

ST. CLAIR COUNTY BOARD OF EDUCATION
 BOARD MEETING
 CENTRAL OFFICE
December 15, 2014

The meeting of the St. Clair County Board of Education was held on Monday, December 15, 2014. The board meeting began at 6:00 pm at the central office with the following board members in attendance:

Scott Suttle Marie Manning Randy Thompson Terry Green

The following individuals were also in attendance:

Bradley Seals Garry Glidewell Amy Hare Denise Bell Gary Hanner Phillip Johnson
 Chris Wright Willy and Alan Bates Charles Bates Eloise Williams

1. President Scott Suttle called the meeting to order.
2. A quorum of the board was present. Angie Cobb, John DeGaris and Allison Gray were absent. All other board members were present.
3. Ms. Seals recommended approval of the agenda with the addition of item 7, B Personnel Addendum and 11, Time Management System. Mrs. Manning made the motion to accept the agenda as recommended and Mr. Green gave the second. All members voted YES.
4. Ms. Seals recommended approval of the Consent Agenda. Mr. Thompson made the motion and Mrs. Manning gave the second. All members voted in favor of the Consent Agenda.

A. Minutes-November 17, 2014

5. Audience Members who addressed the board:

A. Chris Wright addressed the board and asked about the status of a sales tax referendum and if there was anything that they could do to help with it. He also wanted to know the status of the St. Clair County Football Stadium and about the gaps between Phase 1 and Phase 2.

6. Financial Reports presented by Sheryl Mize for November 2014:

- A. Bank Reconciliation
- B. Other Financial Reports

7.A. Ms. Seals recommended approval of the Personnel Agenda. Mr. Thompson made the motion to accept the recommendation and Mr. Green gave the second. All members voted YES.

PERSONNEL AGENDA

1. **EMPLOYMENT** - All new hires (certified and support) are contingent upon completed, satisfactory background check and completed personnel file.

	Employee	Worksite	Position	Terms of Employment	Funding	Effective Date
A	Linda Godsey	SW	Part Time Speech Pathologist	Based on salary schedule for teacher at hourly rate of pay	Foundation	December 4, 2014
B	Regina Berry (retired teacher)	SW	Part Time Temporary Vision Impaired Teacher	Based on salary schedule for teacher at hourly rate of pay	Foundation	December 17, 2014
C	David Murphree (current teacher)	AHS	Add Bus Driver	182 days (less amount due to late start)	Transportation	December 16, 2014
D	Steven L. Johnson	SCCHS	Custodian	240 days (less amount due to late start)	Foundation	December 17, 2014
E	Hannah Miller	SW (home-base MES)	Speech and Language Pathologist	187 days (less amount due to late start)	Foundation	December 17, 2014

2. **CHANGE OF CONTRACT**

	Employee	Previous Contract	New Contract	Effective Date
A	Kelley Peoples	MAES Library Media Specialist	MAES Principal Resident/Assistant Principal Intern (Temporary Change)	January 6, 2015 – May 22, 2015
B	Jamie Champagne	MAES Elementary Teacher	MAES Library Media Specialist (Temporary Change)	January 6, 2015 – May 22, 2015

3. **LEAVES**

	Employee	Worksite	Position	Type of Leave	Effective Date
A	Kelly Kay Barron	SJHS	Bus Driver	Medical (not eligible for FMLA)	December 1, 2014 – December 19, 2014
B	Bonnie Pilkington	MJHS	Bus Driver	Medical (not eligible for FMLA)	October 8, 2014 – December 19, 2014

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4. RESIGNATIONS

	Employee	Worksite	Position	Effective Date
A	Daniel Barber	Maintenance	Maintenance Technician	January 05, 2015
B	Pamela McCugh	AHS	CNP Worker	December 10, 2014
C	Joan Roby	OIS	Custodian	December 31, 2014

5. TRANSFERS

	Employee	Previous Contract	New Contract	Effective Date
A	Melissa Long	School Nurse (Home-base MHS)	School Nurse (Home-base MJHS, continuing to see students at same schools)	December 16, 2014

6. SUBSTITUTES

	Employee		Position	Effective Date
A	Heather Lee (current teacher)	SW	Add Substitute Bus Driver	2014-2015 School Year
B	Pamela McCugh	SW	Substitute Bus Aide	2014-2015 School Year
C	Anne Owens	SW	Substitute Bus Aide	2014-2015 School Year

7. EXTENDED DAY/21st Century

	Employee	Worksite	Position	Terms of Employment	Funding	Effective Date
A	Brandon Wiggins	OES	Student Aide	\$9 per hour	Student Tuition	January 7, 2015
B	Leon Reese IV	OES	Student Aide	\$9 per hour	Student Tuition	January 7, 2015
C	Rachael Thompson	SW	Student Aide	\$9 per hour	Student Tuition	January 7, 2015
D	Lauren Adlman	SJHS	After School Tutors	\$25 per hour up to \$2000	Community Education	December 16, 2014- May 22, 2015
E	Adrian Ward					
F	Pam Nuss					
G	Brandi Mickens	MAES	Student Aide	\$9 per hour	21 st CCLC Grant	January 7, 2015

8. CHANGES/CORRECTIONS

	Employee	Worksite			
A	JT Caldwell	RHS	Approved for Jr. High Boys Basketball Head Coach \$1,800 supplement	Change to JV Boys Basketball Head Coach \$2,900 supplement	2014-2015 School Year
B	Tim Chambless	RHS	Approved for JV Boys Basketball Head Coach \$2,900 supplement	Change to JV Girls Basketball Head Coach \$2,900 supplement	2014-2015 School Year
C	Tim Chambless	RHS	Approved for JV Baseball Assistant Coach \$1,100 supplement	Change to Jr. High Baseball Assistant Coach \$1,100 supplement	2014-2015 School Year
D	David Box	RHS	Approved for Jr. High Girls Basketball Head Coach \$1,800 supplement	Remove supplement. Did not have team	2014-2015 School Year

9. SUPPLEMENTS and ADDITIONAL PROGRAMS (Temporary)

	Employee	Worksite	Position	Terms of Employment	Funding	Effective Date
A	Celia Jeffres	SHS	Gateworkers	\$12.50 per hour	SHS Booster Club	2014-2015 School Year
B	Kim Riker					
C	Lance Higdon					
D	Cheryl Kuyk	MHS	AP Grant Coordinator	\$250	AP Grant	2014-2015 School Year
E	David Box	RHS	Jr. High Baseball Head Coach	\$1,450	Local	2014-2015 School Year
F	David Box	RHS	JV Baseball Assistant Coach	\$1,100	Local	2014-2015 School Year
G	Danny Ford	RHS	Jr. High Boys Basketball Head Coach	\$1,800	Local	2014-2015 School Year
H	Kim Phillips	RHS	Varsity Volleyball Assistant Coach	\$1,575	Local	2014-2015 School Year
I	Aubrey Etheredge	MHS	Varsity Archery Coach	\$1,100	Local	2014-2015 School Year
J	Denise Wise	MAES	Bookkeeping function of sustainability funds generated from 21 st CCLC Program	\$2,000 includes 5 additional contract days in summer	Student Tuition	December 16, 2014 – September 30, 2015
K	Maggie Granger	MHS	AP Stipend Bonus Award	\$1,000	AP Grant	2014-2015 School Year
L	Tara Tidwell	MHS	AP Stipend Bonus Award	\$1,000	AP Grant	2014-2015 School Year

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10. CONTRACTS

	Employee	Worksite	Position			Effective Date
A	Rhonda Barber/ Education Division of JDB, Inc.	MAES	Perform Program Evaluation for the 21 st Century Community Learning Center	\$5,400	21 st CCLC	December 16, 2014 – September 30, 2015

7.B. Ms. Seals recommended approval of the Personnel Addendum. Mrs. Manning made the motion to accept the recommendation and Mr. Green gave the second. All members voted YES.

PERSONNEL ADDENDUM

1. RESIGNATIONS

	Employee	Worksite	Position	Effective Date
A	Glenn Morgan	Technology	Desktop Administrator	January 5, 2015

2. SUBSTITUTES

	Employee	Worksite	Position	Effective Date
A	Amanda Michelle Tinney	SW	Substitute School Nurse	January 7, 2015

3. SUPPLEMENTS and ADDITIONAL PROGRAMS (Temporary)

	Employee	Worksite	Position	Terms of Employment	Funding	Effective Date
A	Melissa Long	SW	Nurse duties for extra-curricular activities	\$20 per hour	Local	January 7, 2015

8. Ms. Seals recommended approval of the bid for the Partial Reroofing of Ashville Middle School and Odenville Elementary School, Architect's Job No. 14-54. Low bid was awarded to Alabama Roofing & Sheet Metal. Mr. Green made the motion to accept the recommendation and Mr. Thompson gave the second. All members voted YES.

**PARTIAL REROOFING OF ASHVILLE MIDDLE SCHOOL AND ODENVILLE ELEMENTARY SCHOOL
 Architect's Job No. 14-54**

Description	Surety Company	Base Bid	Alt. No. 1 – Add Reroofing of Odenville Elementary School
Alabama Roofing & Sheet Metal Anniston, AL	Western	223,500.00	107,700.00
GKL Companies, Inc. Rainbow City, AL	IFIC	245,000.00	145,000.00
Tecta America Southeast, Inc. Irondale, AL	XL Specialty	247,650.00	158,810.00
Standard Roofing of Montgomery Montgomery, AL	Western	255,467.00	160,393.00
RYCARS Construction, LLC Kenner, LA	Suretec	291,590.00	100,655.00
Magic City Roofing, Inc. Birmingham, AL	IFIC	347,665.00	---
Richard Sprouse Construction Pelham, AL	NO BID		

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9. Ms. Seals recommended approval of the bid for the Partial Reroofing of Ragland High School, Architect's Job No. 14-55. Low bid was awarded to Alabama Roofing & Sheet Metal. Mrs. Manning made the motion to accept the recommendation and Mr. Thompson gave the second. All members voted YES.

PARTIAL REROOFING OF RAGLAND HIGH SCHOOL
Architect's Job No. 14-55

Description	Surety Company	Base Bid
Alabama Roofing & Sheet Metal Anniston, AL	Western	187,900.00
Standard Roofing of Montgomery Montgomery, AL	Western	194,762.00
Tecta America Southeast, Inc. Irondale, AL	XL Specialty	222,894.00
GKL Companies, Inc. Rainbow City, AL	IFIC	233,000.00
RYCARS Construction, LLC Kenner, LA	Suretec	239,860.00
Magic City Roofing, Inc. Birmingham, AL	NO BID	
Richard Sprouse Construction Pelham, AL	NO BID	

10. Ms. Seals recommended approval of the 2015-2016 Cheerleading Constitution. Mrs. Manning made the motion to accept the recommendation and Mr. Green gave the second. All members voted YES. *(A copy will follow these minutes)*

11. Ms. Seals recommended approval of the Time Management System. Mr. Green made the motion to accept the recommendation and Mrs. Manning gave the second. All members voted YES.

