please include in your data estimated square feet/person now and estimated square feet/person once the project is completed)?

Current Configuration	Additional Space
<p>The current configuration of indoor properly ventilated commons square footage per student available to the district is an estimated 3.2 sqft. This includes our usage of the district cafeteria, the high school gym, and the existing middle school auditorium as a makeshift learning center to house classes of students when staffing shortages require us to combine several number of students in one location for monitoring while we remain open for in-person learning. Because we are rotating several lunches through one grade at a time to allow for distancing in the cafeteria, the cafeteria is off-limits to classes from 10:40am to 1:00pm each day.</p>	<p>Upon completion of the additional square footage requested, the configuration of indoor properly ventilated commons square footage per student available to the district becomes an estimated 5.5 sqft. This addition allows for greater distancing and improves student access to quality ventilation while being grouped for testing, assemblies, and most commonly for easier monitoring by staff during staff shortages caused by COVID-19.</p>

- 6) Will the following federal guidelines be followed? _____ (Yes or No) **YES.**
- UGG real property and/or equipment management rules (2 CFR § 200.311 and 200.313)
 - EDGAR construction rules apply (34 CFR § 76.660, 34 CFR § 75.600-75.617)
 - Davis Bacon wage rules apply (20 U.S. Code § 1232b)
 - Construction projects are subject to the Americans with Disabilities Act.

By my signature below, I certify that to the best of my knowledge the information contained in this application is true and accurate.

Jim Buie

Superintendent Name (Please Print)

Jim Buie

Superintendent Signature

The Division will review and respond in writing. If prior approval is granted, then the district will need to add the additional space project to their master plan. If you have any questions please contact Tim Cain at tim.cain@ade.arkansas.gov.

Attachment 8: Current Contracts

In pursuit of our Ready for Learning Plan and with Division prior approval, the Fouke School District is under contract with the following individuals/entities and has therefore obligated ARP ESSER revenue to the fulfillment of these contracts.



AIA® Document B105™ – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eighth day of March in the year 2021
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Fouke School District
200 North Davis Street
PO Box 20
Fouke, AR 71857

and the Architect:
(Name, legal status, address, and other information)

Bailey Architecture, PLLC
6500 Summerhill Rd, Suite 204A
Texarkana, TX 75503

for the following Project:
(Name, location, and detailed description)

The Project consists of the design of a new High School Performing Arts Facility for Fouke School District, in accordance with the Project Partnership Agreement between the District and the Arkansas Division of Public School Academic Facilities and Transportation for the 2013-2015 Biennium, Project #2021-4603-001.

The facility will be designed to include spaces and elements indicated in the Project Partnership Agreement as required for State funding participation, as well as additional spaces and elements as directed by the District, to be District-funded only.

The Owner and Architect agree as follows.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's Basic Services include structural engineering, mechanical engineering, and electrical engineering consulting services.

Additional Services: Consulting services including civil engineering, acoustical design, audio-visual design, and theatrical design are not included in the Architect's Basic Services and shall be provided by the Architect as Additional Services as described in Article 6.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A201-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints, and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights. To the extent permitted by law of the place where the Project is located, the Owner shall grant to the Architect a lien against the property for services rendered in connection with this Agreement.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications, and other documents prepared by the Architect are the Architect's Instruments of Service and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain ownership of these documents and all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed, together with reimbursable expenses incurred and all costs attributable to termination. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions for the Contract for Construction. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

The total liability of the Architect and the Architect's consultants to the Owner for all claims, losses, costs, expenses, or damages whatsoever, including attorney and expert witness fees and costs, however alleged or arising out of, or in any way related to, the Services of this Agreement from any cause or causes including, but not limited to, negligence, errors, omissions, strict liability or breach of contract, shall not exceed one-quarter of the total compensation received by the Architect under this Agreement.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation for Basic Services as indicated in Article 1 shall be six percent (6%) of the Cost of the Work.

Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractor's costs for general conditions, contingencies for changes in the Work, and overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, or other costs that are the responsibility of the Owner.

