ST. CLAIR COUNTY BOARD OF EDUCATION BOARD MEETING

ASHVILLE HIGH SCHOOL

April 20, 2015

The meeting of the St. Clair County Board of Education was held on Monday, April 20, 2015. The board meeting began at 6:00 pm at Ashville High School with the following board members in attendance:

Scott Suttle Marie Manning Randy Thompson Allison Gray Terry Green

The following individuals were also in attendance:

Patti Johnson Philip Guinn Rusty St. John Greg Cobb Lisa Self Lisa Love
Tonya Hanson Allen Crowe Angie Cornutt Baisha Woody Eloise Williams

- **1.** President Scott Suttle called the meeting to order.
- **2.** A quorum of the board was present. Mrs. Cobb and Mr. DeGaris were absent. All other board members were in attendance.
- **3.** Ms. Seals recommended approval of the agenda with the following additions: 8,F Personnel Addendum, 12, a bid for the Renovations of Locker Rooms at Ashville High School and 13, to consider the approval of a General Sales Contract with Gene Keith for the purchase of certain real property located in Springville. She also recommended removing item 1,D from 8,A on the Personnel Agenda. Mrs. Manning made the motion to accept the agenda as recommended and Mr. Thompson gave the second. All members voted YES.
- **4.** Ms. Seals recommended approval of the Consent Agenda. Mrs. Gray made the motion and Mr. Thompson gave the second. All members voted in favor of the Consent Agenda.
 - A. Minutes-March 16, 2015
 - B. Disposition of Fixed Assets-April 2015
 - C. Reading of New and Revised Policies
 - 1. 3.44 Equal Opportunity
 - 2. 4.43 Field Trips
 - 3. 9.61 Guidelines for Use of Volunteers in Extracurricular Activities
 - D. Travel
 - OMS-Selected faculty member(s) to travel on June 23-26, 2015 to Destin, FL to attend the Nuts and Bolts Symposium. Expenses will be paid with federal, local and individual funds.
 - OMS-Selected faculty member (s) to travel on July 8-11, 2015 to Atlanta, GA to attend the Joy of Singing Workshop. Expenses will be paid from Title 1 funds.
 - 3. OMS-Selected faculty member(s) to travel on June 21-27, 2015 to Lexington, KY to attend the Teaching Guitar Workshop. Expenses will be paid with Title 1 funds.
 - 4. AHS-Selected faculty member(s) and Scholars' Bowl Team to travel on April 24-26, 2015 to Atlanta, GA to attend the NAQT Small School National Championship Tournament. Students will pay their own expenses.
 - 5. System Wide-Selected faculty members to travel on April 10-11, 2015 to Atlanta, GA to attend the Everything Applique Conference. Expenses will be paid by the Perkins Grant.
 - 6. MHS-Selected faculty member(s) to travel on June 14-19, 2015 to Punxsutawney, PA to attend the NRAEF (National Restaurant Association Educational Foundation) Summer Institute. Expenses will be paid by the Perkins Grant.
 - 7. MHS-Selected faculty member(s) and students to travel on April 20, 2015 to Atlanta, GA to attend the Human Bodies Exhibit. Students will pay their own expenses.
 - 8. RHS-Selected faculty member(s) and softball team to travel on May 7-8, 2015 to Tuscaloosa, AL to compete in the AHSAA Regionals and will possibly travel on May 13-15, 2015 to Montgomery, AL to compete in the AHSAA State Tournament. Students will pay their own expenses.
 - 9. System Wide-Selected faculty member(s) and Student Council Members to travel on April 19-20, 2015 to Birmingham, AL to attend the Alabama Student Council Association's 2015 Conference. Students will pay their own expenses.
 - 10. OMS-Selected faculty member(s) and basketball team to travel on May 20-22, 2015 to Alpine, AL to attend Camp Cosby. Students will pay their own expenses.
 - 11. SCCHS-Selected faculty member(s) and Sr. Beta Club students to travel on April 9-10, 2015 to Birmingham, AL to attend the Sr. Beta Club Convention. Students will pay their own expenses.
 - 12. SCCHS-Selected faculty member(s) and students to travel on April 24, 2015 to Chattanooga, TN to visit Ruby Falls. Students will pay their own expenses.
 - 13. SCCHS-Selected faculty member(s) and Anatomy Class to travel on April 29, 2015 to Atlanta, GA to visit the Human Bodies Exhibit. Students will pay their own expenses.
 - 14. SCCHS-Selected faculty member(s) to travel on March 31-April 3, 2015 to Parris Island, SC to attend the 2015 Marines Educator Workshop. Expenses will be paid by the Marines.
 - 15. AHS-Selected faculty member(s) and Archery Team to travel on May 8, 2015 to Louisville, KY to participate in the NASP (National Archery Competition). Travel expenses will be provided through fund raisers and students.
 - 16. SCCHS-Selected faculty member(s) and math and science students to travel on May 1, 2015 to Six Flags Over Georgia's Math and Science Day. Students will pay their own expenses.

5. Recognition

Name	School	Award
Kevin Hathcock	Central Office	2015 Sue B. Adams Award- Alabama Association of Prevention and Support Services
		Conference (AAPASS)
Kevin Walsh		Youth Leadership Development Program
Archery Team	AHS	3 rd Place 2015 Alabama Archery in the Schools State Championship
		1st Place Regional 2015 Regional Archery Tournament
		They will be competing in May at the 2015 NASP National Championship in Louisville.
Archery Team	AMS	1 st Place-2015 NASP State Archery Middle School Championship
		They will be competing in May for the 2015 NASP National Championship in Louisville.
Grace Cunningham		Overall female shooter in all age groups by shooting a 288. She won a free bow for being the top overall female shooter.

6. The following audience members addressed the board:

A. Mr. Phillip Guinn said that he wanted to address an incident regarding, board member, John DeGaris. He said they were at a community breakfast where a new state board member was being recognized and that Mr. DeGaris approached him using inappropriate language and said that he hoped that he and his family died in a car wreck that day. Mr. Guinn then said that he has been in education for over 10 years and knows the protocol and if he had said something like that to a student, parent or community liaison, his position would be reprimanded immediately. He said the Mr. DeGaris was in a professional setting representing the St. Clair County Board of Education and the community of Springville. He said because of his unprofessional, aggressive, unapologetic and bullying behavior, he is asking for his resignation and for the support of the board. He said that this was a form of bullying. He said that the board's position and as elected officials, it is their job to prevent bullying and to set examples for kids. He said that bullying is unacceptable. He said that he was not going to let the incident be swept under the rug or worry about his wife and kids being approached by Mr. DeGaris in the community. He said that he was there to ask Mr. DeGaris, who is not in attendance, to resign his position on the St. Clair County Board of Education and to take responsibility for his actions. He then asked the board members to personally call for his resignation.

Mr. Suttle said at this point the board does not generally comment or address issues presented by audience members but he said that he was aware of this incident. He said, as Mr. Guinn had stated, that Mr. DeGaris was not in attendance. He said that he has spoken to other board members and verified the facts as given. Mr. Suttle said that he apologizes profusely for the actions of another board member and said that he is sorry that Mr. DeGaris is not there to hear his comments. As chairman, he wishes that he could do more. He then said that he would like to move that the following resolution from the *St. Clair County Board of Education state that they are grieved by the actions of its member, John DeGaris, towards Phillip Guinn on or about March 18, 2015, and as this Board never condones demeaning or disrespectful conduct from the Board, administrators, faculty, or students, the Board hereby offers its most sincere and wholehearted apologies to Phillip Guinn for the actions of its member, John DeGaris.* A second was given by Mr. Thompson and all members voted in favor of the resolution. Mr. Suttle then apologized again and stated that a written copy of this resolution would be presented to Mr. Guinn from the superintendent's office. (A signed copy of this resolution will follow these minutes).

