The meeting of the St. Clair County Board of Education was held on Monday, December 19, 2016. The board meeting began at 6:00 pm at the central office with the following board members in attendance:

Scott Suttle Marie Manning John DeGaris Randy Thompson Allison Gray Bill Morris

The following individuals were also in attendance:

Stephanie Coker John Coker Peggy Coker Russ Stewart Laura Nance

- 1. President Scott Suttle called the meeting to order.
- 2. A quorum of the board was present. Mrs. Cobb was absent. All other board members were in attendance
- **3.** Ms. Seals recommended approval of the agenda with the addition of item 6, Recognition Mrs. Manning made the motion to accept the agenda as recommended and Ms. Gray 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 21, 201
- **5.** There were no audience members who wished to address the board.
- 6. Recognition- Olin C. Brooks, Retired from the IRS, a Korean War Veteran and attended Birmingham School of Law. He is 83 years old and was awarded his High School Diploma.
- 7. Financial Reports presented by Laura Nance for November 2016:
  - A. Bank Reconciliation
  - B. Other Financial Reports
- **8.A.** Ms. Seals recommended approval of the Personnel Agenda. Ms. Gray made the motion to accept the recommendation and Mr. DeGaris gave the second. All members voted YES.

#### PERSONNEL AGENDA

| EMPLOYMENT  |                                     |                              |                                 |  |
|---|-------------------------------------|------------------------------|---------------------------------|--|
| # PAF EMPLOYEE NAME 1 2806 HOURANY, LAUREN BROOKE | SCHOOL<br>MOODY HIGH - CNP          | JOB<br>CNP WORKER            | EFFECT DATE RANGE<br>01/03/2017 | REMARKS<br>FUND SOURCE - CNP 184 DAYS - 8 HOUR                             |
| 2 2808 ALVERSON, DENISE T                         | ODENVILLE ELEMENTARY - CNP          | CNP WORKER                   | 01/03/2017                      | FUND SOURCE - CNP 184 DAYS - 8 HOUR  |
| 3 2801 DURBIN, CHRISTOPHER TYLER                  | ODENVILLE INTERMEDIATE              | SPECIAL EDUCATION AIDE       | 01/05/2017                      | FUND SOURCE - FOUNDATION 182 DAYS  |
| MEDICAL LEAVE                                     |                                     |                              |                                 |  |
| # PAF EMPLOYEE NAME<br>4 2804 LINTON, NICKI V     | SCHOOL<br>MOODY ELEMENTARY          | JOB<br>MEDICAL LEAVE         | 11/07/2016 11/28/2016           | REMARKS FMLA EXHAUSTED. CATASTROPHIC AS NEEDED                             |
| LEAVE OF ABSENCE                                  |                                     |                              |                                 |  |
| # PAF EMPLOYEE NAME 5 2810 SARUSE, SARA BETH      | SCHOOL<br>SPRINGVILLE ELEMENTARY    | JOB<br>LEAVE OF ABSENCE      | 08/03/2017 05/25/2018           | REMARKS  |
| RESIGNATION                                       |                                     |                              |                                 |  |
| # PAF EMPLOYEE NAME<br>6 2788 DOLLAR, ROBIN G     | SCHOOL<br>TRANSP/ST CLAIR CO H/S    | JOB<br>BUS DRIVER            | EFFECT DATE<br>12/31/2016       | REMARKS  |
| 7 2787 BARRON, KELLY KAY                          | TRANSP/STEELE JR HIGH               | BUS DRIVER                   | 12/05/2016                      |  |
| SUBSTITUTES                                       |                                     |                              |                                 |  |
| # PAF EMPLOYEE NAME 8 2798 BEARDEN, JADA ASHLEY   | SCHOOL<br>ST. CLAIR COUNTY BUS SHOP | JOB<br>SUBSTITUTE BUS DRIVER | EFFECT DATE RANGE<br>01/04/2017 | REMARKS  |
| 9 2799 MCKAY, SHERRY L                            | ST. CLAIR COUNTY BUS SHOP           | SUBSTITUTE BUS DRIVER        | 01/04/2017                      |  |
| 10 2800 ROSSMAN, JOSHUA SHANE                     | ST. CLAIR COUNTY BUS SHOP           | SUBSTITUTE BUS DRIVER        | 01/04/2017                      |  |
| EXTENDED DAY                                      |                                     |                              |                                 |  |
| # PAF EMPLOYEE NAME                               | SCHOOL                              | JOB                          | EFFECT DATE RANGE               | REMARKS  |
| 11 2796 KYTLE, ALICIA DAWN                        | MOODY ELEMENTARY                    | EXTENDED DAY ADULT AIDE      | 12/20/2016 08/01/2017           | FUND SOURCE - STUDENT TUITION \$12/HR                                      |
|   |                                     |                              |                                 |  |
| SUPPLEMENTS AND ADDITIONAL P                      |                                     |                              |                                 |  |
| # PAF EMPLOYEE NAME 12 2809 HOUSE, WARREN         | SCHOOL<br>SPRINGVILLE HIGH          | JOB<br>SCIENCE TEACHER       | EFFECT DATE<br>08/10/2016       | REMARKS ADDITIONAL PERIOD FOR 2016-2017 SCHOOL YEAR \$36.84 PER DAY TAUGHT |
| 13 2792 ADAMS, JANELLE ELAINE AYRES               | ASHVILLE ELEMENTARY                 | TUTOR                        | 01/03/2017                      | FUND SOURCE - COMMUNITY EDUCATION \$25/HR                                  |
| 14 2794 DAVIS, JESSICA CHAMBLEE                   | ASHVILLE ELEMENTARY                 | TUTOR                        | 01/03/2017                      | FUND SOURCE - COMMUNITY EDUCATION \$25/HR                                  |
| 15 2795 KIRBY, KIMBERLY KING                      | ASHVILLE ELEMENTARY                 | TUTOR                        | 01/03/2017                      | FUND SOURCE - COMMUNITY EDUCATION \$25/HR                                  |
| 16 2791 MURRAY, SUSAN DAVIDSON                    | ASHVILLE ELEMENTARY                 | TUTOR                        | 01/03/2017                      | FUND SOURCE - COMMUNITY EDUCATION \$25/HR                                  |
| 17 2793 WILSON, TONYA ELROD                       | ASHVILLE ELEMENTARY                 | TUTOR                        | 01/01/2017                      | FUND SOURCE - COMMUNITY EDUCATION \$25/HR                                  |