12. Board Member Comments:

A. Mrs. Manning asked Mr. Wright what the community has done at St. Clair County High School and have they started any kind of project in order to assist with the building of a track and all? She said that there is a lot of movement in a lot of areas both public and private. She said that she was hoping that they were doing some fundraising. Mrs. Manning also asked if Julie Weatherly was still being notified.

B. Mr. Green congratulated Ms. Seals.

C. Mr. Thompson congratulated Ms. Seals and wished everyone a Merry Christmas.

D. Mr. Suttle updated the board as follows:

The board has just come through a struggle to balance the budget. In doing so, the board members have had conversations in which they noted certain trends. Expenses are rising in two areas: expenses in which the board cannot cut costs and expenses over which the board has no control. In addition, the state reimbursement percentages are declining each year. These are major factors in balancing the budget. However, Mr. Suttle feels that the board has done a good job in putting together a budget while keeping the vision of the system intact. The capital program wherein the school system prioritizes needs in the area of buildings and major purchases has kept a good pace of production and the money has grown in small percentages. Mr. Suttle stated that the board was trying to keep a handle on short term projects and that he was not sure that the board has the finances to do what they would like to do. Mr. Suttle has asked Mr. Johnson, the facilities coordinator, to look at the capital plan. In the past, the capital plan was more of a "wish list" of what we would like to do if we had the finances. Mr. Suttle wants Mr. Johnson to look at the capital plan and prioritize what needs to be done so that the board members can have some idea of monies that needs to be raised. Mr. Suttle wants the local school principals to provide feedback on the needs of the capital plan and wants to revisit the capital plan in a couple of months to have a more realistic idea of the needs for the next five years. Large projects, such as the football stadium for St. Clair County High School, may require the board to locate additional funding.

Mr. Suttle has spoken with Alan Zeigler. Mr. Zeigler is going to visit with the board to discuss some options regarding a tax referendum. According to Mr. Zeigler, a tax referendum is not a simple procedure. In light of this information, Mr. Suttle is asking that the board consider what they feel is the vision of the board for the school system in the next five years and also consider what the board would physically have to do to make the vision happen. This would be information that would enable taxpayers to make an informed decision regarding the referendum. Mr. Suttle stated that he is very excited about the upcoming opportunities for growth. He has had conversations with the Pell City Board and will be meeting with them to discuss options for county-wide revenue. He said they are going to take some serious looks at what they would like to do and what they can afford to do.

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13. Superintendent comments:

Ms. Seals said that Friday was the last day for students and that they would return on January 7th. She said that there is also something in their packet from Matt Adams regarding St. Clair County's issuer rating. She then invited them to come by on Wednesday for a quick lunch. She closed in saying that she is looking forward to the next four years.

14. Announce next board meeting- Next regular board meeting-Monday, January 26, 2014 at 6:00 p.m. at the central office.

15. President Scott Suttle recommended approval to adjourn until Friday morning, December 19, 2014, at St. Clair County High School for the purposes of considering a resolution authorizing the issuance of warrants for new money for capital improvements and refunding existing indebtedness. Mr. Thompson moved to approve the recommendation and Mrs. Manning gave the second. All members voted in favor.

16. Mr. Suttle recommended reconvening the adjourned board meeting. The reconvened board meeting was at St. Clair County High School at 8:30 a.m. Mr. Suttle, Mrs. Manning, Mrs. Cobb, Mrs. Gray and Mr. Thompson were all in attendance. Mr. DeGaris and Mr. Green were absent. Mr. Thompson made the motion to reconvene and Mrs. Cobb gave the second. All members voted in favor.

Others in attendance were: Matt Adams, Angie Cornutt, Alan Zeigler, and Laura Nance, and John Rea.

17. Ms. Seals recommended the resolution for authorizing the issuance of warrants for new money for capital improvement and refunding existing indebtedness. Mr. Thompson moved to approve the recommendation and Mrs. Cobb gave the second. All board members in attendance voted YES.

18. President Scott Suttle recommended approval to adjourn. Mr. Thompson moved to approve the recommendation.

Approved the 26th day of January, 2015

Board President

Board Secretary

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Cheerleading Constitution

2014-2015

Board Approved: December 15, 2014

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ST CLAIR COUNTY CHEERLEADING CONSTITUTION
for VARSITY, JUNIOR VARSITY and JUNIOR HIGH

Purpose and Goal

Being a part of any St. Clair County Cheerleading Squad is a privilege that you, as an athlete, must earn through dedication, desire, and discipline. Being a part of the cheerleading organization provides the opportunity to participate in a leadership development activity. Conduct in class, in the community, and at school functions, as well as performance on the field/court, should be of a caliber which sets a positive example to other students and people around you. The purpose for all cheerleading squads of the St. Clair County School System is to

- Promote and uphold school spirit and pride
- Promote good sportsmanship among students and community
- Promote positive competitive cheerleading
- Develop better relationships between schools during all athletic events and school functions
- Work in harmony with administration, faculty, band, athletic teams, and other school organizations.
-

Eligibility Requirements (as of the 1st day of tryout clinic)

- A. A candidate must comply with the guidelines for eligibility and participation set below.
- a. Students entering the 10th, 11th and 12th grade must have passed during the last two semesters in attendance and summer school.
 1. If applicable, at least six new Carnegie units must be earned per year with a minimum composite numerical average of 70 in those six units.
 2. Four core courses must be included in those units passed and averaged. English, mathematics, science, and social studies are core curriculum classes.
 - b. Students entering the 8th and 9th grades must have passed during the last two semesters in attendance and summer school.
 - c. If applicable, at least five new subjects must be passed with a minimum composite numerical average of 70 in those five subjects.
 - d. Students entering the 7th grade for the first time are eligible.
 - e. Students may regain eligibility at the end of the first semester by meeting the same requirements listed above during their last two semesters in attendance and summer school, if applicable. All first semester work used in regaining eligibility must be completed by the fifth day of the second semester.
- B. Each candidate must turn in written certification, signed by a physician, stating the candidate has passed a physical examination and is physically able to participate in all phases of cheerleading. (AHSAA rule)
- C. Each candidate must carry school accident insurance or present a waiver signed by parent/guardian stating that they have adequate insurance.
- D. Each candidate must provide a copy of his/her original birth certificate.
- E. **Each candidate must sign up on a mandatory pre-signup sheet and attend a mandatory pre-tryout meeting (parent/guardian meeting). The candidate must turn in a signed parent/guardian permission form and medical information form, in addition to all other forms required to be eligible to cheer.**
- F. A candidate should possess leadership qualities and must set a positive example by behaving in a mature and responsible manner at all times. Cheerleaders are representatives of the school, not entertainers.

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- G. **ALL** previous cheerleader debts must be paid in full before the first day of clinics. If balance has not been settled, the candidate will not be allowed to try out for upcoming squad.
- H. Above requirements must be met prior to the first day of tryout clinic. Anyone not meeting the above requirements by the first day of tryout clinic will not be allowed to attend the tryout clinic.
- I. All St. Clair County handbook rules and regulations will be followed.
- J. The AHSAA Spirit Rules Handbook guidelines will be followed.
- K. Any cheerleader who fails to complete a full season of events for any reason (except a serious documented medical excuse) will NOT be eligible to try out for the following year.
- L. Any cheerleader with a CLASS 4 or CLASS 5 offense as noted in the Code of Conduct for the current school year will not be eligible to try out.
- M. In order to try out, any cheerleader with a CLASS 3 offense as noted in the Code of Conduct must have the permission of both the cheer coach and the school principal of the school that the cheerleader will be representing.

Tryouts

- A. The tryout process will consist of an optional pre-tryout clinic and a mandatory closed tryout in front of a panel of judges.
- B. The panel will consist of independent professional judges and the cheerleader sponsor. The independent judges will be selected from previous or current collegiate cheerleaders, cheer association instructors, and college or high school cheer coaches from OUTSIDE St. Clair County.
- C. All skills will be scored on the basis of the level of perfected execution.
- D. Cheerleader tryouts will be held on the last Saturday in February. Clinic will be held on the Saturday prior to the tryout date. Attendance to clinic is highly encouraged.
- E. Failure to attend tryouts will result in automatic dismissal from the tryout with the exception of school events or with prior approval from the cheer sponsor, school administrator and athletic director. If approved, tryouts will be filmed immediately following clinic.
- F. The entire tryout process will be closed to the public. This includes pre-tryout clinic and the actual tryout in front of the judging panel. Failure to abide by this rule will disqualify the candidate involved. Senior cheerleaders and former cheerleaders are not allowed to view the tryout process.
- G. NO PART of the tryout process may be filmed or photographed. This includes snapshot cameras, video cameras, cell phone cameras, or any other recording device.
- H. Candidates become a part of the squad after tryouts. Their responsibilities, commitment, and term are for a one year period – beginning and ending with the tryout date.
- I. A tryout fee of \$25.00 will be required to pay for the judges' travel and time as well as other miscellaneous costs associated with the try-out process. This fee is due before the deadline for the cheerleader sign-up date. This fee is non-refundable.

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- J. Tryout selection will be based one-hundred percent (100%) on the judges' score. (St. Clair County Board Policy)
- K. The number selection for each contestant trying out for cheerleader will be determined AFTER the judges have been seated for tryouts.
- L. Anyone trying out for cheerleader will leave school grounds after the tryout process has been completed. Results from the tryout process will be posted on a website.
- M. A candidate may only start over two times for each portion of the tryout process. Judges will score accordingly based on what has been attempted during the first two attempts.

Membership

- A. The number of cheerleaders chosen each year is determined by the principal and sponsor.
- B. The varsity squad (for schools that do not have a junior varsity squad) will consist of the top candidates from those entering grades nine (9) through twelve (12) with the highest total scores received from the judges.
- C. The varsity squad (for schools that have a junior varsity squad) will consist of the top scoring candidates from those entering grades ten (10) through twelve (12) with the highest total scores received from the judges.
- D. The junior varsity squad (for schools that have a junior varsity squad) will consist of the top scoring candidates from those entering the ninth (9) grade. Candidates entering 10th grade will try out for the varsity squad. Those candidates who do not make the cut for the varsity squad will be eligible to have their scores considered for the junior varsity squad. All candidates who are entering the ninth grade are only eligible to try out for the junior varsity squad.
- E. The junior high squad will consist of the top candidates from those entering grades seven (7) and eight (8) with the highest total scores received from the judges.
- F. Membership for cheerleading includes football and basketball seasons, other sport seasons, competition, and fundraisers.
- G. Schools may opt to participate in competitions outside the county competition. The members of the competition team will be chosen by the coach based on performance and behavior from the current cheerleading squad.

Financial Responsibility

- A. Parents are responsible for ALL costs of the tryout fees, clothing items, camp, and competition as set by the sponsor. This may include, but is not limited to, uniforms, pom poms, socks, tights, warmups, pep rally uniforms, camp clothes, hair bows, gloves, headgear, etc. **All fees must be paid before the first football game. A cheerleader will not participate in any game or cheerleader function until the fees are paid.**
- B. The cheerleaders are responsible for the upkeep of all cheerleading items. Uniforms should be kept in good condition and be presentable at all times.
- C. All purchases to be used during cheer activities will be approved by the coach regardless of the method of payment. All items worn by cheerleaders during assigned activities must be the same. All items must be worn in the manner in which they were designed to be worn.