B. Ms. Tanya Hanson said that she was having problems with Ashville Elementary School. She said they were sending letters to her child's doctor asking for medication for her. She feels that this is not appropriate. She said that she has talked to the principal and Mrs. Seals.

7. Financial Reports presented by Laura Nance for March 2015:

- A. Bank Reconciliation
- B. Other Financial Reports

8. A-F. Ms. Seals recommended approval of the Personnel Agenda with the removal of item 1,D and all personnel items 8A-8F to be combined and voted on in one vote. Mr. Thompson made the motion to accept the recommendation and Mrs. Gray gave the second. Mrs. Manning abstained from the vote. All other members voted YES.

ST. CLAIR COUNTY BOARD OF EDUCATION

BOARD MEETING

ASHVILLE HIGH SCHOOL

April 20, 2015 PERSONNEL AGENDA

 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
Α	Corey Young	Transportation	Mechanic	240 days (less amount due to late start)	Transportation	April 23, 2015
В	Michael Hathorn	RHS	Teacher	187 days	Foundation	First day of School
						2015-2016 School
						Year
C	Michael Hathorn	RHS	Head Football	Head coaching responsibilities begin	Local	2015-2016 School
			Coach	April 23, 2015, pay begins start of		Year
			(15 additional	school year		
			days)			
D				**Item removed from the agenda**		
Е	Shannon Lynn	AHS	CNP 7 hour	184 days (less amount due to late start)	CNP	April 23, 2015
	Carter		worker			

2. RESIGNATIONS

	Employee	Worksite	Position	Effective Date
Α	Susan Nicely	OMS	Teacher	May 31, 2015
В	Ricky Parker	ECTC	Vocational School Bus Route (does not affect regular bus route)	April 30, 2015
C	Jonathan Nix	RHS	Teacher & Coach	July 31, 2015
D	Deanna Rice	AHS	Resign as Varsity & JV Cheer Sponsor (does not affect teaching position)	April 16, 2015

3. RETIREMENTS

	Employee	Worksite	Position	Effective Date
Α	Adelia Barnwell	AHS	Teacher	June 1, 2015
В	Polly Caldwell	RHS	Teacher	June 1, 2015
C	Tracie S. Morris	OES	Teacher	June 1, 2015
D	Pamela Browning	OES	Library Media	June 1, 2015
Е	Susan Foreman Steadman	OIS	Teacher	June 1, 2015
F	Donna T. Smith	SES	Teacher	June 1, 2015
G	Dorothy Jernigan	SES	Teacher	June 1, 2015
Н	Susan B. Bowlin	SES	Teacher	June 1, 2015
I	Patsy Ford	RHS	Teacher	June 1, 2015
J	Pearlie Woods	AHS	CNP Worker	June 1, 2015
K	Margaret H. Alverson	SMS	CNP Worker	June 1, 2015
L	Cheryl M. Saruse	SES	Bus Driver	June 1, 2015
M	Thelma Regina Parnell	RHS	Teacher	June 1, 2015
N	James H. Montgomery	SMS	Teacher	June 1, 2015
О	Deborah Cook Wilson	MES	Teacher	June 1, 2015
P	Julie E. Wallace	SES	Teacher	June 1, 2015

4. TRANSFERS

	Employee	Previous Contract	New Contract	Effective Date
Α	Constance Keith (voluntary transfer)	CNP Worker (7 hour) at SCCHS	CNP Worker (7 hour) at SMS	April 21, 2015

5. LEAVES

	Employee	Worksite	Position	Type of Leave	Effective Date
Α	Alisha Johnson	MAES	Teacher	Medical (not eligible for FMLA)	April 24, 2015 - May 27, 2015
В	Deborah B. Parsons	OMS	Aide	Catastrophic & FMLA	March 20, 2015 – May 27, 2015
С	Jerry Spurgeon	CO	Custodian	Medical (not eligible for FMLA)	February 2, 2015 - February 23, 2015

6. SUBSTITUTES

		v.							
		Employee		Position	Effective Date				
Ī	Α	Cynthia Hutcherson	SW	Substitute Nurse	April 21, 2015				

7. MIGRANT

	Employee	Worksite	Position	Terms of Employment	Funding	Effective Date
Α	Cynthia McDaniel	SJHS	Classroom Teachers	\$25 per hour	Migrant	June-July 2015
В	Amber Harris					
C	Lisa Richie					

			p.m	20, 2015		
D	Helen Sweatt					
E	Beth Lambert					
F	Adrian Ward					
G	Lori Young					
H	Esther Ford					
I	Karen Freeman	SJHS	EL Teacher	\$25 per hour	Migrant	June-July 2015
J	Danny Wise	SJHS	Health & Fitness	\$25 per hour	Migrant	June-July 2015
			Teacher			
K	Sharron Gibson	SJHS	Math Coach	\$25 per hour	Migrant	June-July 2015
L	Laven Abercrombie	SJHS	Bilingual Adult Aides	\$20 per hour	Migrant	June-July 2015
M	Melissa Duarte					
N	Doris Martin	SJHS	Custodial Aide	\$15 per hour	Migrant	June-July 2015
О	Belynda Sims	SJHS	Bus Driver	Driver's daily rate of pay	Migrant	June-July 2015
P	Belynda Sims	SJHS	Field Trip Bus Driver	Driver's daily rate of pay	Migrant	June-July 2015
Q	Danny Wise					
R	Danny Wise	SJHS	Substitute Bus Driver	\$60 per day	Migrant	June-July 2015
S	Melissa Adkins	SJHS	Reading Coach	\$25 per hour	Migrant	June-August 2015
T	Faith Burns	SJHS	Technology	\$25 per hour	Migrant	June-September 2015
			Teacher/Contact			
U	Faustina Pantoja	SJHS	Bilingual Aides	\$20 per hour	Migrant	June-October 2015
V	Maria Mendez					
W	Gabriella Wages					
X	Mariola Noguera	SJHS	Bilingual	\$20 per hour	Migrant	June-October 2015
			Translator/Aide			
Y	Matthew W. Loggins	ECTC	Welding Teacher	\$25 per hour	Migrant	June-October 2015
Z	Marcus Graves	ECTC	Carpentry Teacher	\$25 per hour	Migrant	June-October 2015
AA	Janice Scott	ECTC	Cosmetology Teacher	\$25 per hour	Migrant	June-October 2015
BB	Wendy Phillips	ECTC	APEX Teacher	\$25 per hour	Migrant	June-October 2015
CC	David Springer	ECTC	Twilight School	\$30 per hour	Migrant	June-October 2015
			Migrant Program			
			Director			