SUPPLEMENT

# PAF EMPLOYEE NAME SCHOOL JOB EFFECT DATE REMARKS

2797 LOGGINS, MATTHEW WAYNE JOHN POPE EDEN AVC SUPPLEMENT 12/20/2016 PENDING RECEIPT OF FUNDS

\$2506.27 IN JANUARY 2017 & \$2506.27 IN JUNE 2017 FUND SOURCE - JEFF STATE COMM COLLEGE

19 2789 WEST, APRIL DAWN MOODY HIGH SUPPLEMENT 12/20/2016 FUND SOURCE - AP COLLEGE BOARD \$208.86

FOR 2015-2016 SCHOOL YEAR

21ST CENTURY

# PAF EMPLOYEE NAME SCHOOL JOB EFFECT DATE RANGE REMARKS

20 2805 KYNEARD, AAMARI KA VON MARGARET ELEMENTARY 21st CENTURY STUDENT AIDE 01/04/2017 08/01/2017 FUND SOURCE - 21ST CCLC - \$9/HR

OTHER

# PAF EMPLOYEE NAME SCHOOL JOB EFFECT DATE RANGE REMARKS

21 2811 GLAZE, KATHY G ODENVILLE ELEMENTARY EXTRA PAY 09/01/2016 12/31/2016 OES PERFORMANCE TEAM

FUND SOURCE - STUDENT TUITION \$1,952.87

22 2812 WADSWORTH, MELINDAS ODENVILLE ELEMENTARY EXTRA PAY 09/01/2016 12/31/2016 OES PERFORMANCE TEAM

FUND SOURCE - STUDENT TUITION \$1 952 87

Board Date 12/19/16

ATHLETIC SUPPLEMENT ADDITIONS

|   | EMPLOYEE NAME | WORKSITE    | POSITION/SPORT              |                     | AMOUNT OF<br>SUPPLEMENT | EFFECTIVE             |
|---|---------------|-------------|-----------------------------|---------------------|-------------------------|-----------------------|
| 1 | LISA COHRON   | SPRINGVILLE | VARSITY HEAD COACH FOR GOLF | POSITION WAS VACANT | \$1,100                 | 2016-2017 SCHOOL YEAR |
|   |               |             |                             |                     |                         |                       |

