

RECORDS AND PROCEEDINGS
Pocahontas Public Schools
Special Board Meeting
October 11, 2022

Board Members Present: Judy McClain, President; Gary Cole, Secretary; Dr. Michael Davis, and Chad Overman

Others Present: Lesa Grooms, Superintendent; Anna McIntyre, Tracy Ward, Kyle Sutton and Ethan Glenn, Visitors

Item 1: Call to Order

The meeting was called to order at 5:30 pm in the junior high library. Board member, Jim Toney was absent.

Item 2: 2nd Lien Bonds - Payback

Superintendent Grooms and the board discussed the possibility of paying back the 2nd lien bonds. Mrs. Grooms received guidance from Michael McBryde from Stephens, Inc. on the process of paying the 2nd lien bonds back as opposed to keeping the bonds and trying to exhaust the monies in the time allotted. No action taken.

Item 3: Legal Transfers

On a motion by Gary Cole, seconded by Mike Davis, the board voted 4-0 to approve the following legal transfers:

- 3 students from Nettleton to Pocahontas
- 2 students from Pocahontas to Sloan Hendrix
- 2 students from Pocahontas to Maynard

Item 4: ASBA Model Policy Service Agreement

On a motion by Mike Davis, seconded by Gary Cole, the board voted 4-0 to approve the ASBA Model Policy Service Agreement for a period of 3 years.

Item 5: BRTC Career Coach MOU

On a motion by Mike Davis, seconded by Chad Overman, the board voted 4-0 to approve the BRTC Career Coach MOU.

Item 6: State Tax Inflationary Relief

On a motion by Gary Cole, seconded by Mike Davis, the board voted 4-0 to not apply the state tax inflationary relief credit to employees. Employees will take the credit on their own when they file taxes.

EXECUTIVE SESSION

Item 7: Employment

On a motion by Gary Cole, seconded by Chad Overman, the board voted 4-0 to approve the employment of the following for the 2022-2023 school year:

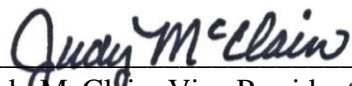
- Danielle Kirby – PJHS Secretary
- Chuck Barnes – Special Education Bus Aide
- Jerry Sharp – Part-time Assistant Basketball Coach
- Morgan Delgadillo – Migrant Tutor
- J.T. Pratt – PES Custodian

On a motion by Mike Davis, seconded by Chad Overman, the board voted 4-0 to allow Tyler Lingo to serve as Assistant Girls Basketball Coach as an AAA registered volunteer.

OTHER

1. A DESE team will be on-site on October 17th to observe classrooms K-9 Science of Reading.
2. Homecoming game with Trumann this week. Coronation will be on the football field. Bonfire has been cancelled at this point due to dry conditions. Mr. Green will remain in contact with Fire Chief Scott Baltz on updates.
3. Board member, Chad Overman, had budgetary questions. Mrs. Grooms asked him to email her his questions to better understand what he is asking.

ADJOURNED



Judy McClain, Vice President



Gary Cole, Secretary



ASBA Model Policy Manual Continuing Service Agreement

This agreement is between the Arkansas School Boards Association (hereinafter "ASBA") and the **Pocahontas School District** (hereinafter "District"), who is and shall remain a member of ASBA during the term of this contract.

1. During a renewal term of the Model Policy Service contract, ASBA will provide the following continuing services to the District, for a period of 36 months, each consecutive 12-month period constituting a contract year:

- a. Update Services, including, but not limited to, distribution when necessary, of new, updated or revised policies based on changes in applicable law.
- b. Workday availability of ASBA staff member/attorney to answer questions regarding policies

2. The Board agrees to pay ASBA \$2,850 for services rendered under this contract. This reflects the continuing contract incentive discount of \$450.00 less than the cost of a new subscriber initial contract.