8. EXTENDED DAY

	Employee	Worksite	Position	Terms of Employment	Funding	Effective Date
Α	Mary Evelyn Coker	AES	Teacher	\$17 per hour	Student Tuition	May 22, 2015
В	Tammy Cluck Wheeler	AES	Adult Aide	\$12 per hour	Student Tuition	May 22, 2015
C	Shannon Carter	AES	Site Director	\$20 per hour	Student Tuition	May 22, 2015
D	Sharon Cater	AES	Teacher	\$17 per hour	Student Tuition	May 22, 2015
Е	Debra Hill	AES	Teacher	\$17 per hour	Student Tuition	May 22, 2015
F	Angie McHugh	AES	Teacher	\$17 per hour	Student Tuition	May 22, 2015
G	Sally Day	AES	Adult Aide	\$12 per hour	Student Tuition	May 22, 2015
Н	Leslie Bolin	OES	Site Director	\$20 per hour	Student Tuition	May 22, 2015
I	Andrew Bolin	OES	Adult Aide	\$12 per hour	Student Tuition	May 22, 2015
J	Kaila Brown	OES	Adult Aide	\$12 per hour	Student Tuition	May 22, 2015
K	Levi Dorsett	OES	Adult Aide	\$12 per hour	Student Tuition	May 22, 2015
L	Lisa Love	OES	Adult Aide	\$12 per hour	Student Tuition	May 22, 2015
M	Erika Meredith	OES	Adult Aide	\$12 per hour	Student Tuition	May 22, 2015
N	Doreen Sima	OES	Adult Aide	\$12 per hour	Student Tuition	May 22, 2015
О	Kelli Sanders	OES	Adult Aide	\$12 per hour	Student Tuition	May 22, 2015
P	Matthew Morrison	OES	Student Aide	\$9 per hour	Student Tuition	May 22, 2015
Q	Michael Morrison	OES	Student Aide	\$9 per hour	Student Tuition	May 22, 2015
R	Leon Reese IV	OES	Student Aide	\$9 per hour	Student Tuition	May 22, 2015
S	Savannah Robertson	OES	Student Aide	\$9 per hour	Student Tuition	May 22, 2015
T	Cindy Turberville	MES	Site Director	\$20 per hour	Student Tuition	May 22, 2015
U	Jason Tuggle	MES	Teacher	\$17 per hour	Student Tuition	May 22, 2015
V	Scott Thompson	MES	Teacher	\$17 per hour	Student Tuition	May 22, 2015
W	Shaye Garst	MES	Teacher	\$17 per hour	Student Tuition	May 22, 2015
X	Brittany Pentecost	MES	Teacher	\$17 per hour	Student Tuition	May 22, 2015
Y	Brittany Mordecai	MES	Teacher	\$17 per hour	Student Tuition	May 22, 2015
Z	Ainsley Fraser	MES	Teacher	\$17 per hour	Student Tuition	May 22, 2015
AA	Tracy Garcia	MES	Teacher	\$17 per hour	Student Tuition	May 22, 2015
BB	Joni Crowe	MES	Teacher	\$17 per hour	Student Tuition	May 22, 2015
CC	Michele Parker	MES	Teacher	\$17 per hour	Student Tuition	May 22, 2015
DD	Sara Fuller	MES	Teacher	\$17 per hour	Student Tuition	May 22, 2015
EE	Sarah Goodner	MES	Teacher	\$17 per hour	Student Tuition	May 22, 2015

April 20, 2015

FF	Jordan Owens	MES	Teacher	\$17 per hour	Student Tuition	May 22, 2015
GG	Lauren Grunda	MES	Teacher	\$17 per hour	Student Tuition	May 22, 2015
HH	Shane Parker	MES	Teacher	\$17 per hour	Student Tuition	May 22, 2015
II	Shane Traylor	MES	Teacher	\$17 per hour	Student Tuition	May 22, 2015
JJ	Holly Thompson	MES	Teacher	\$17 per hour	Student Tuition	May 22, 2015
KK	Tracy Ann Reece	SES	Site Director	\$20 per hour	Student Tuition	May 22, 2015
LL	Jennifer Gasque	SES	Teacher	\$17 per hour	Student Tuition	May 22, 2015
MM	Lesley Bearden	SES	Teacher	\$17 per hour	Student Tuition	May 22, 2015
NN	Amanda Black	SES	Teacher	\$17 per hour	Student Tuition	May 22, 2015
OO	Lisa Cohron	SES	Teacher	\$17 per hour	Student Tuition	May 22, 2015
PP	Sandra Debter	SES	Teacher	\$17 per hour	Student Tuition	May 22, 2015

	Employee	Worksite	Position	Terms of Employment	Funding	Effective Date
QQ	Angela DuPre	SES	Teacher	\$17 per hour	Student Tuition	May 22, 2015
RR	Tanya Hardiman	SES	Teacher	\$17 per hour	Student Tuition	May 22, 2015
SS	Heather Lawley	SES	Teacher	\$17 per hour	Student Tuition	May 22, 2015
TT	Matt Loggins	SES	Teacher	\$17 per hour	Student Tuition	May 22, 2015
UU	Amy McMurrey	SES	Teacher	\$17 per hour	Student Tuition	May 22, 2015
VV	Anetra Montgomery	SES	Teacher	\$17 per hour	Student Tuition	May 22, 2015
WW	Traci Putman	SES	Teacher	\$17 per hour	Student Tuition	May 22, 2015
XX	Kerry Phillips	SES	Teacher	\$17 per hour	Student Tuition	May 22, 2015
YY	Carla Richardson	SES	Teacher	\$17 per hour	Student Tuition	May 22, 2015
ZZ	Jill Robinson	SES	Teacher	\$17 per hour	Student Tuition	May 22, 2015
AAA	Jacob Edwards	SES	Adult Aide	\$12 per hour	Student Tuition	May 22, 2015
BBB	Dalton Leopard	SES	Adult Aide	\$12 per hour	Student Tuition	May 22, 2015
CCC	John David Nolan	SES	Adult Aide	\$12 per hour	Student Tuition	May 22, 2015
DDD	Bailey Barnett	SES	Student Aide	\$9 per hour	Student Tuition	May 22, 2015
EEE	Kylee Kimbrough	SES	Student Aide	\$9 per hour	Student Tuition	May 22, 2015
FFF	Hannah Loggins	SES	Student Aide	\$9 per hour	Student Tuition	May 22, 2015
GGG	Jacob Wise	SES	Student Aide	\$9 per hour	Student Tuition	May 22, 2015
HHH	Zandra Hyatt	SW	Sub Bus Driver	\$10 per hour	Student Tuition	May 22, 2015
III	Dwayne Banks	SW	Sub Bus Driver	\$10 per hour	Student Tuition	May 22, 2015
JJJ	Kelley Peoples	MAES	Site Director	\$20 per hour	21st CCLC Funds	June 1-30 2015
KKK	Alicia Keenum	MAES	Teacher	\$17 per hour	21st CCLC Funds	June 1-30 2015
LLL	Bethany Haynie			1		
MMM	Bret Owens					
NNN	Courtney Self					
000	Lauren Day					
PPP	Stephanie Tirey					
QQQ	Lillian Walton					
RRR	Kim Phillips					
SSS	Camille McIntyre	MAES	Adult Aides	\$12 per hour	21st CCLC Funds	June 1-30 2015
TTT	Marissa Blandamer					
UUU	Ashley Lee					
VVV	Wendy Frederick					
WWW	David Palmer					
XXX	Tina Palmer					
YYY	Kristy McNutt					
ZZZ	Jamie Robinson Ryan Daniels	MAES	Student Aides	¢0 man hayın	21st CCLC Funds	June 1-30 2015
AAAA BBBB	Macy Moon	MAES	Student Aides	\$9 per hour	21st CCLC Funds	June 1-30 2015
CCCC	Hunter Armstrong					
DDDD	Leigh Ann Murray	MAES	Bus Driver	\$10 per hour	21st CCLC Funds	June 1-30 2015
EEEE	Wendy Foster	MAES	Dus Driver	\$10 per nour	21St CCLC Funds	Julie 1-30 2013
FFFF	Carol Strickland	MAES	Bus Driver Sub	\$10 per hour	21st CCLC Funds	June 1-30 2015
LLLL	Carol Strickland	MAES	Dus Driver Sub	\$10 per nour	21St CCLC runds	Julie 1-30 2013