#### OTHER NOTIFICATIONS NOT NEEDING BOARD APPROVAL

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

FAMILY MEDICAL LEAVE

| <u>#</u><br>1 | PAF EMPLOYEE NAME 2813 LOWERY, ANGELA BURGESS | SCHOOL ASHVILLE MIDDLE SCHOOL | JOB<br>FAMILY MEDICAL LEAVE | EFFECT DATE RANGE<br>12/27/2016 02/07/2017 | REMARKS CATASTROPHIC AS NEEDED      |
|---------------|---|-------------------------------|-----------------------------|--|-------------------------------------|
| 2             | 2802 HARTLEY, DEANNA KAY                      | JOHN POPE EDEN AVC            | FAMILY MEDICAL LEAVE        | 01/03/2017 02/13/2017                      |                                     |
| 3             | 2803 LINTON, NICKI V                          | MOODY ELEMENTARY              | FAMILY MEDICAL LEAVE        | 10/14/2016 11/04/2016                      | EXTEND FMLA. CATASTROPHIC AS NEEDED |
| 4             | 2807 REAVES, CHRISTY CAMPBEL                  | ODENVILLE INTERMEDIATE        | FAMILY MEDICAL LEAVE        | 12/02/2016 01/23/2017                      |                                     |

- **9.** Ms. Seals recommended approval of the 2017-2018 St. Clair County Cheerleading Constitution. Mrs. Manning made the motion and Mr. Thompson gave the second. All members voted YES
- **10.** Ms. Seals recommended approval of the 2017-2018 St. Clair County School Calendar. Mrs. Manning made the motion and Ms. Gray gave the second. All members voted YES
- **11.** Ms. Seals recommended approval of the following bid #15/17-06TRNSP (School Buses) Southland International: 78 passenger w/AC at a unit price of \$82,316.14, w/out AC at unit price of \$76,016.11 & 54 passenger w/lift at a unit price of \$89,513.05. Mr. Thompson made the motion and Mr. Morris gave the second. All members voted YES.

# St Clair County Schools

Tab Sheet - Bid # 16/17-06TRNSP - SCCBOE-School Buses

| Vendor                                 | Transportation<br>South                      | Busworx Blue<br>Bird                          | Southland<br>International                    |   |  |   |
|--|--|---|---|---|--|---|
|  | 78 Passenger-Type<br>C (w/AC)<br>☑ Y ☐ N     | 78 Passenger-<br>Type C (w/AC)<br>⊠ Y □ N     | 78 Passenger-<br>Type C (w/AC)<br>⊠ Y □ N     | 78 Passenger-<br>Type C (w/AC)<br>☐ Y ☐ N | 78 Passenger-Type<br>C (w/AC)<br>Y N                   | 78 Passenger-<br>Type C (w/AC)                |
|  | 78 Passenger-Type<br>C (w-out/AC)<br>⊠ Y □ N | 78 Passenger-<br>Type C (w-out/AC)<br>☑ Y ☐ N | 78 Passenger-<br>Type C (w-out/AC)<br>⊠ Y □ N | 78 Passenger-<br>Type C (w-out/AC)        | 78 Passenger-Type<br>C (w-out/AC)<br>☐ Y ☐ N           | 78 Passenger-<br>Type C (w-out/AC)<br>☐ Y ☐ N |
|  | 54 Passenger Type<br>C w/lift<br>⊠ Y □ N     | 54 Passenger<br>Type C w/lift<br>☐ Y ☑ N      | 54 Passenger<br>Type C w/lift<br>☑ Y ☐ N      | 54 Passenger<br>Type C w/lift<br>☐ Y ☐ N  | 54 Passenger Type<br>C w/lift<br>\( \sum Y \subseteq N | 54 Passenger<br>Type C w/lift<br>☐ Y ☐ N      |
|  | Warranty Docs                                | Warranty Docs<br>☑ Y ☐ N                      | Warranty Docs<br>☑ Y ☐ N                      | Warranty Docs                             | Warranty Docs  | Warranty Docs                                 |
|  | Training<br>⊠ Y                              | Training<br>☐ Y ☐ N                           | Training<br>☑ Y □ N                           | Training Y N                              | Training N   | Training N                                    |
|  | W-9<br>⊠ Y □ N                               | W-9<br>⊠ Y □ N                                | W-9   | W-9<br>□ Y □ N                            | W-9<br>□ Y □ N   | W-9   |
|  | E-Verify                                     | E-Verify                                      | E-Verify<br>⊠ Y □ N                           | E-Verify                                  | E-Verify   | E-Verify                                      |
|  | Certificate of Reg.                          | Certificate of Reg.                           | Certificate of Reg.  ☐ Y ☐ N                  | Certificate of Reg.                       | Certificate of Reg.                                    | Certificate of Reg.                           |
|  | Immg. Law Comp<br>☑ Y ☐ N                    | Immg. Law Comp<br>☑ Y ☐ N                     | Immg. Law Comp<br>⊠ Y □ N                     | Immg. Law Comp                            | Immg. Law Comp   | Immg. Law Comp                                |
| 78 Passenger-<br>Type C (w/AC          | \$86,791.53                                  | \$83,125.00                                   | \$82,316.14                                   | \$  | \$   | \$  |
| 78 Passenger-<br>Type C (w-<br>out/AC) | \$80,742.33                                  | \$76,675.00                                   | \$76,016.11                                   | \$  | \$   | \$  |
| 54 Passenger<br>Type C w/lift          | \$94,531.33                                  | N/B   | \$89,513.05                                   | \$  | \$   | \$  |