The Owner shall pay the Architect an initial payment of zero (\$ 0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus ten percent (10 %). Such expenses may include, but not be limited to, authorized out-of-town travel and subsistence; fees paid for securing approval of authorities having jurisdiction over the Project; printing and reproduction of drawings and specifications; postage, handling and delivery; legal advertisements; renderings, professional photography, or presentation materials requested by the Owner; all taxes levied on professional services and on reimbursable expenses; or other Project-related expenses.

Payments shall be made monthly in proportion to services performed and are due and payable upon receipt of the Architect's invoice. Amounts unpaid twenty (20) days after the invoice date shall bear interest at the legal rate prevailing at the principal place of business of the Architect.

The Architect shall provide Additional Services identified in Article 1 for additional compensation. Additional Services may also include, but not be limited to, providing or coordinating services of consultants required but not included in Article 1; providing measured drawings of existing conditions; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond thirty-six (36) months of the date of this Agreement through no fault of the Architect.

For Additional Services performed directly by the Architect, the Owner shall compensate the Architect on an hourly basis at the rate of \$150 per hour.

For Additional Services performed by the Architect's consultants, the Owner shall compensate the Architect for amounts billed to the Architect, plus ten percent (10 %).

When any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

The Owner and the Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in the Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Article.

To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them similar waivers in favor of the other parties enumerated herein.

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 4.

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the parties do not resolve a dispute through mediation pursuant to this Article, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

Jim Buie, Ed.D, Superintendent
(Printed name and title)



ARCHITECT (Signature)

W. Mark Bailey, AIA, NCARB, President
(Printed name, title, and license number, if required)

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AIA® Document A133™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the Ninth day of March in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

Fouke School District
200 N. Davis Street
PO Box 20
Fouke, Arkansas 71837

and the Construction Manager:
(Name, legal status and address)

Ideal Construction Company, Inc. DBA The McDougal Group
4407 Walnut Street
Texarkana, TX 75503

for the following Project:
(Name and address or location)

New High School Performing Arts Center
Fouke School District
Fouke Arkansas 71837

The Architect:
(Name, legal status and address)

Bailey Architecture, PLLC
6500 Summerhill Rd, Suite 204A
Texarkana, TX 75503

The Owner's Designated Representative:
(Name, address and other information)

Jim Buie, Ed.D., Superintendent
Fouke School District
200 N. Davis Street
PO Box 20
Fouke, Arkansas 71837

The Construction Manager's Designated Representative:
(Name, address and other information)

Mike Hickman, Senior Project Manager
Ideal Construction Company, Inc. DBA The McDougal Group

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

4407 Walnut Street
Texarkana, TX 75503
The Architect's Designated Representative:
(Name, address and other information)

W. Mark Bailey, AIA, NCARB, President
Bailey Architecture, PLLC
6500 Summerhill RD, Suite 204A
Texarkana, TX 75503

The Owner and Construction Manager agree as follows.

TABLE OF ARTICLES

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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™-2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall

procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following

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acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B105-2017, Standard Short Form of Agreement Between Owner and Architect. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:

Zero (\$0) Dollars.

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

(Paragraph deleted)

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid twenty (20) days after the invoice date shall bear interest at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Paragraph deleted)

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ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Five percent (5 %) of the Cost of the Work.

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Five percent (5 %) of the Cost of the Work.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Twelve percent (12%) of the Cost of the Work.

(Table deleted)

(Paragraphs deleted)

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Paragraph deleted)

All cost savings from the Guaranteed Maximum Price, including unspent portions of Allowance funds, shall be credited 100% to the Owner as a deduction in the Cost of the Work.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201-2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201-2007 shall have the meanings assigned to them in AIA Document A201-2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-2007 shall mean the Cost of the Work as defined in Sections 6.1

to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(Paragraph deleted)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on

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the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

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§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office.
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1,

2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than fifteen (15) days after the Architect receives the Application for Payment.

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201–2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of ten percent (10 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of ten percent (10%) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract retainage of ten percent (10%) from that portion of the Work performed by Subcontractors and others;
- .6 Subtract the aggregate of previous payments made by the Owner;
- .7 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .8 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and

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provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007.