9. SUPPLEMENTS and ADDITIONAL PROGRAMS (Temporary)

	Employee	Worksite	Position	Terms of Employment	Funding	Effective Date
Α	Michele Rodgers	AMS/SJHS	SJHS Cheer Sponsor –	Split \$1,100 supplement	Local	2015-2016 School Year
В	Angela Preston		1 sport			
С	Keri Moore	MAES	Homebound Teacher	\$30 per hour	IDEA/Local	2014-2015 School Year
D	Adrianne Dodgen	ECTC	Summer School	\$200 per day (up to 27 days	Summer School	May 28, 2015 – July 8,
			Administrator	possible)	Fees	2015

ST. CLAIR COUNTY BOARD OF EDUCATION

BOARD MEETING

ASHVILLE HIGH SCHOOL

April 20, 2015

Е	Chris Conner	ECTC	Summer School	\$140 per day (up to 27 days	Summer School	May 28, 2015 – July 8,
F	Jan Murry		Teacher	possible)	Fees	2015
G	Jill Tidmore	ECTC	Summer School APEX	\$125 per day (up to 27 days	Summer School	May 28, 2015 – July 8,
			Lab aide	possible)	Fees	2015
Н	Marcus Graves	ECTC	Summer School	\$140 per day as needed	Summer School	May 28, 2015 – July 8,
I	Catrina Cedotal		Teacher Substitutes		Fees	2015
J	Leanne Ford					
K	David Springer					
L	Marcus Graves	ECTC	Summer School APEX	\$125 per day as needed	Summer School	May 28, 2015 – July 8,
M	Catrina Cedotal		Lab Aide Substitutes		Fees	2015
N	Leanne Ford					
O	David Springer					
P	Keri Moore	OIS	ESY-A Special	\$30 per hour	IDEA	June 9-18, 2015
Q	Merrie Golden		Education Teachers			June 23-30 & July 1-2,
R	Kimberly Harrison					2015
S	Jennifer Cox					
T	Alicia Howard					
U	Nancy Lewis	OIS	ESY-A	\$20 per hour	IDEA	June 9-18, 2015
V	Velinda Bailey		Paraprofessionals			June 23-30 & July 1-2,
W	Nancy Howard					2015
X	Renae Buckner					
Y	Jennifer Goff					
Z	Michelle Phillips					
AA	Lisa Petitt					
BB	Justin Arnold					
CC	Doreen Sima					
DD	Kim Brasher					
EE	Sharon Cater	OIS	ESY-B Special	\$30 per hour	IDEA	June 8-11 & June 15-18,
FF	Sandra Debter		Education Teachers			2015
GG	Connie Ray					
HH	Linda Anderson					
II	Heather Lee					
JJ	Amanda Lipscomb					
KK	Amanda Parsons					

9. SUPPLEMENTS and ADDITIONAL PROGRAMS (Temporary) Continued

	Seri Benerits and institution that it of the portary communica						
	Employee	Worksite	Position	Terms of Employment	Funding	Effective Date	
LL	Rhonda Mundy	OIS	ESY-B Paraprofessionals	\$20 per hour	IDEA	June 8-11 & June 15-18, 2015	
MM	Robin Abernathy						
NN	Tammy Cluck Wheeler						
OO	Julie Hutcheson						
PP	Lisa Swindall						
QQ	Fanci Benefield						
RR	Mary Morrow	OIS	ESY Art Teacher	\$30 per hour	IDEA	June 8-11 & June 15-18, 2015	
SS	Kayla Payne	OIS	ESY Speech Pathologist	\$30 per hour	IDEA	June 8-11 & June 15-18, 2015	
TT	Shane Parker	OMS	Assistant Principal	Add additional 15 days	Local	Summer 2015	
UU	Emily Davis	SCCHS	21st Century Grant Writer	\$1.000	Local	2012	

ST. CLAIR COUNTY BOARD OF EDUCATION

BOARD MEETING

ASHVILLE HIGH SCHOOL

April 20, 2015

8.B. Addition to the Migrant Program Salary Schedule:

Migrant Program					
Program Director				\$30.00/hour	
Recruiter				\$30.00/hour	
Translator				\$20.00/hour	
Teacher				\$25.00/hour	
Reading Coach				\$25.00/hour	
Computer Teacher				\$25.00/hour	
EL Teacher				\$25.00/hour	
Bilingual Adult Aide				\$20.00/hour	
Bilingual Student Aide				\$15.00/hour	
Computer Aide				\$20.00/hour	
Adult Aide				\$15.00/hour	
Custodian Helper				\$15.00/hour	
Bus Driver				Driver's daily rate of pay	
Field Trip Bus Driver				Driver's hourly rate of pay	
Substitute Bus Driver				\$60.00/day	
Lunchroom Worker				\$17.00/hour	
Migrant Director Designee				\$1000.00/Supplement	

- 8.C. Job Description-Bilingual Student Aide
- 8.D. Job Description-Migrant Program Director Designee
- 8.E. Job Description-Migrant Program Director

(A copy of these job descriptions will follow these minutes)

8.F. Personnel Addendum

PERSONNEL ADDENDUM

1. CHANGE OF CONTRACT

	Employee	Previous Contract	New Contract	Funding	Effective Date
Α	Francine Whisenhunt (voluntary)	CNP 8 hour worker at MMS	CNP 6 hour worker at MMS	CNP	April 21, 2105
В	Susan Smith (voluntary)	CNP 4 hour worker at MMS	CNP 6 hour worker at MMS	CNP	April 21, 2015

2. RETIREMENTS

	Employee	Worksite	Position	Effective Date
Α	Joseph C. Smith	SHS	Teacher	June 1, 2015
В	Barbara W. Smith	SES	Teacher	June 1, 2015

3. EXTENDED DAY

		Employee	Worksite	Position	Terms of Employment	Funding	Effective Date
Α	L.	Hannah Moore	AES	Adult Aide	\$12 per hour	Student Tuition	May 22, 2015
В		Marrin Cater	AES	Adult Aide	\$12 per hour	Student Tuition	May 22, 2015
C		Colby Christian	OES	Adult Aide	\$12 per hour	Student Tuition	May 22, 2015
D)	Meredith Sherrell	OES	Adult Aide	\$12 per hour	Student Tuition	May 22, 2015
Е		Davida Arnold	SES	Adult Aide	\$12 per hour	Student Tuition	May 22, 2015
F		Taylor Mclean	SES	Adult Aide	\$12 per hour	Student Tuition	May 22, 2015
G	ŗ	Krista Rohrabaugh	SES	Adult Aide	\$12 per hour	Student Tuition	May 22, 2015

OTHER NOTIFICATIONS NOT NEEDING BOARD APPROVAL

This section is posted for informational purposes only and did not require board approval

	Employee	Worksite	Position		
1	Shelly McCoy	SMS	Teacher	FMLA	April 30, 2015 – May 27, 2015
2	Sandra Bailey	MES	Teacher	FMLA	February 16, 2015 – March 6, 2015
3	Amy Martin	CO	Bookkeeper	FMLA	May 18, 2015 – June 8, 2015
4	Amanda Campbell	OES	Teacher	FMLA	May 4, 2015 – May 27, 2015
5	Deborah B. Parsons	OMS	Aide	FMLA	March 20, 2015 – May 27, 2015

9. Ms. Seals recommended approval of the bid for the Partial Reroofing of Odenville Middle School, Architect's Job No. 15-08. Mrs. Manning made the motion to accept the recommendation and Mrs. Gray gave the second. All members voted YES. The low bid was awarded to Interstate Roofing.