_____ Payment shall be made in one lump sum payable with this signed contract.

OR

_____ Payment shall be made in three (3) annual installments of \$950 each. The first payment is due with this signed contract. The second payment will be due twelve (12) months following the effective date of this contract. The final payment will be due twenty-four (24) months following the effective date of this contract.

3. The ASBA Model Policy Manual is copyrighted and protected and intended for the sole and exclusive use of current subscribers to the ASBA Model Policy Service to be used for the sole and exclusive benefit of the contracting school district or education entity. The District, its officers, employees, agents or representatives agree not to give, provide, share, exchange, copy, or allow or permit to be copied or transmitted by any method or medium any policy or policies to non-subscribers, their agents or representatives, unless required by law or with the prior written approval of ASBA.

4. **LIQUIDATED DAMAGES.** The District acknowledges and agrees that should the District, or any of its officers, employees, agents, or representatives violate this agreement and give, provide, share, exchange, copy, or allow or permit to be copied or transmitted by any method or medium any policy or policies to non-subscribers, their agents or representatives without prior written approval by ASBA, ASBA will sustain extensive damages and serious loss as a result of such action. The exact amount of such damages will be extremely difficult to ascertain, but would include diminished value, lost revenue, and other economic damages. Therefore, the District and the ASBA agree as follows:

If the District or its officers, employees, agents or representatives give, provide, share, exchange, copy, or allow or permit to be copied or transmitted by any method or medium any policy or policies to non-subscribers, their agents or representatives without prior written approval by ASBA, ASBA shall be entitled to be paid, as liquidated damages and not as a penalty, the lump sum of \$10,000. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the ASBA will incur as a result of such resulting copyright violation. The District also agrees to pay the ASBA any expenses of collecting or litigating the liquidated damages claim against the District.

If, and to the extent that, ASBA can meet the burden of proving that ASBA has suffered actual damages as a result of the District or its officers, employees, agents, or representatives sharing or providing any policy or policies without prior authorization by ASBA, said damages being in excess of the assessable liquidated damages, ASBA may retain or recover the excess actual damages in addition to the liquidated damages.

5. The services provided for in this agreement shall be limited to the ASBA Model Policy Service and shall not include any comments, suggestions, or recommendations regarding any other documents or publications, including, but not limited to, administrative rules, regulations, procedures, school handbooks, exhibits, or forms.

6. The District agrees that, by purchasing this policy service, there is no warranty, guarantee, promise, implication or otherwise any suggestion that the adoption and/or use of these policies will protect, insulate or otherwise make less likely that litigation or other proceedings against the District, its agents, officers or employees, successors or assigns will be initiated. In addition, it is understood and agreed that a successful outcome of any such litigation or any other proceeding is not made more likely, whether by specific or implicit statement, comment or suggestion or implication. The purchaser/user of these policies will not be indemnified or otherwise defended, reimbursed or made whole as a result of litigation or other proceedings based on, or connected with, the use of these policies, or any of them. Policies should be referred to the local school board attorney for review and interpretation.

7. ASBA will, at its discretion, review ASBA policies that are altered by the administrative staff or school board. The District agrees that, by asking ASBA to review ASBA policies altered by administrative staff or school board, there is no warranty, guarantee, promise, implication or otherwise any suggestion that the adoption and/or use of these policies will protect, insulate or otherwise make less likely that litigation or other proceeding against the District, its agents, officers or employees, successors or assigns will be initiated. In addition, it is understood and agreed that a successful outcome of any such litigation or any other proceeding is not made more likely, whether by specific or implicit statement, comment or suggestion or implication. The purchaser/user of these policies will not be indemnified or otherwise defended, reimbursed or made whole as a result of litigation or other proceeding based on, or connected with, the use of these policies, or any of them. Alterations to policies should be referred to the local school attorney for review and interpretations.

8. This agreement is in full force and effect for a term of 36 months, effective the first day of October 2022 and terminating on the last day of September 2025. If the District terminates the contract prior to the expiration of the contract, there shall be no refund of any payments made, and all payments deferred under an installment agreement shall be immediately due and payable.