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- D. Fundraising activities may be available for those who wish to defray their expenses. Other fundraisers will be required to pay for expenses that the cheerleading squads will incur (paint, paper, goodies, etc). If squad members are unable to raise their fair share, a dollar amount will be assessed to cover this amount. These activities will be in accordance with the St. Clair County Board of Education.
- E. Parents are responsible for the cost of gymnastics and/or coaching if the cheerleaders participate as a team.

Attendance Requirements

- A. Cheerleaders are required to cheer at all athletic events as designated by the coach. A cheerleader should not miss any game, practice, or cheerleading activity except in case of an emergency WHICH HAS BEEN APPROVED BY THE COACH. A parent/guardian call is REQUIRED for any absence from any activity. If a call is not received by the coach BEFORE the absence, the absence will be unexcused.

Football Games - cheerleaders are required to cheer at all home and away games.

Basketball Games - cheerleaders are required to cheer at all home games. Cheering at away games is at the discretion of the sponsor and local school administrator. A schedule of games that are to be cheered will be given to the cheerleaders and parents before the first basketball game with the games that will require cheerleader participation as a whole group or as a split squad

County Exhibition/Competition – cheerleaders are required to cheer at the county exhibition/competition.

- B. All cheerleaders are required to attend summer camp. Any cheerleader not attending summer camp will be dismissed from the squad.
- C. The coach will review available opportunities for competition and present those to the squad. Final decisions will be made by the coach. This will also apply to one day clinics.
- D. The sponsor has the discretion of removing members from competition due to lack of effort or defiance to the sponsor. Incidents will be documented by the sponsor and reported to the principal before a cheerleader is removed from competition.
- E. All members of the squad are encouraged to attend social activities planned by the squad. Advance notice is required for members who are unable to attend.
- F. All cheerleaders are required to participate in community activities which are chosen and planned by the squad and coach.
- G. If any other activities are chosen by the squad, the coach will determine if the event is mandatory or optional.
- H. Any requests for missing a performance must be in writing to the sponsor before missing the event and have sponsor and principal approval.

Selection of Captains and/or Co-Captains

- A. Each cheerleading squad may choose to have a captain and a co-captain or co-captains. This is at the discretion of the coach and principal.
- B. Positions will be determined by tryout score, GPA, coach ranking and squad member ranking.
- C. Varsity Squad – The captain and/or co-captain(s) will be responsible leaders and will preferably have at least one year of experience.

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- D. Junior Varsity/Junior High Squad – The captain and/or co-captain(s) must be responsible leaders and will preferably have at least one year of experience.

Duties and Responsibilities of Captain and or Co-Captain

The captain and/or co-captain(s) will be responsible for the following (under the guidance of the coach):

- A. Set an example for the rest of the squad by following all rules and regulations for cheerleaders and students.
- B. Should always be willing to do more than his/her share.
- C. Work closely with squad members.
- D. Be at practice early and start practice on time.
- E. Carry out practice and meeting instructions along with the coach.
- F. Be responsible for contacting all cheerleaders to notify them of practice, change of plans, etc.
- G. Select cheers and chants to be used at games and pep rallies.
- H. Be responsible for greeting visiting cheerleaders BEFORE the start of the game and inform visitors of plans, seating arrangements, refreshments, etc.
- I. If a captain and/or co-captain(s) receive an internal or external school suspension, he/she will be removed from the position of captain and/or co-captain(s).
- J. In the event the captain is unable to perform the above listed duties, he/she will be relieved of duties and a new captain will be appointed to the position. This must be approved by both the cheer sponsor and the school principal.

Practice Schedule

- A. Summer practices will be determined by the coach. The summer practice schedule will be given to all cheerleaders prior to Spring Break. Attendance at all practice sessions is required.
- B. The length of the each practice will be decided by the coach.
- C. A cheerleader must be in attendance at school for one-half day in order to cheer that day or night.
- D. Only the coach has the authority to excuse a cheerleader from practice. Excuses will be granted only in case of illness or emergencies. ALL ROUTINE DENTAL, DOCTOR, AND OTHER APPOINTMENTS MUST BE MADE AROUND SCHEDULED PRACTICES. THESE ARE NOT CONSIDERED EMERGENCIES AND WILL NOT BE CONSIDERED EXCUSED ABSENCES.
- E. If problems arise, practices may be closed to the public.

Appearance

- A. Uniforms and shoes must be kept clean at all times. (Uniforms are washable but should only be drip dried.)
- B. Uniforms must be neatly pressed and not in need of mending.
- C. Jewelry is strictly forbidden in accordance with AHSAA rules (No exceptions). This includes any type of body jewelry. This applies to practice, games, competition, etc. General Rule: Any time in uniform – NO JEWELRY.

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- D. No excessive make-up will be worn. A natural wholesome look is desired.
- E. No fingernail polish will be worn.
- F. Fingernails cannot extend past the tip of the finger (AHSAA rule).
- G. No glitter, products containing glitter, stick-on body art, etc. shall be worn on the body, hair, or the uniform (AHSAA rule).
- H. Hair should be worn back from the face and up (in a pony tail, French braid, etc.) when in uniform. No hair should fall in the face. This rule will be enforced during practice and games (AHSAA rule). Short hair must be pulled back off the face.
- I. Cheerleaders may only wear designated and approved clothes TO, FROM, and DURING any cheerleading or athletic event. Cheerleaders are not allowed to wear street clothes TO, FROM, or DURING an athletic event.
- J. Cheerleaders are to come to the activity in uniform ready to perform.
- K. When cheerleaders are on the field/court/competing/or acting as a squad, they will be in complete uniform. This means the same shoes, socks, sweaters, etc.
- L. Cheerleaders should look their best, physically, at all times. Maintaining strength, endurance, flexibility, etc. will keep a cheerleader's performance at peak condition. A member must be physically able to participate in all aspects of training (AHSAA rule – physical).
- M. The coach will determine what is acceptable to be worn with the cheerleader uniform.
- N. Cheerleading briefs must be worn under clothing at all practices and performances.

Conduct During an Athletic Event

- A. Cheerleaders must appear spirited, smiling, and show enthusiasm throughout the entire athletic event or activity.
- B. Talking to fans should be kept to a minimum.
- C. There should be no excessive talking among squad members during cheer events. You are at the event to cheer – not to socialize.
- D. There will be no eating during the athletic event or during practice sessions. A good meal should be eaten before the athletic event or practice sessions.
- E. There will be no gum chewing during an athletic event or during practice sessions.
- F. Cheerleaders are not to leave the cheering area without the coach's permission for any reason. Cheerleaders must cheer during the entire game.
- G. Stunting is prohibited during any "live" ball. If a ball is on the court, field, playing area, etc., stunting is not allowed.
- H. Cheerleaders should use the restrooms before the game begins, at halftime, or after the game.

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- I. Each squad is expected to bolster crowd spirit when the other squad is performing. Sitting together as a group and motivating other students and fans is strongly encouraged.
- J. Cheerleaders in uniform should not have any physical contact with friends or boyfriends/girlfriends.
- K. Cheerleaders are not to use cell phones for calling, texting, or making photographs while cheering at any event; including, but not limited to games, practices and competitions

Standards of Ethics and Sportsmanship for Everyone

Interscholastic athletic competition should demonstrate high standards of ethics and sportsmanship while promoting the development of good character. Sportsmanship is achieved when participants are committed to pursuing victory according to the following character traits.

- Courage – having determination to do the right thing even when others don't
- Good Judgement – setting priorities in accordance with team, state, and national rules
- Integrity – have the inner strength to be fair and courteous during athletic events
- Kindness – being considerate, courteous, and generous in spirit to the opposing team; treating others as you would like to be treated
- Perseverance – being persistent in pursuit of worthy objectives in spite of opposition
- Respect – showing high regard for coaches, officials, opponents, fans, administrators, self, team and the school you are representing
- Responsibility – showing reliability and consistency in words and conduct, and being accountable for your actions
- Self-discipline – refraining from inappropriate behaviors and maintaining self-control at all times

Transportation

- A. If you are using school transportation, you must be at the designated place and at the designated time to leave. If you are riding with your parent/guardian, you must arrive at the designated location and time set by the sponsor. You are only allowed to be transported by your parent/guardian. The sponsor has the right to require you to use school transportation if a cheerleader is late more than two times while riding with a parent/guardian.
- B. Squad members are not allowed under any circumstance to drive personal vehicles to or from away athletic events, competitions, or other cheerleading activities.
- C. Permission may be given to squad members to utilize transportation for the return trips other than that transportation provided by the school system. The following guidelines apply to all circumstances when squad members travel via private vehicles.
- D. Sponsors MAY NOT transport cheerleaders in their private vehicles.

TRANSPORTATION VIA PRIVATE VEHICLE **AS DEFINED BY THE ST CLAIR COUNTY CODE OF STUDENT CONDUCT**

Private vehicles shall not be used to transport student (cheerleader) to or from any activity in which the cheerleader is participating except in the following circumstances:

- 1. The private vehicle is being operated by a parent/guardian of a student participant and all other student participants who are passengers in the vehicle have obtained written permission* from their parent/guardian to be transported by the operator of such private vehicle.

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2. The operator of any private vehicle described in the preceding paragraphs must have a valid driver's license and liability insurance coverage insuring the vehicle being used to transport student participants. The operator of all such private vehicles shall assume liability for student participants who are passengers in his/her vehicle, including responsibility for their safety and well-being.

* Must be on a Transportation Release Form

- D. In the event that the athletes/cheerleaders will not be traveling on school buses, the above guidelines shall apply for transportation via private vehicle for any athletic/cheerleader sanctioned event, including but not limited to tryouts, competitions, camp, etc.
- E. A transportation release form signed by the parent/guardian must be on file with the sponsor BEFORE the cheerleader may travel and participate at any away athletic or cheerleading event.
- F. Phone calls giving permission to ride with others will not be accepted.

Suspension from an Athletic Event or Pep Rally

- A. Failing grades are not acceptable. Grades falling below a "C" average on report cards and/or progress reports will result in suspension.
- B. Demerits (see Demerit Page for complete list):
 1. 5 Demerits Benched for 5 school days and at least 1 major sporting event
 2. 10 Demerits Benched for 10 school days and at least 2 major sporting events
 3. More than 10 Permanent Suspension
- C. Attendance requirements during suspension from the squad:
 1. Required to attend and participate in all practice sessions
 2. Required to attend in uniform but not participate in pep rallies (sit with coach)
 3. Required to attend in uniform but not participate in athletic events (sit with coach)

Dismissal

- A. Offenses that will result in dismissal are as follows:
 1. A total of more than 10 demerits
 2. Any Class IV Code of Conduct violation
 3. Repeated insubordination toward the cheer coach, captain and/or co-captain cheerleaders, or any school personnel
 4. Conviction of a felony or any other criminal activity will be considered as grounds for dismissal (St. Clair County Code of Conduct)
 5. Not attending summer camp
 6. Failure to compete in competitions will result in dismissal from the squad and will result in ineligibility to tryout for the following year.
 7. Any school related problems that require the cheerleader to be dismissed according to the St. Clair County Board Policy

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- B. Before dismissal, a panel composed of a school administrator, cheerleading coach, cheerleader, and parent/guardian of the cheerleader will meet to discuss demerits and dismissal. Any cheerleader who exceeds 10 demerits will be on suspension until the panel meeting is held.