Description	Surety Company	Base Bid
Interstate Roofing, Inc. Montgomery	International Fidelity Insurance	132,700.00
GKL Companies, Inc. Rainbow City	International Fidelity Insurance	142,000.00
Alabama Roofing & Sheet Metal Co. Anniston	Western Surety	144,000.00
Standard Roofing of Montgomery Montgomery	Western Surety	153,887.00

10. Ms. Seals recommended approval of the bid for the Partial Reroofing of Odenville Intermediate School, Architect's Job No. 15-09. Mr. Thompson made the motion to accept the recommendation and Mrs. Gray gave the second. All members voted YES. The low bid was awarded to GKL Companies, Inc.

Description	Surety Company	Base Bid
GKL Companies, Inc. Rainbow City	International Fidelity Insurance	98,500.00
Johns and Kirksey, Inc. Tuscaloosa	Western Surety	105,500.00
Alabama Roofing & Sheet Metal Co. Anniston	Western Surety	112,000.00
Standard Roofing of Montgomery Montgomery	Western Surety	127,418.00 *+8,000.00 135,418.00
Interstate Roofing, Inc. Montgomery	International Fidelity Insurance	139,900.00

April 20, 2015

- **11.** Ms. Seals recommended approval of the 2015-2016 St. Clair County School Calendar. Mrs. Manning made the motion to accept the recommendation and Mr. Thompson gave the second. All members voted YES. (A copy of the calendar will follow these minutes)
- **12.** Ms. Seals recommended approval of the base bid for the Renovations of Locker Rooms at Ashville High School, Architect's Job No. 14-79. Mrs. Manning made the motion to accept the recommendation and Mr. Thompson gave the second. All members voted YES. The low bid was awarded to Douglas Built, LLC.

Description	Surety Company	Base Bid	Alt. No. 1 – Add Additional Fire Alarm Construction
Douglas Built, LLC Vincent	Merchant's National Bonding	466,157.00	43,586.00
M.J. Brooks & Son Construction, Inc. Sylacauga	The Gray Casualty & Surety	491,000.00 *-9,200.00 481,800.00	40,000.00 <u>*-7,500.00</u> 32,500.00
Metro D Construction, LLC Talladega	Travelers	575,000.00 *-85,617.00 489,383.00	34,000.00
B&B Quality Construction, Inc. Trussville	NGM	522,022.00 *-26,038.00 495,984.00	16,545.00 *+15,000.00 31,545.00
RS Construction, LLC Trussville	NO BID		

13. Ms. Seals recommended approval to consider the approval of a General Sales Contract with Gene Keith for the purchase of certain real property located in Springville. Mr. Green made the motion to accept the recommendation and Mrs. Gray gave the second. All members voted YES.

14. Board Member Comments:

A. Several board members stated how proud they were of Ashville's Archery Teams.

15. Superintendent comments:

Ms. Seals said that she was proud of the Ashville Archery Teams. She also said that she was proud of Kevin Hathcock and his award. She said that their partnership with Dr. Kevin Walsh is very valuable and that the first year with the program our students received more scholarships than any other students in the state. She said that the scholarships were given for character and leadership abilities. She also said that the St. Clair County Culinary Team did very well for their first year especially since they were cooking on hot plates in a classroom. She said that she is very proud of them.

- **16.** Announce next board meeting- Next regular board meeting-Monday, May 18, 2015 at 6:00 p.m. at the central office.
- **17.** President Scott Suttle recommended approval to adjourn. Mr. Thompson moved to approve the recommendation.

Approved the 18th day of May, 2015	
	Board Presiden
	Board Secretar

RESOLUTION NO. 2015-2

A RESOLUTION OF APOLOGY TO PHILLIP GUINN

NOW, THEREFORE, BE IT RESOLVED that the St. Clair County Board of Education is grieved by the actions of its member, John Degaris, towards Phillip Guinn on or about March 18, 2015, and as this Board never condones demeaning or disrespectful conduct from the Board, administrators, faculty, or students, the Board hereby offers its most sincere and wholehearted apologies to Phillip Guinn for the actions of its member, John Degaris.

ADOPTED AND APPROVED this the 20th day of April, 2015.

Board President

ATTEST:

PROPERTY Disposition		
Disposition		
	April 2015	
	7.02010	
Control #	Item Description	School
00 02 0249	UD Lanton	Control Office
09-02-0248	HP Laptop	Central Office
13184	Acer Notebook	SMS
13178	Acer Notebook	SMS
12762	Mid Level Computer	AES
12763	Mid Level Computer	AES
12766	Mid Level Computer	AES
12768-12772	Mid Level Computer	AES
12776	Mid Level Computer	AES
12779	Mid Level Computer	AES
12780	Mid Level Computer	AES
12784	Mid Level Computer	AES
12789	Mid Level Computer	AES
12791	Mid Level Computer	AES
12792	Mid Level Computer	AES
12794	Mid Level Computer	AES
12795	Mid Level Computer	AES
12802	Mid Level Computer	AES
12807	Mid Level Computer	AES
12811	Mid Level Computer	AES
12764	Mid Level Computer	AES
1514	Rockwell Radial Arm	AHS
1532	Saw Rockwell Lathe	AHS
1538	Rockwell Planer	AHS
09-02-0069 thru 09-02-0071	Fujitsu laptop	MHS/ECTC
09-02-0073 thru 09-02-0077	Fujitsu laptop	MHS/ECTC
09-02-0079 thru 09-02-0083	Fujitsu laptop	MHS/ECTC
09-02-0085 thru 09-02-0093	Fujitsu laptop	MHS/ECTC

EQUAL OPPORTUNITY

3.44

- I. No person shall, on the basis of race, color, religion, gender, age, ethnicity, marital status, disability if otherwise qualified, political or religious beliefs, national origin, social and family background, or on the basis of the use of a language other than English, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity, or in any employment conditions or practices conducted by this school system except as provided by law.
- It is the policy of the St. Clair County Board of Education that all students, without regard to status (e.g., homeless, limited or non-English proficient, immigrant, migrant, etc.), will be provided a free and appropriate public education, including equal and appropriate educational opportunities and support services, to enable them to achieve state and local content and achievement standards. Pursuant to such policy, no student shall be improperly excluded from participation in, denied the benefits of, or subjected to discrimination in any program or activity on the basis of gender, age, marital status, race, religion, belief, national origin, ethnic group, disability, or other protected status and will provide equal access to the Boy Scouts and other designated youth groups.
- II. The St. Clair County Board of Education shall comply with the Americans with Disabilities Act of 1990 (ADA), Title IX of Education Amendments of 1972, and all other federal and state laws that make it unlawful to discriminate against a qualified individual with a disability who can perform the essential functions of his/her job with reasonable accommodations.
- III. Persons alleging such discrimination shall use the grievance procedure provided elsewhere in these policies as a remedy.
- IV. The Superintendent shall develop procedures to notify St. Clair County School System employees, applicants for employment, and other affected groups.

REFERENCE(S): CODE OF ALABAMA

16-1-30, 16-8-8, AMERICANS WITH DISABILITIES ACT OF 1990, TITLE IX OF EDUCATION AMENDMENTS OF 1972, CIVIL RIGHTS ACT OF 1964 AND AMENDMENTS, SECTION 504 OF REHABILITATION ACT OF 1973

HISTORY: ADOPTED: JULY 12, 1999

REVISED: DECEMBER 15, 2003; NOVEMBER 7, 2005; FEBRUARY 22, 2010

FORMERLY: JCD

FIELD TRIPS 4.43

Recognizing that educational field trips and trips to various types of contests for instructional purposes help provide desirable learning experiences, the St. Clair County Board of Education delegates to the Superintendent the responsibility for development of administrative criteria governing field trips. Only those field trips, however, that grow out of the instructional program or are otherwise related to the program are to be permitted on school time. Other trips such as those involving band and athletic activities should be confined to non-school time except where the school is engaged in an activity, competition, or contest that requires use of school time.