9. In the event that a school district should cease to exist, due to administrative consolidation or annexation, unless this contract is ratified by the school board of the resulting district within sixty (60) days of the effective date of the merger, this contract shall be considered to be null and void, and, except for the duties described in paragraph (4) above, shall cease from the sixty-first (61st) day after the effective date of the consolidation.

10. This agreement constitutes the complete understanding and agreements between the parties and supersedes any and all prior understandings and agreements, oral or written, relating hereto. No alteration, modification or amendment shall be valid and binding unless in writing and executed by both parties.

Updates will be available electronically, and new, inclusive policy manuals incorporating all changes will be distributed by electronically when warranted. The files will be formatted in Microsoft Word 2003 or higher version.

Email address(es) for updates: _____

Entered into this _____ day of _____, 20__.

Board President (Please print name)

Board President's signature

Board Secretary (Please print name)

Board Secretary's signature

Kayla Orr
Authorized ASBA Representative

Arkansas School Boards Association

PO Box 165460
Little Rock, AR 72216 US
korr@arsba.org



INVOICE

BILL TO
1Pocahontas School District
Pocahontas School District
2300 N. Park St.
Pocahontas, AR 72455

INVOICE 1837
DATE 10/05/2022
TERMS Net 30
DUE DATE 11/04/2022

	DESCRIPTION	QTY	RATE	AMOUNT
Policy Service	Model Policy Service Invoice & Contract Renewal	1	2,850.00	2,850.00

Invoice is payable as a lump sum of \$2,850, or in annual installments of \$950. Please return signed contract back as well

BALANCE DUE

\$2,850.00

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN

Black River Technical College

AND

Pocahontas High School

MOU 07/01/22 – 06/30/23

ASSURANCES AND COMPLIANCE: This MOU shall be governed by and construed under the laws of the State of Arkansas. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990, and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin. The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, disability, veteran status, or national origin.

PERIOD COVERED: The terms of this agreement shall begin on the July 1, 2022 and shall end on June 30, 2023. The terms and funding described in the agreement establish no precedent for any future MOU. This MOU is valid only if federal funds are available. No purchase or obligation made prior to this effective date will be honored under this agreement.

PURPOSE: The purpose of this MOU is to ensure that middle and high school students have the opportunity and support needed to increase their knowledge, skills, and educational attainment. By providing college and career guidance to the students and their families, the project will directly address students' college and career planning needs.

RESPONSIBILITIES OF THE SCHOOL DISTRICT INCLUDE:

1. Providing pass-through funds to pay expenditures incurred by the two-year college in support of college and career coach services and activities
2. Following the lead of the Two-Year College and Career Coach Supervisors, assist in the hiring process of Career Coaches
3. Provide necessary guidance to Career Coaches, and coordinate with the Career Coach Supervisor to ensure that Career Coaches complete required forms and procedures to be eligible to work in the school.
4. Provide the Career Coach with an Academic Year calendar
5. Notify the Career Coach and/or Two-Year College, when changes to the calendar occur
6. Help determine a work schedule that provides the most exposure to students and helps the coach meet students' needs.
7. Identify the role of the Career Coach as a member of the School Counseling team
8. Introduce the Career Coach to the school, faculty, and staff and orient the Career Coach on working with the appropriate staff members
9. Provide appropriate meeting space for individual and small group activities offered by the Career Coach
10. Provide feedback to the Career Coach Supervisor regarding the Career Coach's job performance
11. Provide the Career Coach with opportunities to market his/her services to staff, teachers, students, parents and other relevant stakeholders through various methods and media (i.e. newsletters, flyers, school Web site, school announcements, etc.).
12. Complete annual Arkansas Department of Career Education survey