Role of Coach

- A. The coach and/or principal reserve the right to use good judgment and discretion in carrying out an Article or Section of the constitution.
- B. The coach and/or principal reserve the right to decide any problems or questions not covered in the constitution.
- C. THE COACH AND PRINCIPAL RESERVE THE RIGHT TO DISMISS ANY CHEERLEADER AT ANY TIME FROM THE SQUAD IF IT IS IN THE BEST INTEREST OF THE SQUAD.

Parent/Coach Communication

Parenting and coaching are both extremely challenging, yet rewarding vocations. By establishing an understanding of each position, we are better able to accept the actions of the other and provide a greater benefit to our children. Clear communication and knowing expectations for the student, coach, and parent are vital to a successful program. We believe in mutual respect between and among adults and students. When you and your child are involved in our program, you have the right to understand what the expectations are for everyone involved.

Listed below is an outline of the communication plan and expectations:

COMMUNICATIONS YOU SHOULD EXPECT FROM YOUR CHILD'S COACH

- Philosophy of the coach
- Expectations and goals the coach has for your child as well as the squad
- Contact information of the coach should you have a question
- Locations and times of all practices and cheering events
- Team requirements, special equipment, strength and conditioning programs
- Team rules, guidelines and consequences for infractions
- Eligibility requirements including attendance
- Proper care and responsibility for equipment issued by the school

COMMUNICATION COACHES EXPECT FROM CHEERLEADERS AND PARENTS

- Concerns expressed directly to the coach
- Notification of any schedule conflict in advance
- Notification of illness or injury as soon as possible

Involvement in cheerleading and being a part of a team will be full of teachable and rewarding moments in your child's life. It is important to understand that there may also be a time when things do not go the way you and your child wish. At these times, discussion with the coach is encouraged. It is the first and most integral step to resolution.

Miscellaneous

- A. Any item or situation not mentioned in this set of rules that causes a problem for the squad will be dealt with on an individual basis by the coach in conjunction with the school administration. Rules may be added if necessary to correct those problems. All possible problems cannot be covered in this document. Therefore, it may be necessary to deal with situations not covered in the document. ALL situations will be

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handled and dealt with in compliance with school and board policies. Disciplinary actions for any of the behaviors/infractions will range from temporary to permanent dismissal from the squad.

- B. ALL conferences must be scheduled in advance with the coach/sponsor.
- C. Parents must follow a chain of command to discuss any concerns regarding cheerleading.
 - **Step 1**
A conference must be scheduled in advance with the coach/sponsor. **Practice and games are not the place to discuss concerns.**
 - **Step 2**
If the problem is not resolved, a conference should be scheduled with the school principal.
 - **Step 3**
If the problem is not resolved, a conference should be scheduled with the superintendent.
- D. No personal mechanical devices (phones, beepers, CD players, etc.) of any kind are allowed to be used during practices, games, and/or cheer events.
- E. Cheerleaders may have jobs and participate in non-school sponsored activities, including competition squads. **However, these may NOT interfere with scheduled practices, games, tryouts or competitions.**

Amendments

- D. All squads will follow guidelines set up by the AHSAA. This constitution follows current guidelines but may be revised as AHSAA guidelines are changed.
- E. Suggestions for additions and revisions to this document may be submitted in writing by squad members, the cheer coach, school administration, or a parent/guardian.
- F. Submitted, written amendments will be considered annually before tryouts by a committee appointed by the superintendent of education. No amendments to this document will be made once tryout clinic begins.
- G. Written suggestions should be submitted to

Kevin Hathcock
St. Clair County Board of Education
410 Roy Drive
Ashville, AL 35953

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Demerits

Demerits are used to determine disciplinary action for all cheerleaders.
Refer to "A" under miscellaneous section for other guidelines.

<u>Demerits Type:</u>	<u>Demerits:</u>
<u>Class IV or Class V violation</u>	<u>Dismissal</u>
<u>Referral to Alternative School and/or Day Program</u>	<u>Dismissal</u>
<u>Use of profanity</u>	<u>5</u>
<u>Rudeness or general disrespect to authority</u>	<u>5</u>
<u>Cheating</u>	<u>5</u>
<u>Any Class II or III violation</u>	<u>5</u>
<u>Referral to Saturday School</u>	<u>5</u>
<u>Leaving unexcused during a game or cheering event</u>	<u>5</u>
<u>Unexcused absence from game</u>	<u>5</u>
<u>Use of cell phone without sponsor permission during game or practice</u>	<u>5</u>
<u>Refusing to participate</u>	<u>5</u>
<u>Building stunts without supervision of coach</u>	<u>5</u>
<u>Public displays of affection</u>	<u>5</u>
<u>Unexcused absence from practice</u>	<u>4</u>
<u>Altering uniforms without permission</u>	<u>4</u>
<u>Not having correct uniform or practice clothes</u>	<u>4</u>
<u>Undesignated wearing of uniform</u>	<u>4</u>
<u>Late to game or practice</u>	<u>3</u>
<u>Late returning from half time or between games</u>	<u>3</u>
<u>Unacceptable conduct during a game</u>	<u>3</u>

*5 Demerits Benched for 5 school days and at least 1 major sporting event
 *10 Demerits Benched for 10 school days and at least 2 major sporting events
 More than 10 Permanent Suspension

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CHEERLEADER DEMERIT FORM (Example)

Date of Demerit(s): _____

Name of Cheerleader: _____

Reason for Demerits: _____

Number of Demerits: _____ Total # of Demerits for Year: _____

Explanation:

Action Taken:

Conference

Game Suspension

Extra Conditioning

Squad Suspension

Other: _____

By signing this demerit form, I certify that my coach has informed me of the action that will be taken to correct my behavior. I understand that once I receive more than ten (10) demerits, I will be removed from the squad.

Signature of Cheerleader: _____ Date: _____

Signature of Coach: _____ Date: _____

Signature of Parent: _____ Date: _____

Signature of Principal: _____ Date: _____



This is to certify that I have read and agree to follow the policies and guidelines set forth in the 2015-2016 St. Clair County Cheerleading Constitution.

Name of Cheerleader

Signature of Cheerleader

Date

Signature of Parent/Guardian

Date

(CHEERLEADER/PARENT COPY)

**RESOLUTION AUTHORIZING, MAKING SALE,
AND SPECIFYING THE INTEREST RATES
OF THE BOARD'S \$10,000,000 SPECIAL
TAX SCHOOL WARRANTS, SERIES 2014**

BE IT RESOLVED by the St. Clair County Board of Education, in the State of Alabama, as follows:

Section 1. Definitions. The following words and phrases, wherever used in this resolution, shall be given the following respective meanings, unless the context hereof clearly indicates otherwise:

"Additional Parity Securities" means any securities which the Board may at the time of issuance be authorized to issue and for the payment of the principal of and interest on which the Board's Share of the Special Tax may be pledged under the reserved right so to do contained in, and in accordance with the provisions of, Section 7 hereof.

"Annual Debt Service Requirement" means as of any date of determination, the amount of principal and interest maturing with respect to the then outstanding Parity Securities in such Fiscal Year; provided, that the principal amount of any Parity Securities subject to a mandatory redemption requirement during such Fiscal Year shall, for purposes of this definition, be considered as maturing in the Fiscal Year during which such redemption is required and not in the Fiscal Year in which their stated maturity occurs; and provided further, that for purposes of the foregoing formula, Fully Covered Securities shall not be deemed to be outstanding.

"Authorized Denomination" means the sum of \$5,000 or any integral multiple thereof.

"Board" means the St. Clair County Board of Education, as it may at any time exist, and includes any successor to its functions.

"Board's Share of the Special Tax" means that portion of the Special Tax allocated to the Board.

"Called Warrants" means those of the Warrants that shall have been duly called for redemption prior to maturity in accordance with the provisions of Section 4 hereof.

"Code" means the Internal Revenue Code of 1986, as amended.

"Constitution" means the Constitution of Alabama of 1901.

"County" means St. Clair County in the State of Alabama.

"Escrow Fund" means the escrow fund established pursuant to the Escrow Trust Agreement authorized in Section 24 hereof.

"Fiscal Year" means a fiscal year of the Board, being the period beginning on October 1 of each calendar year and ending on September 30 of the then next ensuing calendar year, or such other period as provided by the laws of Alabama as the "fiscal year" of the Board.

"Fully Covered Securities" means any Warrants considered fully paid under the provisions of Section 25 hereof.

"Herein," "hereof" and other equivalent words refer to this Resolution as a whole and not solely to the particular portion thereof in which any such word is used.

"Holder" means the person in whose name a Warrant is registered on the registry books of the Paying Agent pertaining to the Warrants.

"Interest Payment Date" means any February 1 or August 1, commencing February 1, 2015.

"Overdue Interest" means interest due but not paid on the Interest Payment Date on which such interest is required to be paid.

"Overdue Interest Payment Date" means the date fixed by the Paying Agent, pursuant to the provisions of Section 14 hereof, for the payment of Overdue Interest.

"Parity Securities" means the Warrants herein authorized and any Additional Parity Securities that may hereafter be issued pursuant to the provisions of Section 7 hereof.

"*Paying Agent*" means Regions Bank, Birmingham, Alabama, in its capacity as paying agent, transfer agent and registrar with respect to the Warrants.

"*Record Date*" means the January 15 or July 15, as the case may be, next preceding any Interest Payment Date.

"*Redemption Date*" means the date fixed for redemption of Warrants in any resolution adopted pursuant to the provisions of Section 4 hereof or, if such a Resolution is not required, the date fixed for mandatory redemption of a Warrant.

"*Redemption Price*" means the price at which any Warrant may be redeemed pursuant to the provisions of Section 4 hereof.

"*Required Rebate*" means any amount that is required, by the provisions of Section 148(f) of the Code and any applicable regulations, to be paid by the Board to the United States of America in order that the Warrants shall not be treated as "arbitrage bonds" within the meaning of Sections 103(b)(2) and 148 of the Code and any applicable regulations promulgated thereunder.

"*Resolution*" means this Resolution, or if the context indicates otherwise, means a Resolution adopted by the Board.

"*Series 2005 Warrants*" means the School Tax Refunding Warrants (1.5 Mill Countywide), Series 2005-A, dated June 1, 2005, now outstanding in the aggregate principal amount of \$1,215,000, and its School Tax Refunding Warrants (6 Mill Tax), Series 2005-B, dated June 1, 2005, and outstanding in the aggregate principal amount of \$6,215,000.