- I. All local, in state and overnight field trips must be approved in advance by the school principal with prior notification given to the Superintendent. Notification of such travel must be received by the Superintendent at least seven (7) days prior to the anticipated travel date.
- **II.** All out-of-state and overnight field trips must be approved in advance by the principal, the Superintendent, and the Board. Requests for out-of-state and overnight travel must be submitted to the Superintendent at least thirty (30) days prior to the anticipated travel date.
- III. Requests for approval of all field trips must be submitted on field trip request forms. Upon approval of any field trip, the school principal shall be responsible for notifying the Superintendent through the submission of a copy of an approved field trip request form. Such notification shall be made at least seven (7) days in advance of the expected travel date for local and in-state field trips with a thirty (30) day advanced notification required for out-of-state and/or overnight field trips.
- IV. Before any trip as noted above is taken, a completed and signed parental permission form shall be secured from each student planning to go on the field trip. Students who have not submitted a signed parental permission form shall not be allowed to take the trip. Students participating in a series of trips, such as football, basketball, etc., may submit one parental permission form to cover all trips associated with the activity.
- V. St. Clair County School System medication administration procedures and policies shall be followed for students participating in field trips.
- VI. Field Trip Transportation Using School System or Common Carriers: In order to reduce the costs of field trips for students, St. Clair County School System buses should be used for local field trips when possible. Privately owned buses/common carriers may be used for trips extending beyond the normal school day based on prior approval by the Superintendent. Approval for the use of privately owned buses/common carriers must be secured from the principal prior to discussions of the trip with students. Private buses/common carriers should be used only when School System buses are unavailable or impractical. When School System buses are used, the following provisions will apply:
 - A. Field trip buses, when available, shall be operated according to terms and conditions that apply specifically to such buses. Reservations must be made through the principal or designee with the teacher/sponsor preparing the field trip request form for approval by the principal.

- B. At least one teacher or principal must ride the bus and accept responsibility for seeing that all rules and regulations governing school buses are carried out.
- C. All field trip bus passengers must be enrolled in school, be an employee of the School System, or be designated as chaperone by the field trip sponsor and approved by the school principal.
- D. The principal of each school is responsible for handling the scheduling of such trips.
- E. Mileage and other applicable cost factors (driver, substitute driver, etc.) for each field trip will be computed by the Board based on the current, approved rates with billings submitted to schools on a monthly basis.
- F. Only adult drivers with a commercial driver's license will be permitted to drive field trip buses with the cost of paying the driver to be borne by the school or class making the trip(s).
- G. The field trip sponsor should return the School System-owned bus in a clean condition as determined by the Director of Transportation.
- H. Due to energy regulations, allocations, proration, and other financial problems, the Board may cancel trips, increase prices, or curtail the use of buses. Principals will be notified if changes occur.
- VII. Field Trip Transportation Using Private Vehicles: The Board approves the use of privately-owned vehicles to transport students participating in field trips, excursions, or interscholastic activities where only a small number of students will be attending or participating in a respective activity. Such approval is based on a recognized need for additional standard, cost effective transportation at certain times to support the School System's instructional program and extra-curricular activities. Privately-owned vehicles may be utilized to transport a student or student groups to and from such activities provided:
 - A. A small number of students will be involved in the respective field trip, excursion, or interscholastic activity. In such instance, the school principal shall have the discretion to utilize a private vehicle(s) with sufficient passenger capacity(ies) not to exceed the number of approved seat belts to transport the student or student group on such trips.
 - B. Students going on the field trip, excursion, or interscholastic activity present signed parental permission forms noting the use of private vehicles to the field trip sponsor prior to the date of expected travel.
 - C. Said vehicle is owned and/or operated by a member of the professional staff of the School System or an approved adult member of the community.

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D. The trip is covered by the Board's liability insurance or other approved liability insurance.

REFERENCE(S): CODE OF ALABAMA

<u>16-8-8</u>

HISTORY: ADOPTED: MAY 21, 2001

REVISED: DECEMBER 15, 2003; FEBRUARY 22, 2010,_____

GUIDELINES FOR USE OF VOLUNTEERS IN EXTRACURRICULAR ACTIVITIES

9.61

OVERVIEW

The St. Clair County Board of Education (SCCBOE) recognizes the potential benefits of volunteers that assist with extracurricular activities offered at the schools within our school system. These guidelines are presented as general operating procedures for parties involved with volunteer opportunities and are not considered exhaustive.

DEFINITION

Within the scope of these guidelines, a volunteer is defined as a non-employee of the SCCBOE who receives no compensation for his or her involvement with extracurricular activities and who is not compensated based upon any supplement or salary matrix of the SCCBOE.

SCOPE

These guidelines shall be applicable to all volunteers for extracurricular activities, including, but not limited to, athletics, cheerleading, band, band auxiliary, archery, and academic teams. Guidelines specifically associated with the Alabama High School Athletic Association (AHSAA) may only be applicable to volunteers assisting with athletic or cheerleading teams.

SUPERVISION

All volunteers shall be directly supervised by an employee of the SCCBOE and may not serve as a head coach or sponsor of any sport or extracurricular activity. Employees designated as head coaches or sponsors shall have final authority associated with the operations of the team.

RESPONSIBILITIES OF THE PRINCIPAL, HEAD COACH, DIRECTOR, AND SPONSOR

The principal of each local school where a volunteer seeks to participate in extracurricular activities shall be responsible for ensuring that all requirements contained within these guidelines are satisfied prior to the volunteer's participation. All documentation required to authorize a volunteer's participation in extracurricular activities shall be maintained by the principal. The principal, head coach, director, and sponsor of the sport or extracurricular activity for which the volunteer is assisting is responsible for ensuring that the volunteer remains in compliance with these guidelines. A volunteer's performance shall be reviewed each year, and a volunteer shall be required to satisfy the requirements of this policy on an annual basis.

VOLUNTEER RESPONSIBLITIES

The volunteer is responsible for willingly and freely complying with the Guidelines for Use of Volunteers in Extracurricular Activities. Failure to do so shall result in immediate revocation of volunteer opportunities.