Recommendation for Contract: On November 18, 2016, three bid invitations were mailed along with website advertisement. Based on the three bid submissions on Dec. 8, 2016, Southland International Bus Sales is the lowest bidder for Bid# 16/17-06TRNSP. BOE approval requested.

Transportation Director:

Bid Recorder:

Dawn Kunsuk

Coordinator of Facilities:

Date:

Page \_1\_

Record Sheet (A)

12. Ms. Seals recommended approval of the Resolution authorizing a lease agreement entered into between St. Clair County Board of Education and the St. Clair County Head Start Program. Mr. Morris made the motion and Mrs. Manning gave the second. All members voted YES

#### 13. Board Member Comments:

A. Mrs. Manning congratulated Olin C. Brooks, on receiving his diploma. Mrs. Manning said I had my first opportunity to meet state superintendent Michael Sentance at the culinary Lab in Moody. Thank you Ms. Seals for setting that up for us.

- 14. Superintendents Comments: Mr. Brooks I am honored to meet you. Thank you for your service. Thank you Board Members for what you do. Thank you all who came to meet the State Superintendent.
- 15. Announce next board meeting January 23, 2017 at 6:00 p.m. at the central office.
- 16. President Scott Suttle recommended approval to adjourn. Mr. Thompson moved to approve the recommendation.

Approved the day of January, 2017

Board President

Board Secretary

# Cheerleading Constitution

2017-2018

**Board Approved:** 

12/19/16

# 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 10<sup>th</sup>, 11<sup>th</sup> and 12<sup>th</sup> 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 8<sup>th</sup> and 9<sup>th</sup> 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 7<sup>th</sup> 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. (NFHS 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.
- G. <u>ALL</u> 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 NFHS 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 a mandatory 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 coach. 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 required.
- E. Failure to attend tryouts will result in automatic dismissal from the tryout with the exception of school events. Prior approval from the cheer coach, school administrator and athletic director is required. 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.
- 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.
- N. Gymnastic skill performed at tryouts must be maintained throughout the year.

### Membership

- A. The number of cheerleaders chosen each year is determined by the principal and coach.
- 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 10<sup>th</sup> 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 <u>and</u> 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 <u>ALL</u> costs of the tryout fees, clothing items, camp, and competition as set by the coach. This may include, but is not limited to, uniforms, pom pons, socks, tights, warmups, pep rally uniforms, camp clothes, hair bows, gloves, headgear, etc. <u>ALL FEES MUST BE PAID BEFORE THE FIRST DAY OF CAMP. A cheerleader will not participate in any game or cheerleader function until the fees are paid.</u>
- 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.

- 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.

<u>Football Games</u> - cheerleaders are required to cheer at all home and away games. <u>Basketball Games</u> - cheerleaders are required to cheer at all home games. Cheering at away games is at the discretion of the coach 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

<u>County Exhibition</u> – 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 coach has the discretion of removing members from competition due to lack of effort or defiance to the coach. Incidents will be documented by the coach 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 coach before missing the event and have coach and principal approval.