"*Special Tax*" means the special privilege or license tax (or taxes) and excise tax (or taxes) levied in the County pursuant to authorization contained in Act No. 87-263 adopted at the 1987 Regular Session of the Legislature of Alabama and a resolution adopted by the St. Clair County Commission on June 12, 2007.

"*State*" means the State of Alabama.

"*United States Securities*" means and includes (i) direct obligations of the United States of America and (ii) obligations the principal of and interest on which are unconditionally guaranteed by the said United States.

"*Warrant Fund*" means the special fund created in Section 8 hereof.

"*Warrants*" means the Special Tax School Warrants, Series 2014, authorized in Section 2 of this Resolution.

The definitions contained in this section shall be deemed applicable whether the words defined are used in the singular or plural. Wherever used herein any noun or pronoun shall be deemed to include both singular and plural and to cover all genders. Reference in this Resolution to a section number means the section herein bearing that number.

Section 2. Authorization and Description of the Warrants. (a) Findings.

Pursuant to authority contained in Article 14 of Chapter 13 of Title 16 of the Code of Alabama 1975, and for the purposes hereinafter specified, the Board does hereby authorize the issuance of its \$10,000,000 Special Tax School Warrants (Sales Tax), Series 2014, to be dated the date of their issuance and delivery, to mature on February 1 and to bear interest (computed on the basis of a 360-day year of twelve consecutive 30-day months) from their date until their respective maturities as follows:

<u>Year of Maturity</u>	<u>Principal Amount Maturing</u>	<u>Interest Rate</u>	<u>Year of Maturity</u>	<u>Principal Amount Maturing</u>	<u>Interest Rate</u>
2022	\$135,000	3.00%	2030	\$1,100,000	4.00%
2023	130,000	3.00	2031	1,140,000	4.00
2024	130,000	3.00	2032	1,190,000	4.00
2025	120,000	3.00	2033	1,240,000	4.00
2026	120,000	3.00	2034	1,290,000	4.00
2027	150,000	3.00	2035	1,340,000	4.00
2028	160,000	3.00	2036	1,400,000	4.00
2029	355,000	4.00			

The Warrants shall be initially issued in the Authorized Denominations and registered in the names of the Holders as shall, pursuant to the provisions of Section 18 hereof, be designated by the purchaser.

(b) Payment of Principal. The principal of the Warrants shall be payable at the principal office of the Paying Agent in Birmingham, Alabama, upon presentation and surrender of the Warrants as the same become due and payable.

(c) Interest Rates and Method of Payment. The Warrants shall bear interest from their date until their respective maturities at the per annum rates of interest set forth above (computed on the basis of a 360-day year of twelve consecutive 30-day months). Such

interest shall be payable semiannually on each February 1 and August 1, commencing February 1, 2015, until and at the maturity of the Warrants. Interest on any overdue installment of principal and interest shall bear interest, until paid, at the per annum rate of interest borne by the Warrants. Except as provided in Section 14 hereof, interest on the Warrants shall be payable in lawful money of the United States of America by check or draft mailed by the Paying Agent to the lawful Holders of the Warrants at the respective addresses shown on the registry books of the Paying Agent pertaining to the Warrants as of the close of business on the Record Date next preceding the Interest Payment Date. Interest will be deemed to have been timely paid if the check or draft therefor is mailed by the Paying Agent on or before the date the interest is due.

Section 3. Purpose for Which the Warrants Are Authorized. The Warrants are being issued to pay the costs related to their issuance, to provide for the refunding, on a current basis, of the Series 2005 Warrants and to provide funds (approximately \$2,925,000) for various capital improvements, which improvements are expected to have an estimated useful life in excess of twenty-two (22) years from the date of issuance of the Warrants.

Section 4. Optional Redemption Provisions. (a) Those of the Warrants having stated maturities in 2025 and thereafter shall be subject to redemption at the option of the Board, as a whole or in part (and if in part, in such maturities as the Board in its discretion shall select and in amounts of \$5,000 or any integral multiple thereof), on August 1, 2024, and on any date thereafter, at and for a redemption price equal to the principal amount of the Warrant, or portion thereof redeemed, plus accrued interest to the date fixed for redemption. In the event that less than all the Warrants of a single maturity are redeemed and prepaid, the Paying Agent shall, by lot, select that portion of the principal of the Warrants of such maturity to be redeemed and prepaid.

(b) **Manner.** Any such redemption or prepayment of the Warrants shall be effected in the following manner:

(i) **Call.** The Board shall by resolution call for redemption and prepayment on a date when they are by their terms subject to redemption Warrants (or principal portions thereof), and shall recite in said resolution (A) that the Board is not in default of the principal of or interest on any of the Warrants, or (B) that all the Warrants then outstanding are to be retired on the Redemption Date.

(ii) **Notice.** Not more than sixty (60) days nor less than thirty (30) days prior to the Redemption Date, the Board (or the Paying Agent on behalf of the Board) shall give, or cause to be given, written notice of such redemption and prepayment by United States First Class Mail to the Holder of each of the Warrants (at the address of such registered Holder as such address appears on the registry books of the Paying Agent) the principal of which is, in whole or in part, to be redeemed and prepaid, stating the following: that the Warrants (or principal

portions thereof) have been called for redemption and will become due and payable at the Redemption Price and on a specified Redemption Date and that all interest thereon will cease after the Redemption Date. The Holders of any of the Warrants may waive the requirements of this subsection with respect to the Warrants held by them without affecting the validity of the call for redemption of any other Warrants.

(iii) Payment of Redemption Price. The Board shall make available to the Paying Agent, on or prior to the Redemption Date, the total Redemption Price of the Warrants (or portions thereof) that are to be prepaid and redeemed on the Redemption Date.

Upon compliance with the foregoing requirements on its part contained in this subsection, and if the Board is not on the Redemption Date in default on the payment of the principal of or interest on any of the Warrants, the Warrants (or principal portions thereof) called for redemption shall become due and payable at the Redemption Price on the Redemption Date specified in such notice, anything herein or in the Warrants to the contrary notwithstanding, and the Holders thereof shall then and there surrender them for redemption; provided however, that in the event that less than all the outstanding principal of any Warrant is to be redeemed, the registered Holder thereof shall surrender the Warrant that is to be prepaid in part to the Paying Agent in exchange, without expense to the Holder, for a new Warrant of like tenor except in a principal amount equal to the unredeemed portion of the Warrant. All future interest on the Warrants (or principal portions thereof) so called for redemption shall cease to accrue after the Redemption Date. Out of the moneys so deposited with it, the Paying Agent shall make provision for payment of the Warrants (or principal portions thereof) so called for redemption at the Redemption Price and on the Redemption Date.

Section 5. Execution and Registration of the Warrants. The Warrants shall be executed on behalf of the Board by the President of the Board. The official seal of the Board shall be affixed to each of the Warrants and the execution and the said seal shall be attested by the signature of the Secretary of the Board (it being understood that a condition to the validity of each Warrant is the appearance on such Warrant of a Registration Certificate, substantially in the form hereinafter provided, executed by the manual signature of a duly authorized officer of the Paying Agent).

Section 6. Source of Payment and Pledge of the Board's Share of the Special Tax. The principal of and interest on the Warrants shall be payable solely out of the Board's Share of the Special Tax. The Board's Share of the Special Tax is hereby irrevocably pledged to the extent necessary to pay the principal of and interest on the Warrants at the respective maturities of the said principal and interest, and the Warrants shall constitute a preferred charge on the Board's Share of the Special Tax on a parity with any pledge made for the benefit of Additional Parity Securities that may hereafter be made pursuant to the provisions of Section 7 hereof and shall be superior to all pledges of the Board's Share of the Special Tax made after the

adoption of this Resolution other than any such parity pledge that may hereafter be made for the benefit of any Additional Parity Securities that may be issued pursuant to the provisions of Section 7 hereof. The Board represents and warrants that it has no outstanding obligations payable from or secured by a pledge of the Board's Share of the Special Tax.

Section 7. Reservation of Privilege to Issue Additional Parity Securities. The Board reserves the privilege to issue at any time and from time to time additional warrants or other securities of the Board that the Board may at the time of such issuance be lawfully authorized to issue, and to pledge for payment of the principal thereof and the interest thereon, on a parity of lien and pledge with the pledge of the Board's Share of the Special Tax made in this Resolution, and pro rata and on a parity with the like pledge that may be made for the benefit of each series of the Additional Parity Securities, so much of the Board's Share of the Special Tax as may be necessary to pay the principal of and interest on the Additional Parity Securities at the respective maturities of said principal and interest; provided, that in order to make such parity pledge, the following conditions must exist and be complied with:

(a) At the time such Additional Parity Securities shall be issued, the Board shall have fully complied with all provisions of this Resolution then required to be performed including making all payments then required to be made into the Warrant Fund.

(b) The Board's Share of the Special Tax during the twelve-month period next preceding the first day of the calendar month in which such Additional Parity Securities are proposed to be issued must be not less than one and one-half times (150% of) the maximum Annual Debt Service Requirement during the then current or any then succeeding Fiscal Year with respect to all Parity Securities that will be outstanding immediately following the issuance of the Additional Parity Securities then proposed to be issued, all as set forth in a certificate of the Board's Chief School Financial Officer filed with the Board's Secretary; provided, that in computing the Annual Debt Service Requirement for any Fiscal Year, for the purposes of this paragraph (b), there shall be excluded from such computation the principal of and interest on any securities deemed fully paid under the provisions of Section 25 hereof.

(c) Each issue of the Additional Parity Securities shall be given a different series designation, shall have stated maturities of principal on February 1 of the years in which the Additional Parity Securities of that series shall mature, and shall bear interest payable (not less often than semiannually) on February 1 and September 1. Any series may have provisions for redemption prior to maturity and such other provisions not in conflict with this resolution as the Board shall determine advisable and shall set forth in the proceedings in which the Additional Parity Securities of that series are authorized to be issued.

Section 8. (a) Creation of 2014 Warrant Fund. There is hereby created a special fund which shall be designated the "2014 Warrant Principal and Interest Fund" (herein called "the Warrant Fund") and which shall be continued until the principal of and the interest on

the Warrants have been paid in full. Simultaneously with issuance of the Warrants, there shall be paid into the Warrant Fund, out of the proceeds from the sale of the Warrants, the sum provided in Section 22(a) to be paid into the Warrant Fund. The Board will, out of the Board's Share of the Special Tax, pay into the Warrant Fund, (i) on January 25, 2015, a deposit equal to the principal (if any) and interest that will be due on the Warrants on February 1, 2015, and (ii) commencing March 25, 2015, and continuing on or before the 25th day of each calendar month thereafter, monthly deposits equal to sum of (A) one-sixth (1/6) of the interest that will be due on the Warrants on the then next Interest Payment Date, and (B) one-twelfth (1/12) of the principal, if any, that will mature (or become subject to mandatory redemption) on the then next ensuing February 1. The moneys so paid into the Warrant Fund shall be used solely for payment of the principal of and the interest on the Warrants (and any Additional Parity Securities) at the respective maturities of said principal and interest. The Paying Agent is hereby designated as custodian and depository for the Warrant Fund. In the event the Paying Agent should refuse or cease to act as such depository or should become incapable of so acting, then the Board may at any time and from time to time designate as depository for the Warrant Fund any other banking institution; provided that each such successor depository shall be and remain a member of the Federal Deposit Insurance Corporation or any agency of the United States of America that may succeed to its functions. Any depository for the Warrant Fund shall at all times keep all moneys on deposit therein (other than such portion thereof that is insured by the Federal Deposit Insurance Corporation or other agency of the United States of America that may succeed to its functions) secured in the manner provided in the next succeeding subparagraph (b) of this Section.