REQUIREMENTS

Before a volunteer shall participate in any extracurricular activity, the volunteer shall satisfy the following requirements:

- 1. Complete a Volunteer Application (yearly)
- 2. Submit Proof of graduation from high school
- 3. Submit two (2) character references
- 4. Complete a satisfactory interview with a school administrator, central office administrator, or other system designee (yearly)

April 20, 2015

- 5. Receive a clear background check (yearly)
- 6. Submit a copy of valid Alabama driver's license (yearly)
- 7. Satisfy all AHSAA required items:
 - a. Fundamentals of Coaching/Coaching Principles online course completion
 - b. First Aid and Safety for Coaching online course completion
 - c. STAR Sportsmanship course completion
 - d. NFHS Concussion course completion
 - e. NHFS Heat Acclimatization course completion
 - f. Active CPR certification
- 8. Complete Volunteer Agreement (yearly)

April 20, 2015

ST. CLAIR COUNTY SCHOOL SYSTEM POSITION DESCRIPTION Proposed April 2015

TITLE: Bilingual Student Aide

JOB GOAL: To increase the effectiveness of the teachers in the

summer migrant program by assisting the teachers and

providing translation skills when needed

QUALIFICATIONS:

 Proficient knowledge of Spanish and English Language

 Provide own or have access to appropriate transportation to meet job requirements

ESSENTIAL FUNCTIONS:

- 1. Speaks and reads both English and Spanish
- 2. Works under the direction of a certificated employee
- 3. Relieve assigned teacher of non-teaching responsibilities
- 4. Assist in teaching or tutoring any material given by the supervising teacher, math coach, reading coach, or technology teacher
- 5. Assist with the preparation of instructional aids, bulletin boards and other learning displays assigned by the supervising teacher
- 6. Supervise students during bus duty and/or parent pick up
- 7. Assist with non-instructional duties such as snack break, lunchroom and personal hygiene needs of students
- 8. Assist in classroom, physical education, art, music, computer; etc.
- 9. Translate as needed for migrant students, parents and staff

SALARY BASED ON ST. CLAIR COUNTY SALARY SCHEDULE NON-EXEMPT POSITION

April 20, 2015 ST. CLAIR COUNTY SCHOOL SYSTEM

POSITION DESCRIPTION Proposed April 2015

TITLE: Migrant Program Director Designee

JOB GOAL: To serve as the designee for the director of the migrant program who is the

instructional and administrative leader of the program

REPORTS TO: Migrant Program Director and Federal Programs Coordinator

QUALIFICATIONS:

- Qualifications must be in compliance with all Alabama State laws and SDE policies including:
 - Class A Alabama certification in educational administration
 - Hold Alabama Teaching Certificate
 - Minimum of three years teaching experience
 - Provide own or have access to appropriate transportation to meet job requirements
 - Physically able to visit classrooms and lift thirty pounds
 - Computer literate
 - Alabama driver's license

SALARY BASED ON SUPPLEMENTAL PAY ON ST. CLAIR COUNTY SALARY SCHEDULE

EXEMPT POSITION

April 20, 2015

ST. CLAIR COUNTY SCHOOL SYSTEM POSITION DESCRIPTION PROPOSED April 2015

TITLE: Migrant Program Director

JOB GOAL: To serve as the instructional and administrative leader of the migrant

program; to work with staff, students, and community to ensure a high-quality enrichment program; and to provide leadership for an environment

of high expectations for staff and students.

REPORTS TO: QUALIFICATIONS: Federal Programs Coordinator

- Qualifications must be in compliance with all Alabama State laws and SDE policies including:
 - Class A Alabama certification in educational administration
 - Hold Alabama Teaching Certificate
 - Minimum of three years teaching experience
 - Provide own or have access to appropriate transportation to meet job requirements
 - Physically able to visit classrooms and lift thirty pounds
 - Computer literate
 - Alabama driver's license

ESSENTIAL FUNCTIONS:

- Regular and predictable attendance
- Provide effective leadership in planning, developing, implementing and evaluating the enrichment program
- Interpret and enforce federal and state laws and state and local board policies
- Assist in the posting, recruiting, interviewing, hiring and assigning of the program's certified and non-certified staff
- Supervise in securing, maintaining, and managing material resources
- Prepare reports as assigned
- Assist with preparation and administration of the program budget and assist with supervision of program finances
- Assume responsibility for scheduling and assigning students
- Ensure appropriate placement and services for students
- Assist with planning and implementation of professional development for self and staff
- Demonstrate proficiency in written and oral communication
- Provide a safe, orderly environment that facilitates teaching, learning and enrichment
- Provide a climate of high expectations for staff and students

- Communicate with parents
- Be courteous and professional at all times
- Maintain a neat and appropriate appearance
- Maintain ability to work well with others

SALARY BASED ON ST. CLAIR COUNTY SALARY SCHEDULE EXEMPT POSITION

St. Clair County STUDENT Calendar (proposed) | 2015-2016

4	Independence Day	S M T W Th F S 1 2 3 4 5 6 7 8 9 10 11 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W Th F S	1-6 7 18	Christmas Break (School Closed) Students Return M.L. King Day (School Closed)
12	1st Day of School	S M T W Th F S 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	FEBRUARY 2016 S M T W Th F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 75 16 17 18 19 20 21 22 23 24 25 26 27 28 29	15	Presidents' Day Weather Day (School Closed)
	abor Day School Closed)	SEPTEMBER 2015 S M T W Th F S 1 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	MARCH 2016 s M T W Th F S 0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	25 28-31	Good Friday (School Closed) Spring Break (School Closed)
12-13	Fall Break (School Closed)	S M T W Th F S 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	APRIL 2016 S M T W Th F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	1	Spring Break (School Closed)
11 23-27	Veterans Day Thanksgiving Holiday (School Closed)	NOVEMBER 2015 S M T W Th F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	MAY 2016 S M T W Th F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	27	Last Day of School
21-31	Christmas Break (School Closed)	DECEMBER 2015 S M T W Th F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W Th F S		

GENERAL SALES CONTRACT

The undersigned Purchaser, St. Clair County Board of Education, of 410 Roy Drive, Ashville, Alabama 35953, hereby agrees to purchase and the undersigned Seller, Gene Keith, of Athens, Alabama 35611, hereby agrees to sell the following described real estate, (hereinafter "the Property", together with all improvements, shrubbery, plantings, fixtures and appurtenances, situated at U.S. Highway 11 and Washington Valley Road, Springville, Alabama 35146, in the County of St. Clair, Alabama, on the terms stated below, viz:

Ten (10) acres, more or less from Tax Parcel No. 13-08-28-0-000-003.000, the location of which as depicted on map attached hereto and incorporated herein as Exhibit A, the exact legal description to be determined by survey.

ALSO: Seventeen (17) acres, more or less, from Tax Parcel No. 13-08-28-0-000-003.001, the location of which as depicted on map attached hereto and incorporated herein as Exhibit A, the exact legal description to be determined by survey.

ALSO: An amount not to exceed one (1) acre from Tax Parcel No. 13-08-28-0-000-010.002, the location of which as depicted on map attached hereto and incorporated herein as Exhibit A, the exact legal description to be determined by survey.

1. PURCHASE PRICE

The Purchase Price shall be based upon a price of \$32,000.00 per acre, as determined by survey. The presently estimated purchase price is \$896,000.00 for 28 +/- acres of land. The final calculation of the purchase price shall be based upon an accurate survey of the property, which survey shall be procured by Purchaser at Purchaser's cost and expense. The purchase price shall be payable as follows:

Earnest money, receipt of which is acknowledged by Closing Agent/Attorney

\$1,000.00

Amount due at closing (or such other price to which this may be adjusted based upon the acreage calculation as set forth above) \$895,000.00

2. CONTINGENCIES:

A. This Contract is contingent upon an accurate survey of the subject real property containing at

Page 1 of 5

least 28 acres as contracted herein, which survey shall be subject to Purchaser's approval.