(Paragraph deleted)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
1. General Liability Insurance.	See Attachment.
2. Professional Liability Insurance.	See Attachment.
2. Property Insurance.	See Attachment.
3. Performance and Payment Bonds.	See Attachment.

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(Paragraphs deleted)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201-2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201-2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

N/A

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201-2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™-2007, Digital Data Protocol Exhibit, if

(Paragraphs deleted)
completed

This Agreement is entered into as of the day and year first written above.



OWNER (Signature)

Jim Buie, Ed.D., Superintendent
(Printed name and title)



CONSTRUCTION MANAGER (Signature)

Hunter Klippert, Vice-President
(Printed name and title)

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ATTACHMENT NO. 1

REQUIREMENTS FOR INSURANCE AND BONDS

I. LIABILITY INSURANCE

A. The Construction Manager shall furnish a certificate of insurance addressed to the Owner indicating insurance written for not less than the following limits, or greater if required by law:

1. Commercial General Liability including coverage for Premises-Operations, Independent Contractor's Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse, and Underground hazards):
 - a. Each Occurrence:\$1,000,000.
 - b. Damage to Premises:\$1,000,000.
 - c. Personal and Advertising Injury:\$1,000,000.
 - d. General Aggregate:\$2,000,000.
 - e. Products-Completed Operations Aggregate: ..\$2,000,000.
2. Automobile Liability (owned, non-owned, and hired vehicles) for bodily injury and property damage:
 - a. Each Accident:\$1,000,000.
3. Worker's Compensation: Statutory limits mandated by State and Federal Law.
4. Employers' Liability: Statutory limits mandated by State and Federal Law, but not less than the following:
 - a. Each accident: \$1,000,000.
 - b. Disease - policy limit: \$1,000,000.
 - c. Disease - each employee: \$1,000,000.
5. Umbrella Liability:
 - a. Each Occurrence/Aggregate: \$5,000,000.
6. Professional Liability:
 - a. Each Occurrence:\$500,000.
 - b. Aggregate:.....\$1,000,000.
7. Description of Special Items:
 - a. The Policy shall be endorsed to have the above listed limits for Commercial General Liability, Umbrella Liability, and Professional Liability apply to this Project only.
 - b. The Owner, the Architect and the Architect's Consultants shall be named as Additional Insureds in this coverage.

- c. Insurance in the above stated limits shall be maintained throughout the life of the Contract. The Certificate shall state that the coverage shall not be cancelled without 30 days written notice to the Owner.

II. PROPERTY INSURANCE

- A. For the construction project the Construction Manager shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, Property Insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles.
- B. This property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property to be covered, whichever is later. This insurance shall include interests of the Owner, the Construction Manager, Subcontractors and Sub-subcontractors in the Project.

III. PERFORMANCE AND PAYMENT BONDS

- A. For the construction project the Construction Manager shall furnish in triplicate a Corporate Surety Bond, in favor of the Owner, issued by a company with an "A" or better rating as certified by A.M. Best Company, a U.S. Treasury listing for an amount greater than the project construction sum, and authorized to do business in the State in which the project is located, with the issuing Agent's Power of Attorney attached. The Bond shall be written in the amount of the contract price and conditioned for the faithful performance and payment of the Contract. The Bond shall state on its face that is given in compliance with all state laws pertaining to such.
- B. The Construction Manager shall deliver the required bonds to the Owner before an exposure to loss may occur.

College: **ASU, STATE UNIVER**
Certification Based on: **MASTERS +24**
Social Security Number: **XXX-XX-3846**

Total Years of Experience: **28**
Years of Experience This District: **2**
Schedule Title: **CERTIFIED** Range: **06** Step: **21**
Check Location: **0**

TEACHER'S CONTRACT

YEAR: **2022-2023**

STATE OF ARKANSAS COUNTY OF **MILLER**

PARTIES: The Fouke School District, Party of the First Part, and **J JULIANNA AARON** Party of the Second Part, agree as follows:

EMPLOYMENT: The Party of the First Part by a majority vote of the School Board present at a legally held meeting on **March 14, 2022** agrees to employ **J JULIANNA AARON** Party of the Second Part, as provided herein:

SERVICE: Party of the Second Part agrees to perform services as follows: **TECHNOLOGY INTEGRATION SPECIALIST**
Additional Duty:

TECH INTEG SPEC \$5,000.00

These services will be rendered in accordance with the policies set forth by the Party of the First Part. Compensation has been included in the total contract amount for all of the above services. Any change in services may result in a reduction of or an addition to the total compensation under this contract.