The Board reserves the right from time to time of designating a bank or banks as additional depository or depositories for the Warrant Fund insofar as the Warrant Fund shall consist of payments measured by the maturing installments of the principal of and interest on any of the Additional Parity Securities that may hereafter be issued.

(b) Trust Nature of and Security for the Warrant Fund. The Warrant Fund shall be and at all times remain a public fund impressed with a trust for the purpose for which the Warrant Fund is herein created. Each depository for any part of the Warrant Fund shall at all times keep the moneys on deposit with it in the Warrant Fund continuously secured for the benefit of the Board and the holders of the Parity Securities either

(i) by holding on deposit as collateral security, direct general obligations of the United States of America or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, or other marketable securities eligible as security for the deposit of trust funds under regulations of the Board of Governors of the Federal Reserve System, having a market value (exclusive of accrued interest) not less than the amount of moneys on deposit in the Warrant Fund; or

(ii) if the furnishing of security in the manner provided in the foregoing clause (i) of this sentence is not permitted by the then applicable law and regulations, then in such other manner as may be required or permitted by the applicable state and federal laws and regulations respecting the security for, or granting a preference in the case of, the deposit of public funds;

provided, however, that it shall not be necessary for any such depository so to secure any portion of the moneys on deposit in the Warrant Fund that may be insured by the Federal Deposit Insurance Corporation (or by any agency of the United States of America that may succeed to its functions) or any portion of the said moneys that may be invested in United States Securities.

(c) **Investment of Moneys in the Warrant Fund.** So long as the Board shall not be in default hereunder it may, at any time and from time to time as it in its sole discretion shall deem advisable, cause to be invested in United States Securities or in such investments as may be permitted by Section 11-81-21 of the Code of Alabama 1975, as amended, any or all of the moneys in the Warrant Fund. In the event of any such investment, the securities in which the investment is made shall become a part of the Warrant Fund and shall be held by the depository for the moneys so invested to the same extent as if they were moneys on deposit in the said fund. Income from such investments shall be applied to the payment of the principal of and interest on the Warrants and shall be credited against the amounts required by the second sentence of Section 8(a) hereof to be paid into the Warrant Fund. The Board may likewise at any time and from time to time cause any securities in which any such investment shall be made to be sold or otherwise converted into cash, whereupon the net proceeds derived from any such sale or conversion, after payment of all necessary expenses incident to such sale or conversion, shall become a part of the Warrant Fund. Each depository for the Warrant Fund shall be fully protected in making investments, sales, and conversions of any such securities upon written direction given to it in a Resolution adopted by the Board.

Section 9. Form of the Warrants. The Warrants, the Form of Registration Certificate and the Form of Assignment with respect thereto shall be in substantially the following forms, respectively, with appropriate changes therein to conform with the provisions hereof:

(Form of Warrant)

No. _____

\$ _____

UNITED STATES OF AMERICA

STATE OF ALABAMA

ST. CLAIR COUNTY BOARD OF EDUCATION

SPECIAL TAX SCHOOL WARRANT
(SALES TAX)
SERIES 2014

INTEREST RATE

MATURITY DATE

CUSIP NUMBER

Subject to prior payment and other provisions as herein provided

The chief school financial officer and custodian of public school funds of the St. Clair County Board of Education, in the State of Alabama, is hereby ordered and directed by the St. Clair County Board of Education ("the Board") to pay to _____ or registered assigns, solely out of the revenues hereinafter referred to, the principal sum of

_____ DOLLARS

on the date specified above with interest thereon from the date hereof until the maturity hereof at the per annum rate of interest specified above (computed on the basis of a 360-day year of twelve consecutive 30-day months), payable on February 1, 2015, and semiannually thereafter on each February 1 and August 1 until the due date hereof. Interest on any overdue payment shall be payable at the per annum rate of interest borne by the Warrant. The principal of and premium (if any) on this Warrant shall be payable only upon presentation and surrender of this Warrant at the principal office of Regions Bank in the City of Birmingham, Alabama ("the Paying Agent"). Interest on this Warrant shall be remitted by the Paying Agent to the then registered holder hereof at the address shown on the registry books pertaining to the Warrants as of the close of business on the January 15 or July 15, as the case may be, next preceding the payment date for such interest. Interest is deemed to have been timely paid if the check or draft therefor is mailed by the Paying Agent on or before the date the said interest is due. All payments by the Board or the Paying Agent to the person in whose name a Warrant is registered shall to the extent thereof fully discharge and satisfy all liability for the same. Any transferee of this Warrant takes it subject to all payments of principal and interest in fact made with respect hereto.

This Warrant is one of an issue of warrants ("the Warrants") aggregating \$10,000,000 in principal amount which have been issued pursuant to the provisions of Article 14 of Chapter 13 of Title 16 of the Code of Alabama 1975, for the purpose of refunding certain obligations of the Board and providing funds for various capital improvements to the public schools in St. Clair County, Alabama, that are under the jurisdiction and control of the Board. The Warrants are payable, as to both principal and interest, solely out of that portion distributed to the Board of the net revenues derived from the special privilege or license tax and the excise tax levied in St. Clair County pursuant to authorization contained in Act No. 87-263 adopted at the 1987 Regular Session of the Legislature of Alabama, and a resolution adopted by the St. Clair County Commission on June 12, 2007. The Board has irrevocably pledged the said portion for payment of the said principal and interest. In the resolution of the Board pursuant to which the Warrants are issued ("the Authorizing Resolution"), the Board reserved the privilege, upon compliance with certain requirements set forth in the said resolution, of issuing additional securities and securing them by a pledge of the said proceeds on a parity with the aforesaid pledge thereof for the benefit of the Warrants.

Those of the Warrants having stated maturities in 2025 and thereafter will be subject to redemption at the option of the Board, as a whole or in part (and if in part then in such maturities as the Board shall select and in amounts of \$5,000 or any integral multiple thereof), on August 1, 2024, and on any date thereafter, at and for a redemption price equal to the principal amount of each Warrant (or portion thereof) redeemed, plus accrued interest to the date fixed for redemption.

In the event that less than all the Warrants of a single maturity is redeemed, the Paying Agent shall, by lot, select that portion of the principal of the Warrants of such maturity to be redeemed. The Authorizing Resolution requires that written notice of the call for redemption of this Warrant (or portion of the principal thereof) be forwarded by United States First Class Mail to the registered owner of such Warrant, not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption. In the event that less than all the outstanding principal of this Warrant is to be redeemed, the registered holder hereof shall surrender this Warrant to the Paying Agent in exchange for a new Warrant of like tenor herewith except in a principal amount equal to the unredeemed portion of this Warrant. Upon the giving of notice of redemption in accordance with the provisions of the Authorizing Resolution, the Warrants (or principal portions thereof) so called for redemption and prepayment shall become due and payable on the date specified in such notice, anything herein or in the Authorizing Resolution to the contrary notwithstanding, and the holders thereof shall then and there surrender them for prepayment, and all future interest on the Warrants (or principal portions thereof) so called for prepayment shall cease to accrue after the date specified in such notice, whether or not the Warrants are so presented.

The Warrants are issuable only as fully registered Warrants in the denomination of \$5,000 or any integral multiple thereof. Provision is made in the Authorizing Resolution for the exchange of Warrants for a like aggregate principal amount of Warrants of the same maturity

and in authorized denominations, all upon the terms and subject to the conditions set forth in the Authorizing Resolution.

By the execution of this Warrant, the Board acknowledges that it is indebted to the holder hereof in the principal amount hereof and will become indebted for the interest thereon as the same matures and becomes due.

It is hereby certified and recited that the amount ordered paid by this Warrant will be lawfully due at its maturity without condition, abatement or offset of any description; that all conditions, actions and things required by the constitution and laws of the State of Alabama to exist, be performed or happen precedent to or in the issuance of this Warrant exist, have been performed and have happened; and that the amount ordered paid by this Warrant together with all other warrants payable out of the said tax proceeds are within every limit prescribed by the laws of the State of Alabama.

This Warrant is transferable by the registered holder hereof, in person or by authorized attorney, only on the books of the Paying Agent (the Paying Agent and transfer agent of the Board) and only upon surrender of this Warrant to the Paying Agent for cancellation, and upon any such transfer a new Warrant of like tenor hereof will be issued to the transferee in exchange therefor, all as more particularly described in the Authorizing Resolution. Each holder, by receiving or accepting this Warrant, shall consent and agree and shall be estopped to deny that, insofar as the Board and the Paying Agent are concerned, this Warrant may be transferred only in accordance with the provisions of the Authorizing Resolution.

In the event that this Warrant (or any principal portion hereof) is duly called for redemption, the Paying Agent shall not be required to register or transfer this Warrant during the period of forty-five (45) days next preceding the date fixed for such redemption.


Execution by the Paying Agent of its registration certificate hereon is essential to the validity hereof.

IN WITNESS WHEREOF, the Board has caused this Warrant to be executed with the signature of its President, has caused its corporate seal to be hereunto imprinted, has caused the said execution and seal to be attested with the signature of the Secretary of the Board, and has caused this Warrant to be dated 12-19, 2014.

ST. CLAIR COUNTY BOARD OF EDUCATION

By  _____
Its President

Attest:



Its Secretary

(Form of Registration Certificate)

Date of Registration:

This Warrant was registered in the name of the above-registered owner on the date set forth above.

REGIONS BANK
Birmingham, Alabama
As Paying Agent

By _____
Its Authorized Officer

(Form of Assignment)

For value received _____, hereby sell(s), assign(s) and transfer(s) unto _____ the within Warrant and hereby irrevocably constitute(s) and appoint(s) _____, attorney, with full power of substitution in the premises, to transfer this Warrant on the books of the within-mentioned Paying Agent.

Dated this ____ day of _____, _____.

NOTE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within warrant in every particular, without alteration, enlargement or change whatsoever.

Signature guaranteed:

(Bank, Broker or Firm)*

By _____
(Authorized Officer)

Its Medallion Number: _____

* Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

Section 10. Registration Certificate on Warrants. A registration certificate by the Paying Agent, in substantially the form hereinabove recited, duly executed by the manual signature of the Paying Agent, shall be endorsed on each of the Warrants and shall be essential to its validity.

Section 11. Registration and Transfer of Warrants. All Warrants shall be registered as to both principal and interest, and shall be transferable only on the registry books of the Paying Agent. The Paying Agent shall be the registrar and transfer agent of the Board and shall keep at its office proper registry and transfer books in which it will note the registration and transfer of such Warrants as are presented for those purposes, all in the manner and to the extent hereinafter specified.