### **Selection of Captains and/or Co-Captains**

- A. Each cheerleading squad <u>may</u> choose to have a captain and a co-captain or co-captains. <u>This is at the discretion of the coach and principal</u>
- 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.
- 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 Responsibilites 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 coach and the school principal.

K.

#### **Practice Schedule**

- A. Summer practices will be determined by the coach. The summer practice schedule will be given to all cheerleaders prior to May 1st. 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 NFHS 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.
- D. No excessive make-up will be worn. A natural wholesome look is desired.
- E. Only NATURAL fingernails with NO fingernail polish will be allowed.
- F. Fingernails cannot extend past the tip of the finger (NFHS rule).
- G. No glitter, products containing glitter, stick-on body art, etc. shall be worn on the body, hair, or the uniform (NFHS 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 (NFHS 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 (NFHS 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.
- 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.
- 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 coach. You are only allowed to be transported by your parent/guardian. The coach 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. Coachs 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:

- 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.
- 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 coach 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/Pep Rally/Competition

- A. Failing grades are not acceptable. Grades falling below a "C" average in core classes on report cards and/or progress reports will result in suspension. Progress Reports will be reviewed by the coach and suspensions lifted if grades returned to "C" average.
- 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
  - 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 cocaptain 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
- 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 requirments 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 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/coach.
- 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/coach. **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. <u>However, these may NOT interfere with scheduled practices, games, tryouts or competitions.</u>

#### **Amendments**

- A. All squads will follow guidelines set up by the NFHS. This constitution follows current guidelines but may be revised as NFHS guidelines are changed.
- B. 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.
- C. 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.
- D. Written suggestions should be submitted to

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

#### **Demerits**

Demerits are used to determine disciplinary action for all cheerleaders.

#### Refer to "A" under miscellaneous section for other guidelines.

| Demerits Type:   | Demerits: |
|--|-----------|
| Class IV or Class V violation                                      | Dismissal |
| Referral to Alternative School and/or Day Program                  | Dismissal |
| Use of profanity   | <u>5</u>  |
| Rudeness or general disrespect to authority                        |           |
| Cheating   | 5         |
| Any Class II or III violation                                      | <u>5</u>  |
| Referral to Saturday School  | <u>5</u>  |
| Leaving unexcused during a game or cheering event                  | <u>5</u>  |
| Unexcused absence from game  | 5         |
| Use of cell phone without coach permission during game or practice | 5         |
| Refusing to participate  | 5         |
| Building stunts without supervision of coach                       | 5         |
| Public displays of affection                                       | 5         |
| Unexcused absence from practice                                    | 4         |
| Altering uniforms without permission                               | 4         |
| Not having correct uniform or practice clothes                     | 4         |
| Refusing to follow rules of the APPEARANCE section (pg. 8)         | 4         |
| Undesignated wearing of uniform                                    | 4         |
| Late to game or practice   | 3         |
| Late returning from half time or between games                     | 3         |
| Unacceptable conduct during a game                                 | 3         |
| Unable to perform tryout gymnastic skills                          | 2         |

\*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

# <u>CHEERLEADER DEMERIT FORM</u> <u>(Example)</u>

| 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:                    |   |
|                           | that my coach has informed me of the action that I understand that once I receive more than ten (10) 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 2017-2018 St. Clair County Cheerleading Constitution.

| Name of Cheerleader          |      |
|------------------------------|------|
| Signature of Cheerleader     | Date |
| Signature of Parent/Guardian | Date |

DO NOT FILL THIS PAGE OUT. IT IS FOR YOUR RECORDS TO KEEP YOUR COPY OF CONSTITUTION WHOLE. A DUPLICATE COPY OF THIS PAGE HAS BEEN PROVIDED FOR YOU TO COMPLETE.