TIME: The period of time covered by this contract is **243** days, from **07/01/2022** through **06/30/2023**.

COMPENSATION: Total compensation under this contract is **\$79,818.42** to be paid in **12** installments.

Furthermore, the Party of the First Part is authorized to make legally required deductions from the compensation herein stated. Manual calculations of the above stated compensation may vary by cents. In this event the amount stated above shall govern.

BOARD POLICIES: The personnel policies of each school district in effect at the time a teacher's contract is entered into or renewed shall be considered to be incorporated as terms of said contract and shall be binding upon both parties unless changed by mutual consent (Act 224 of 1983). The parties shall follow the School District Personnel Policies, which are made a part hereof by reference.

CERTIFICATION: The Party of the Second Part certifies that, at the date of this contract, he or she is not under employment contract with another school district.

REFUND OF UNEARNED COMPENSATION: The Party of the Second Part agrees to refund the Party of the First Part any compensation received for which no services were rendered.

TERMINATION: This contract may be terminated by either party pursuant to law.

OTHER CONDITIONS: Unless prior arrangements are made, the Party of the Second Part shall sign and return Contract within 30 days of the date below. Contract shall be void if Party of Second Part fails to present a valid Arkansas Teacher's Certificate to the Superintendent prior to the beginning of Contract. It is stipulated that Party of the Second Part shall make reasonable progress toward correcting deficiencies noted in the evaluation process. Should changes occur in either State law or funding, this Contract will be adjusted.

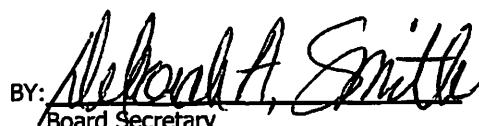
Given on **May 23, 2022**

BY: 
J JULIANNA AARON

150 MC 413
DODRIDGE AR 71834
Address

Phone

BY: 
Board President

BY: 
Board Secretary

College: **ASU, STATE UNIVER**
Certification Based on: **MASTERS +24**
Social Security Number: **XXX-XX-5194**

Total Years of Experience: **16**
Years of Experience This District: **14**
Schedule Title: **CERTIFIED** Range: **06** Step: **16**
Check Location: **9**

TEACHER'S CONTRACT

YEAR: **2022-2023**

STATE OF ARKANSAS COUNTY OF **MILLER**

PARTIES: The Fouke School District, Party of the First Part, and **CRYSTAL HEWITT** Party of the Second Part, agree as follows:

EMPLOYMENT: The Party of the First Part by a majority vote of the School Board present at a legally held meeting on **February 28, 2022** agrees to employ **CRYSTAL HEWITT** Party of the Second Part, as provided herein:

SERVICE: Party of the Second Part agrees to perform services as follows: **INSTRUCTIONAL FACILITATOR**
Additional Duty:

NATL BOARD CERT \$3,500.00

EL ASST PRIN 0+ \$2,225.00

These services will be rendered in accordance with the policies set forth by the Party of the First Part. Compensation has been included in the total contract amount for all of the above services. Any change in services may result in a reduction of or an addition to the total compensation under this contract.

TIME: The period of time covered by this contract is **243** days, from **07/01/2022** through **06/30/2023**.

COMPENSATION: Total compensation under this contract is **\$75,939.21** to be paid in **12** installments.

Furthermore, the Party of the First Part is authorized to make legally required deductions from the compensation herein stated. Manual calculations of the above stated compensation may vary by cents. In this event the amount stated above shall govern.