No transfer of a Warrant shall be valid hereunder except upon presentation and surrender of such Warrant at the office of the Paying Agent with written power to transfer signed by the registered owner thereof in person or by duly authorized attorney, properly stamped if required, in form and with guaranty of signature satisfactory to the Paying Agent, whereupon the Board shall execute, and the Paying Agent shall register and deliver to the transferee, a new Warrant, registered in the name of such transferee and of like tenor as that presented for transfer. The person in whose name a Warrant is registered on the books of the Paying Agent shall be the sole person to whom or on whose order payments on account of the principal thereof and of the interest (and premium, if any) thereon may be made. Each Holder of any of the Warrants, by receiving or accepting such Warrant, shall consent and agree and shall be estopped to deny that, insofar as the Board and the Paying Agent are concerned, the Warrants may be transferred only in accordance with the provisions of this Resolution.

If any Warrant is duly called for redemption (in whole or in part), the Paying Agent shall not be required to register or transfer such Warrant during the period of forty-five (45) days next preceding the Redemption Date.

Section 12. Exchange of Warrants. Upon the request of the Holder of one or more Warrants, the Board shall execute, and the Paying Agent shall register and deliver, upon surrender to the Paying Agent of such Warrant or Warrants in exchange thereof, a Warrant or Warrants in different Authorized Denominations of the same maturity and interest rate and together aggregating the same principal amount as the then unpaid principal of the Warrant or Warrants so surrendered, all as may be requested by the person surrendering such Warrant or Warrants.

The registration, transfer and exchange of Warrants (other than pursuant to Section 16 hereof) shall be without expense to the Holder or transferee. In every case involving any transfer, registration or exchange, such Holder shall pay all taxes and other governmental charges, if any, required to be paid in connection with such transfer, registration or exchange.

Section 13. Accrual of Interest on Warrants. All Warrants issued prior to February 1, 2015, in exchange for Warrants initially delivered, shall bear interest from the date of issuance of the Warrants, and all Warrants issued on or after February 1, 2015, shall bear interest from the February 1 or August 1, as the case may be, next preceding the date of its issuance and delivery unless (a) such date of delivery is a February 1 or August 1, in which event such Warrant shall bear interest from the date of its issuance and delivery, or (b) at the time of such delivery the Board is in default in the payment of interest on the Warrant in lieu of which such new Warrant is issued, in which event such new Warrant shall bear interest from the last Interest Payment Date to which interest has previously been paid or made available for payment on the Warrant in lieu of which such new Warrant is issued. The preceding provision shall be construed to the end that the issuance of a Warrant shall not affect any gain or loss in interest to the Holder thereof.

Section 14. Persons to Whom Payment of Interest on Warrants is to be Made. Interest on the Warrants shall, except as provided in the next succeeding paragraph of this Section 14, be payable in lawful money of the United States of America by check or draft mailed by the Paying Agent to the lawful Holders of the Warrants at the addresses shown on the registry books of the Paying Agent pertaining to the Warrants. Each Holder of any of the Warrants takes it subject to all payments of interest in fact made with respect thereto.

Any provision hereof to the contrary notwithstanding, Overdue Interest shall not be payable to any Holder of the Warrants solely by reason of such Holder having been the Holder on the Interest Payment Date on which such interest became due and payable, but shall be payable by the Paying Agent as follows:

(a) Not less than ten (10) days following receipt by the Paying Agent of immediately available funds in an amount sufficient to enable the Paying Agent to pay all Overdue Interest, the Paying Agent shall fix an Overdue Interest Payment Date for payment of such Overdue Interest.

(b) Such Overdue Interest Payment Date fixed by the Paying Agent shall be a date not more than twenty (20) days following the expiration of the period described in the foregoing subparagraph (a).

(c) Overdue Interest shall be paid by check or draft mailed by the Paying Agent to the persons in whose names the Warrants were registered on the Overdue Interest Payment Date.

Payment of Overdue Interest in the manner prescribed in this paragraph to the persons in whose names the Warrants were registered on the Overdue Interest Payment Date shall fully discharge and satisfy all liability for the same.

Section 15. Persons Deemed Owners of Warrants. The Board and the Paying Agent may deem and treat the person in whose name a Warrant is registered as the absolute owner thereof for all purposes; they shall not be affected by notice to the contrary; and all payments by either of them to the person in whose name a Warrant is registered shall, to the extent thereof, fully discharge and satisfy all liability for the same.

Section 16. Replacement of Mutilated, Lost, Stolen or Destroyed Warrants. In the event any Warrant is mutilated, lost, stolen or destroyed, the Board may execute and deliver a new Warrant of like tenor as that mutilated, lost, stolen or destroyed; provided that (a) in the case of any such mutilated Warrant, such Warrant is first surrendered to the Board and the Paying Agent, and (b) in the case of any such lost, stolen or destroyed Warrant, there is first furnished to the Board and the Paying Agent evidence of such loss, theft or destruction satisfactory to each of them, together with indemnity satisfactory to each of them. The Board may charge the Holder with the expense of issuing any such new Warrant.

Section 17. Denominations of Warrants as Initially Issued. The Warrants of each maturity shall be initially issued in Authorized Denominations as requested by the purchaser and registered in the names of the persons specified by the purchaser. If, for any reason, the Board is unable to prepare or cause to be prepared Warrants in the Authorized Denominations requested by the purchaser and registered in the names of the persons specified by the purchaser, the Board may deliver one Warrant for each maturity in the principal amount of such maturity, each registered in the name of the purchaser of the Warrants from the Board. Further, the Warrants shall be initially issued in book-entry only form, registered in the name of Cede & Co., the nominee of the Depository Trust Company. So long as the said book-entry only system remains in effect, all requirements for payment and presentment of the Warrants shall be subject to the standard provisions of the Depository Trust Company.

Section 18. Compliance with Certain Requirements of the Code; Designation Under Section 265 of the Code. (a) The Board will (a) in a timely manner, make all Required Rebates and take such other action as shall be necessary, under the provisions of Section 103 of the Code and any applicable regulations, to preserve the exemption of the interest on the Warrants from gross income of the recipients thereof for federal income tax purposes, and (b) refrain from taking any action that would, under the provisions of Section 103 of the Code and any applicable regulations, result in the interest on any of the Warrants being or becoming subject to gross income of the recipients thereof for federal income tax purposes. Further, the Board will not apply the proceeds from the Warrants in a manner that would cause any of the Warrants to be a "private activity bond" within the meaning of Section 141(a) of the Code.

(b) The Board understands that one of the principal inducements to the purchase of the Warrants by the Underwriter is that the interest income on the Warrants be and remain exempt from federal income taxation. Accordingly, the President of the Board is hereby authorized and directed to cause to be prepared, signed on behalf of the Board and filed with the Internal Revenue Service a Form 8038-G or other form prescribed by the Internal Revenue

Service as a condition to the exemption of the interest income on the Warrants from federal income taxation. The said President, the Secretary of the Board and the Chief School Financial Officer of the Board are each hereby authorized and directed to execute such certificates, agreements, policies, procedures, and other documents respecting the Code, as contemplated by this resolution and order, to the end that the interest income on the Warrants be and remain exempt from federal income taxation.

(c) Further, the Board designates the Warrants as "qualified tax-exempt obligations" for purposes of paragraph (b)(3)(B) of Section 265 of the Code and, in connection therewith and after due investigation and consideration, finds, determines and declares that the amount of tax-exempt obligations (other than private activity bonds) that have heretofore during the current calendar year been issued by the Board and the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds) that will be issued by the Board during the current calendar year will not exceed \$10,000,000.

Section 19. Provisions of Resolution Constitute Contract. The provisions of this resolution shall constitute a contract between the Board and the holders of the Warrants. Whenever all of the Warrants have been paid in full, then the obligations of the Board hereunder shall thereupon cease.

Section 20. Warrants Payable at Par. Each banking institution at which the Warrants shall at any time be payable, by acceptance of its duties as paying agent therefor, shall be construed to have agreed thereby with the holders of the Warrants that all remittances made by it of the principal of and interest on the Warrants shall be made in bankable funds at par and without deduction for exchange, fees or expenses. The Board agrees with the holders of the Warrants that it will pay all charges for exchange, fees or expenses which may be made by any such banking institution in the making of remittances in bankable funds of the principal of and the interest on any of the Warrants.

Section 21. Provisions of Resolution Severable. The various provisions of this resolution are hereby declared to be severable. In the event any provisions hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this resolution.

Section 22. Sale and Delivery. The Warrants are hereby sold to Raymond James & Associates, Inc. (the "Underwriter"), at and for a purchase price equal to \$10,574,987.90 (which reflects net original issue premium of \$664,987.90 and underwriting discount of \$90,000). The President and the Secretary of the Board are hereby authorized and directed to execute and deliver the Warrants to the said purchaser upon payment of the said purchase price to the Board and the action of the Superintendent in executing and delivering, for and on behalf of the Board, a warrant purchase agreement with the said purchaser is hereby ratified and confirmed in all respects. The proceeds derived from the sale of the Warrants (less

the Underwriter's discount, which shall be withheld from the sale proceeds) shall be transferred to the Paying Agent and applied solely for the purposes set forth in Section 3 hereof, as follows:

(a) such amount (if any) representing accrued interest on the Warrants shall be deposited into the Warrant Fund;

(b) the sum of \$7,584,246.88 shall be irrevocably paid to Regions Bank and held in the respective debt service funds for the Warrants to be refunded and applied to their redemption on February 1, 2015;

(c) the sum of \$1,500 shall be retained by the Paying Agent for its acceptance and initial annual fees respecting the Warrants and the refunding of the Series 2005 Warrants; and

(d) the balance of said proceeds (viz., \$2,989,241.02) shall be deposited into a special account of the Board and used to pay the costs of issuing the Warrants and acquiring and constructing the said improvements. The Board hereby authorizes and directs Regions Bank to pay certain of the said issuance expenses, out of the proceeds, according to a closing and disbursement memorandum to be provided to the said bank.

Section 23. Approval of Official Statement. The Board hereby approves and adopts the Preliminary Official Statement, dated December 1, 2014, respecting the Warrants in substantially the form submitted to the Board, a copy of which, marked Exhibit A, is attached to the minutes of the meeting of the Board at which this resolution is adopted. The Board deems the said Preliminary Official Statement to be "final" as described in SEC Rule 15c2-12(b)(1) for the purposes of such rule, subject to revision, amendment and completion in a final Official Statement. The said Exhibit A is made a part of this resolution in all respects as if set forth in full herein. In evidence of the approval by the Board of the said Official Statement in generally the form herein approved, the President of the Board (or its Vice President) is hereby authorized and directed to execute a final Official Statement, on behalf of the Board, in substantially the form of the said Preliminary Official Statement, with such changes therein and additions thereto as shall be necessary to conform to the provisions of this resolution and such other changes and additions as the President shall deem necessary and appropriate. The President is hereby authorized and directed to cause the Official Statement to be delivered to the purchaser of the Warrants.