- B. This Contract is contingent upon a preliminary Phase One Environmental Assessment satisfactory to the Purchaser. Seller agrees to allow Purchaser and Purchaser's agents access to the Property to conduct such geological borings and other activities as are necessary to conduct such environmental study.
- C. This Contract is contingent upon a preliminary percolation test satisfactory to the Purchaser. Seller agrees to allow Purchaser and Purchaser's agents access to the Property to conduct such geological borings and other activities as are necessary to conduct such percolation testing.
- D. This Contract is contingent upon a preliminary Geotechnical Assessment satisfactory to the Purchaser. Seller agrees to allow Purchaser and Purchaser's agents access to the Property to conduct such geological borings and other activities as are necessary to conduct such environmental study.
- E. This Contract is contingent upon a preliminary Wetlands Assessment satisfactory to the Purchaser. Seller agrees to allow Purchaser and Purchaser's agents access to the Property to conduct such geological borings and other activities as are necessary to conduct such environmental study.
- F. Purchaser shall have one hundred eighty (180) days from the execution date of this contract to complete the survey and the environmental tests and assessments described above.
- G. The Purchaser reserves the right to cancel this contract if the Purchaser is not satisfied with the survey of the real property at issue, the Phase One Environmental Assessment, the preliminary percolation test, the preliminary Geotechnical Assessment, the preliminary Wetlands Assessment or any other aspect of the Property that is discovered as a result of Purchaser's inspection of said land. In the event of cancellation of the contract, all earnest money shall be promptly refunded to the Purchaser, and both parties will be released from any further responsibility or liability under this Contract.

3. TITLE INSURANCE

The Purchaser requires a standard form title insurance policy, issued by a company qualified to insure titles in Alabama, in the amount of the purchase price, insuring the Purchaser against loss on account of any defect or encumbrance in the title, unless herein excepted; otherwise, the earnest money shall be refunded. The Purchaser reserves the right to select the title insurance company to provide such title insurance policy. The total expense of procuring the title insurance policy shall be paid by the Purchaser. Said property is sold and is to be conveyed subject to any mineral and mining rights not owned by the undersigned Seller and subject to present zoning classification, and said property _____ is or ____ is not located in a flood plain.

Page 2 of 5

4. PRORATIONS AND HAZARD INSURANCE

The taxes, as determined on the date of closing, are to be prorated between the Seller and Purchaser as of the date of delivery of the deed, and any existing advance escrow deposits shall be credited to the Seller.

5. CLOSING AND POSSESSION DATES

The sale shall be closed and the deed delivered on or before November 1, 2015, except the Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the said property. In the event the title insurance commitment delivered to Purchaser contains any exceptions to title not acceptable to Purchaser and which are not cured by Seller within such time as required by Purchaser, the Purchaser may cancel this contract. In the event of such cancellation, all earnest money shall be promptly refunded to Purchaser and both parties shall be released from any further responsibility hereunder. Possession is to be given on delivery of the deed. The Purchaser reserves the right to select the closing attorney to provide closing services to consummate this transaction. The closing attorney fee incurred in connection with the closing of this transaction shall be paid by the Purchaser. Except as hereinafter set out, the Purchaser agrees to pay all other closing costs and prepaids except as provided herein.

6. CONVEYANCE

The Seller agrees to convey said property to the Purchaser by Warranty Deed, free of all encumbrances, except as hereinabove set out and Seller and Purchaser agree that any encumbrance not herein excepted or assumed may be cleared at the time of closing from the sales proceeds.

7. SURVEY

The Purchaser does require a survey by a registered Alabama Land Surveyor of Purchaser's choosing. Said survey shall be at the Purchaser's expense.

8. ADDITIONAL INSPECTIONS AND/OR DISCLOSURES:

- (A) SEWER/SEPTIC SYSTEMS: Seller represents that the property is not connected to a septic tank system or public sewer system. Purchaser, at Purchaser's expense, requires a Percolation Test of the Property to determine if the Property is suitable for a septic tank system or other sewage disposal system. If Purchaser's investigation reveals that the Property is not suitable for a septic tank system or other suitable sewage disposal system, the Purchaser shall have the option of terminating this Contract. In the event this Contract is terminated pursuant to the provisions of this subparagraph, Purchaser shall be entitled to a return of its Earnest Money as provided in Section 2(G).
- (B) ENVIRONMENTAL INVESTIGATION/INSPECTION: Purchaser shall, at its own expense, perform such environmental audits, testing and sampling of the Property as it, in its sole discretion, deems necessary to determine the environmental condition of the Property. If Purchaser's investigation reveals a condition or conditions requiring additional testing, remediation, abatement, or reporting to local, state or federal governmental entities, Purchaser will provide, at a minimum, the executive summary of this report to Seller. If Seller fails to take reasonable steps to address the environmental condition or conditions, Purchaser may terminate

Page 3 of 5

this Contract. If any underground storage tanks, petroleum product lines, asbestos or asbestos containing materials, septic tanks or other like containers or pipes are discovered at the Property, Seller shall have the option of removing the discovered items and any associated contamination or terminating this Contract. In the event this Contract is terminated pursuant to the provisions of this subparagraph, Purchaser shall be entitled to a return of its Earnest Money as provided in Section 2(G).

9. CONDITION OF PROPERTY

Except as herein provided, Purchaser agrees to accept said property in its "AS IS" condition. It shall be the responsibility of the Purchaser, at Purchaser's expense, to satisfy itself that all conditions of this contract are satisfied before closing. After closing, all conditions of the property, as well as any aforementioned items and systems, are the responsibility of the Purchaser.

10. SELLER'S WARRANTIES

Seller warrants that he holds good and marketable fee simple title to the Property. Seller warrants that at the closing there will be no outstanding contracts made by Seller for any improvements to the Property which have not been fully paid for and Seller shall cause to be discharged all mechanics' or materialmen's liens arising from any labor or materials furnished to the Property prior to closing. Seller warrants that as of closing there shall be no one in possession of or with any rights of possession to the Property other than Seller (an affidavit as to this shall also be executed at closing). Seller warrants that after the execution of this agreement, for so long as this agreement is in full force and effect, Seller will not sell, assign or convey any right, title or interest whatsoever in or to the Property or create any lien on the Property. Seller warrants that he has not received notification from any lawful authority regarding any assessments, pending public improvements, repairs, replacements, or alterations to said premises that have not been satisfactorily made. The Seller warrants that there is no unpaid indebtedness on the subject property except as described in this contract. These warranties shall survive the delivery of the above deed.

11. EARNEST MONEY AND PURCHASER'S DEFAULT

The Purchaser hereby authorizes the Closing Agent/Attorney to hold the earnest money in trust pending the fulfillment of this contract. In the event the Purchaser fails to carry out and perform the terms of this contract, the earnest money shall be forfeited as liquidated damages as Seller's exclusive remedy. The Purchaser designates the law firm of Trussell, Funderburg, Rea & Bell, P.C., of Pell City, Alabama, as the closing attorney and Escrow Agent for this Contract.

12. ENTIRE AGREEMENT

This contract constitutes the entire agreement between Purchaser and Seller regarding the Property and supersedes all prior discussions, negotiations, and agreements between Purchaser and Seller, whether oral or written. The parties hereto acknowledge that no oral statement, representation, promise or inducement shall have any validity nor shall be part of this Agreement. Neither Purchaser or Seller shall be bound by any understanding, agreement, promise, or representation concerning the Property, expressed or implied, not specified herein.

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S.K.	- 1/			
13. ADDITIONAL TER	Ms deller me	eserves the right to Assi	'gr	
This CONTract	to A QUA	isied intermediaty to		
effect a Sec	1031 Exc	hange.		
	GAL EFFECT OF AN	DING CONTRACT. IF YOU DO NOT Y PART OF THE CONTRACT, SEEK LEGAL		
		PURCHASER:		
		St. Clair County Board of Education		
Witness	Date	By:		
Selo Cylll Witness	A 3/24/15	SELLER: Sene Keith 3/24/1. Gene Keith Date	5	
Receipt is hereby acknowled CASH CHECK _		oney as hereinabove set forth		
Trussell, Funderburg, Rea Closing Attorney/Escrow				
Date				

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