13. Be responsive to requests for participation with external evaluations authorized by the Arkansas Department of Career Education
14. Designate a representative with whom the Career Coach and his/her Career Coach Supervisor should maintain primary contact
15. Meet with the Career Coach on a regular basis to discuss the delivery of Career Coach services, providing necessary approval and logistic support when needed
16. Establish information-sharing protocol between the school counseling staff and the Career Coach with respect to goal-setting and planning with the students
17. Provide the Career Coach with the school's procedures for students who exhibit language or behaviors that indicate harm to self, harm to others and harm being caused to the student

RESPONSIBILITIES OF CAREER COACHES: While the day-to-day functions of a college and career coaches vary according to local needs, their specific duties shall be delivered through the assigned high schools and may include some or all of the following:

- Providing early outreach to low-income students and their parents with information about the importance of postsecondary education, as well as accurate information on how to prepare, apply, and pay for it
- Providing interest inventories and skills assessments to assist individuals in making informed career decisions
- Facilitating the development of individual career plans and portfolios
- Assisting students with enrolling in education or training programs
- Providing information on careers, career pathways, and educational requirements
- Providing opportunities for job shadowing, mentoring, internships, visits to business and industry, and other career awareness activities
- Providing or connecting low-income students to support services that will ease the transition to postsecondary education
- Connecting educationally disadvantaged youth to "bridge programs" that teach basic academic skills in the context of training for advancement to better jobs and postsecondary education
- Connecting students to academic enrichment activities such as study groups, tutoring, and workshops on study skills
- Connecting high school students to early college programs, Advanced Placement classes, and academic and career and technical education (CTE) and concurrent-credit enrollment
- Providing a continuum of career guidance to ease the transition of students from middle school to high school to postsecondary education or training and ultimately to the workplace
- Assist with delivery of ACT remediation services and programs

RESPONSIBILITIES OF THE COLLEGE: It is the responsibility of the college to:

1. Employ and supervise college and career coaches.
2. Arrange Career Development Facilitator (CDF) and ACT instruction training for career coaches and instructors;
3. Submit reimbursement request for expenses incurred by the College and Career coach to ACE when appropriate.
4. Communicate on a regular basis with school district staff and administration
5. Assist with coordinating and attending Site Visits.

RESPONSIBILITIES OF THE SCHOOL DISTRICT:

- School District will return signed MOU to your college contact in order to be approved to receive Career Coach services. The college may request MOU be returned earlier than date indicated above. If not submitted in a timely manner, the MOU will be denied and program will be terminated.
- The school district will submit payment for the Career Coach position's salary and benefits to the address below **no later than the dates designated within the MOU**. If an alternate time schedule is preferred the school district must notify the agency within the specified time scheduled provided in the MOU. If not submitted in a timely manner, the career coach program may be suspended or terminated resulting in furlough or loss of employment for your assigned Career Coach.

2022-2023 CAREER COACH SALARY INFORMATION:

Salary and Benefits for Pocahontas Career Coach for 2022-23:

Total Salary and Benefits:	\$52,167.00
BRTC Total	\$26,083.50
Pocahontas High School	\$26,083.50

LEA CONTACT DESIGNATION:

This agreement is between the representatives of Pocahontas School District and Black River Technical College with corresponding signatures indicating approval of the terms listed above.

DESIGNATE WHO IS TO RECEIVE A COPY OF APPROVED MOU. The LEA must list at least one contact person who will be responsible for the MOU process.

CONTACT NAME	CONTACT TITLE	PHONE	FAX	EMAIL
Rhonda Stone	VP of Finance & Administration	870-248-4031		Rhonda.stone@blackrivertech.edu
Kelly Edington	Accountant	870-248-4042		Kelly.edington@blackrivertech.edu

MOU NOT VALID UNLESS SIGNED BY ALL PARTIES AND ALL INFORMATION FILLED OUT:

I have read and understand the terms of the MOU and Payment Process.

LOCAL SCHOOL DISTRICT ADMINISTRATOR:

Signature of Administrator			Date
Position	Phone	Fax	Email