BOARD POLICIES: The personnel policies of each school district in effect at the time a teacher's contract is entered into or renewed shall be considered to be incorporated as terms of said contract and shall be binding upon both parties unless changed by mutual consent (Act 224 of 1983). The parties shall follow the School District Personnel Policies, which are made a part hereof by reference.

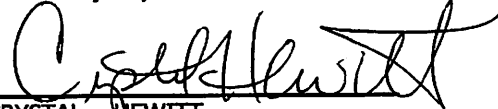
CERTIFICATION: The Party of the Second Part certifies that, at the date of this contract, he or she is not under employment contract with another school district.

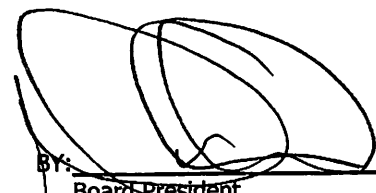
REFUND OF UNEARNED COMPENSATION: The Party of the Second Part agrees to refund the Party of the First Part any compensation received for which no services were rendered.

TERMINATION: This contract may be terminated by either party pursuant to law.

OTHER CONDITIONS: Unless prior arrangements are made, the Party of the Second Part shall sign and return Contract within 30 days of the date below. Contract shall be void if Party of Second Part fails to present a valid Arkansas Teacher's Certificate to the Superintendent prior to the beginning of Contract. It is stipulated that Party of the Second Part shall make reasonable progress toward correcting deficiencies noted in the evaluation process. Should changes occur in either State law or funding, this Contract will be adjusted.

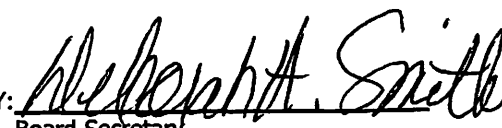
Given on **May 23, 2022**

BY: 
CRYSTAL HEWITT

BY: 
Board President

18634 US HWY 71S
FOUKE AR 71737
Address

Phone

BY: 
Board Secretary

SCHOOL EMPLOYEE CONTRACT

YEAR: 2022-2023

EMPLOYEE CONTRACT NO.: XXX-XX-7437

STATE OF ARKANSAS COUNTY OF MILLER

PARTIES: The Fouke School District, Party of the First Part, and **DANA EASLEY** Party of the Second Part, agree as follows:**EMPLOYMENT:** The Party of the First Part by a majority vote of the Board of Education agrees to employ **DANA EASLEY** Party of the Second Part, as provided herein:**SERVICE:** Party of the Second Part agrees to perform services as follows: **PARA PROF LEARNING LOSS**
Additional Duty:

These services will be rendered in accordance with the policies set forth by the Party of the First Part. Compensation has been included in the total contract amount for all of the above services. Any change in services may result in a reduction of or an addition to the total compensation under this contract.

TIME: The period of time covered by this contract is **178** days, from **08/22/2022** through **06/02/2023**.**COMPENSATION:** Total compensation under this contract is **\$16,000.00** to be paid in **12** installments.

Furthermore, the Party of the First Part is authorized to make legally required deductions from the compensation herein stated. Manual calculations of the above stated compensation may vary by cents. In this event the amount stated above shall govern.

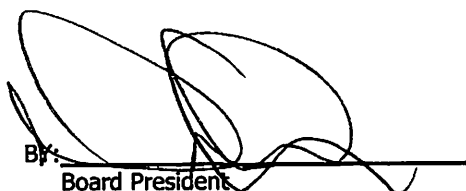
BOARD POLICIES: The Parties in this contract agree to comply with all policies established by the Board of Education.**CERTIFICATION:** The Party of the Second Part certifies that, at the date of this contract, he or she is not under employment contract with another school district.**REFUND OF UNEARNED COMPENSATION:** The Party of the Second Part agrees to refund the Party of the First Part any compensation received for which no services were rendered.**TERMINATION:** This contract may be terminated by either party pursuant to law.**OTHER CONDITIONS:** Any subsequent contracts shall supersede the provisions of this contract.

Given on: May 23, 2022

BY: 
DANA EASLEY27659 US HWY 71
DODDRIDGE AR 71834

Address

Phone

BY: 
Board PresidentBY: 
Board Secretary