Section 24. Authorization of Related Documents and Actions. The President (or Vice President) and the Secretary of the Board are hereby authorized and directed to execute, seal, attest and deliver such other documents and certificates and to take such other actions on behalf of the Board as may be necessary to consummate the sale and issuance of the Warrants and to carry out fully the transactions contemplated by this resolution. The President of the

Board (or its Vice President) is hereby authorized and directed to execute and deliver a Continuing Disclosure Agreement in substantially the form presented to the meeting at which this resolution is adopted (which form shall be attached as Exhibit B) and the Secretary is hereby authorized and directed to affix to the said Agreement the seal of the Board and attest the same.

Section 25. Escrow for Warrants. In addition to all other circumstances under which the Warrants are to be deemed paid, any of the Warrants shall be considered as fully paid if there shall be filed with the Board and the Paying Agent each of the following:

(a) a trust agreement between the Board and a banking corporation or national banking association making provision for the retirement of such Warrants by creating for that purpose an irrevocable trust fund sufficient to provide for payment and retirement of such Warrants (including payment of the interest that will mature thereon until and on the dates they are retired, as such interest becomes due and payable), either by redemption prior to their respective maturities, by payment at their respective maturities or by payment of part thereof at their respective maturities and redemption of the remainder prior to their respective maturities, which said trust fund shall consist of (i) United States Securities which are not subject to redemption prior to their respective maturities at the option of the issuer and which, if the principal thereof and the interest thereon are paid at their respective maturities, will produce funds sufficient so to provide for payment and retirement of all such Warrants, or (ii) both cash and such United States Securities which together will produce funds sufficient for such purpose, or (iii) cash sufficient for such purpose;

(b) a certified copy of a resolution of the Board calling for redemption those of such Warrants that, according to said trust agreement, are to be redeemed prior to their respective maturities;

(c) an opinion of nationally recognized bond counsel to the effect that the execution and effectuation of the trust agreement referred to in the preceding clause (a) will not result in subjecting the interest income on such Warrants to federal income taxation and that such Warrants will be considered fully paid and no longer outstanding hereunder; and

(d) a report of an independent firm of nationally recognized certified public accountants, or such other accountant as shall be acceptable to the Insurer, addressed to the Board, the Insurer and the Paying Agent, verifying the sufficiency of the escrow established to pay the Warrants in full according to the said trust agreement.

Section 26. Registration of Warrants in the Book-Entry Only System. The provisions of this Section 26 shall apply with respect to any Warrant registered to CEDE & CO. or any other nominee of The Depository Trust Company ("DTC") while the Book-Entry Only System is in effect and shall, during the period of their application, supersede any contrary provisions of this resolution.

The Warrants shall be issued as one fully registered warrant for each maturity in the total principal amount of such maturity. On the date of the initial authentication and delivery of the Warrants, the Warrants shall be registered in the name of CEDE & CO., as nominee of DTC as the Owner of all the Warrants. With respect to Warrants registered in the name of CEDE & CO., as nominee of DTC, the Board and the Paying Agent shall have no responsibility or obligation to any Participant (which means securities brokers and dealers, banks, trust companies, clearing corporations and various other entities, some of whom, or their representatives, own DTC) or to any Beneficial Owner (which means, when used with reference to the Book-Entry Only System, the person who is considered the beneficial owner thereof pursuant to the arrangements for book entry determination of ownership applicable to DTC) with respect to the following: (i) the accuracy of the records of DTC, CEDE & CO. or any participant with respect to any ownership interest in the Warrants, (ii) the delivery to any Participant, any Beneficial Owner or any other person, other than DTC, of any notice with respect to the Warrants, including any notice of redemption, or (iii) the payment to any Participant, or any Beneficial Owner or any other person, other than DTC, of any amount with respect to the principal or purchase price of or premium, if any, or interest on the Warrants. The Paying Agent shall pay all principal of and premium, if any, or interest on the Warrants only to or upon the order of DTC, and all such payments shall be valid and effective fully to satisfy and discharge the Board's obligations with respect to the principal of and premium, if any, and interest on such Warrants to the extent of the sum so paid. No person other than DTC shall receive a Warrant. Upon delivery by DTC to the Paying Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of CEDE & CO., the words "CEDE & CO." in this Section 26 shall refer to such new nominee of DTC.

Upon receipt by the Paying Agent of written notice from DTC to the effect that DTC is unable or unwilling to discharge its responsibilities hereunder, the Paying Agent shall issue, transfer and exchange Warrants as requested by DTC in Authorized Denominations, and whenever DTC requests the Paying Agent to do so, the Paying Agent will cooperate with DTC in taking appropriate action after reasonable notice to arrange for a substitute bond depository willing and able upon reasonable and customary terms to maintain custody of the Warrants registered in whatever name or names the Owners transferring or exchanging such Warrants shall designate, in accordance with this Section 26.

In the event the Board determines that it is in the best interests of the Beneficial Owners that they be able to obtain Warrants registered in the name of an Owner other than DTC, the Board may so notify DTC and the Paying Agent, whereupon DTC will notify the Participants, of the availability through DTC of such Warrants. In such event, upon the return by DTC of all Warrants held by DTC in the name of CEDE & CO., the Paying Agent shall issue, transfer and exchange Warrants in Authorized Denominations as requested by DTC, and whenever DTC requests the Board and the Paying Agent to do so, the Paying Agent and the Board will cooperate with DTC in taking appropriate action after reasonable notice to make available Warrants registered in whatever name or names the Beneficial Owners transferring or exchanging Warrants shall designate, in accordance with this Section 26.

Notwithstanding any other provision of this resolution to the contrary, so long as any Warrant is registered in the name of CEDE & CO., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on such Warrant and all notices with respect to such Warrant shall be made and given, respectively, to DTC as provided in their Letter of Representations.

In the event that the Book-Entry Only System pursuant to this Section 26 is discontinued, the Beneficial Owners shall be registered on the Registry Books as the Owners of the Warrants. Subsequent to the discontinuation of the Book-Entry Only System, Warrants may be registered, transferred and exchanged in accordance with the provisions of this Resolution (other than this Section 26).

Section 27. Provisions with Respect to Paying Agent. (a) Appointment of Paying Agent and Acceptance of Duties. The Paying Agent is herein designated and appointed and shall act as registrar, transfer agent and payment agent with respect to the Warrants. By the acceptance of such duties hereunder, the Paying Agent shall accept and agree to perform the duties required by this resolution, subject, however, to the following conditions:

(i) The Paying Agent shall undertake to perform such duties and only such duties as are specifically set forth in this resolution, and no implied covenants or obligations shall be read into this resolution against the Paying Agent.

(ii) In the absence of bad faith or negligence on its part, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this resolution; provided, however, that in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Paying Agent, the Paying Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this resolution.

(iii) The Paying Agent shall not be answerable for other than its gross negligence or willful default and the Paying Agent may act through its agents and attorneys with respect to any of its duties hereunder.

(iv) No provision of this resolution shall be construed to relieve the Paying Agent from liability for its own gross negligence or willful misconduct, except that no provision of this resolution shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such

funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(v) The Paying Agent may consult counsel on any matters connected herewith and shall not be answerable for any action taken or failure to take any action in good faith on the advice of counsel, provided that its action or inaction is not contrary to any express provision hereof.

(vi) The Paying Agent need not recognize a Holder of a Warrant as such without the satisfactory establishment of his title to such Warrant.

(vii) Any action taken by the Paying Agent at the request of and with the consent of the Holder of a Warrant will bind all subsequent Holders of the same Warrant and any Warrant issued hereunder in lieu thereof.

(viii) The Paying Agent may be a Holder or a pledgee of any of the Warrants as if not Paying Agent hereunder.

(ix) The Paying Agent shall not be liable for the proper application of any moneys other than those that may be paid to or deposited with it.

(x) The Paying Agent shall not be liable to pay or allow interest on any moneys to be held by it under this resolution or otherwise to invest any such moneys, except as specifically required by this resolution or as may be required by law or other written agreement between the Board and the Paying Agent.

(xi) The Paying Agent may make any investments permitted or required hereby through its own investment department and such investments issued or held by it hereunder shall be deemed investments and not deposits.

(xii) The Paying Agent shall, upon reasonable written request, inform the Board of the amount at the time on deposit in any of the special funds or accounts created hereunder.

(xiii) The recitals of fact herein and in the Warrants are statements by the Board and not by the Paying Agent, and the Paying Agent is in no way responsible for the validity or security of the Warrants or the validity of the security afforded hereby.

(b) Compensation of Paying Agent. Subject to the provisions of any separate agreement with the Paying Agent, the Board shall pay to the Paying Agent from time to time reasonable compensation for all services rendered by it under this resolution, including its services as registrar and paying agent for the Warrants, and also all its reasonable expenses, charges, counsel fees, costs and expenses, and other disbursements and those of its attorneys, agents and employees, incurred in and about the performance of its duties hereunder. If the Paying Agent is required by a governmental agency or court proceeding initiated by a third party to undertake efforts beyond that which is set forth herein but related thereto (other than due to the Bank's negligence or willful misconduct), the Bank shall notify the Board of the same in writing and the Board shall promptly pay the Paying Agent for such extraordinary fees, costs and expenses (including reasonable attorney's fees, costs and expenses) reasonably and necessarily incurred in connection therewith.

Section 28. Call for Redemption of Called 2005 Warrants. (a) Acting pursuant to the resolution of the Board (the "Series 2005-A Warrants Resolution"), authorizing issuance of the Series 2005 Warrants, the Board does hereby elect to redeem and pay and does hereby call for redemption and payment, on February 1, 2015, those of the Series 2005-A Warrants having stated maturities in 2016 and thereafter (the "Called 2005-A Warrants"), the redemption of each such Called 2005-A Warrant herein called for redemption to be effected at and for a redemption price equal to the principal amount to be redeemed. Regions Bank, in its capacity as paying agent for the Series 2005-A Warrants (the "2005-A Paying Agent"), is hereby authorized and directed to give notice of the redemption of the Called 2005-A Warrants, in accordance with the provisions of the Series 2005-A Warrants Resolution, and to take all such actions as are necessary or desirable to effect the redemption of the Called 2005-A Warrants on February 1, 2015.

(b) Acting pursuant to the resolution of the Board (the "Series 2005-B Warrants Resolution"), authorizing issuance of the Series 2005-B Warrants, the Board does hereby elect to redeem and pay and does hereby call for redemption and payment, on February 1, 2015, those of the Series 2005-B Warrants having stated maturities in 2016 and thereafter (the "Called 2005-B Warrants"), the redemption of each such Called 2005-B Warrant herein called for redemption to be effected at and for a redemption price equal to the principal amount to be redeemed. Regions Bank, in its capacity as paying agent for the Series 2005-B Warrants (the "2005-B Paying Agent"), is hereby authorized and directed to give notice of the redemption of the Called 2005-B Warrants, in accordance with the provisions of the Series 2005-B Warrants Resolution, and to take all such actions as are necessary or desirable to effect the redemption of the Called 2005-B Warrants on February 1, 2015.