|        | ST. CLAIR COUNTY SCHOOLS 2017-2018 CALENDAR (approved 12-19-16) |       |       |        |      |        |         |      |        |     |     |      |          |       |        |       |       |               |       |       |           |           |           |
|--------|---|-------|-------|--------|------|--------|---------|------|--------|-----|-----|------|----------|-------|--------|-------|-------|---------------|-------|-------|-----------|-----------|-----------|
|        | July 2017 August 2017   |       |       |        |      |        |         |      |        |     | 7   |      |          |       | Se     | pter  | nbe   | r 20          | 17    |       |           |           |           |
| S      | М   | Т     | W     | T      | F    | S      |         | S    | М      | Т   | W   | T    | F        | S     |        | S     | М     | T             | 8     | Т     | F         | S         |           |
|        |   |       |       |        |      | 1      |         |      |        | 1   | 2   | 3    | 4        | 5     |        |       |       |               |       |       | 1         | 2         |           |
| 2      | 3   | 4     | 5     | 6      | 7    | 8      |         | 6    | 7      | 8   | 9   | 10   | 11       | 12    |        | 3     | 4     | 5             | 6     | 7     | 8         | 9         |           |
| 9      | 10  | 11    | 12    | 13     | 14   | 15     |         | 13   | 14     | 15  | 16  | 17   | 18       | 19    |        | 10    | 11    | 12            | 13    | 14    | <b>15</b> | 16        |           |
| 16     | 17  | 18    | 19    | 20     | 21   | 22     |         | 20   | 21     | 22  | 23  | 24   | 25       | 26    |        | 17    | 18    | 19            | 20    | 21    | 22        | 23        |           |
| 23     | 24  | 25    | 26    | 27     | 28   | 29     |         | 27   | 28     | 29  | 30  | 31   |          |       |        | 24    | 25    | 26            | 27    | 28    | 29        | 30        |           |
| 30     | 31  |       |       |        |      |        |         |      |        |     |     |      |          |       |        |       |       |               |       |       |           |           |           |
|        | -   | )cto  | ber   | 201    | 7    |        |         |      | No     | ver | nbe | r 20 | 17       |       |        |       | De    | ecen          | nbe   | r 20  | 17        |           |           |
| S      | М   | Т     | w     |        | F    | S      |         | S    | М      | Т   | w   | Т    | F        | S     |        | S     | М     | Т             | w     | Т     | F         | S         |           |
| 1      | 2   | 3     | 4     | 5      | 6    | 7      |         |      |        |     | 1   | 2    | 3        | 4     |        |       |       |               |       |       | 1         | 2         |           |
| 8      | 9   | 10    | 11    | 12     | 13   | 14     |         | 5    | 6      | 7   | 8   | 9    | 10       | 11    |        | 3     | 4     | 5             | 6     | 7     | 8         | 9         |           |
| 15     | 16  | 17    | 18    | 19     | 20   | 21     |         | 12   | 13     | 14  | 15  | 16   | 17       | 18    |        | 10    | 11    | 12            | 13    | 14    | 15        | 16        |           |
| 22     | 23  | 24    | 25    | 26     | 27   | 28     |         | 19   | 20     | 21  | 22  | 23   | 24       | 25    |        | 17    | 18    | 19            | 20    | 21    | 22        | 23        |           |
| 29     | 30  | 31    |       |        |      |        |         | 26   | 27     | 28  | 29  | 30   |          |       |        | 24    | 25    | 26            | 27    | 28    | 29        | 30        |           |
|        |   |       |       |        |      |        |         |      |        |     |     |      |          |       |        | 31    |       |               |       |       |           |           |           |
|        |   |       |       |        |      |        |         |      |        |     |     |      |          |       |        |       |       |               |       |       |           |           |           |
|        | _   | _     |       | 201    | _    |        |         |      |        |     |     | 201  | _        |       |        |       | _     | Mar           | _     |       |           |           |           |
| S      | М   | Т     | W     |        | F    | S      |         | S    | М      | Т   | W   | Т    | F        | S     |        | S     | М     | Т             | W     | Т     | F         | S         |           |
|        | 1   | 2     | 3     | 4      | 5    | 6      |         |      |        |     |     | 1    | 2        | 3     |        |       |       |               |       | 1     | 2         | 3         |           |
| 7      | 8   | 9     |       | 11     | _    |        |         | 4    | 5      | 6   | 7   | 8    | 9        |       |        | 4     | 5     | 6             | 7     | 8     | 9         | 10        |           |
| 14     | 15  | _     | _     | 18     |      | _      |         | 11   |        | 13  | _   | -    | 16       | 17    |        | 11    | -     | _             | 14    |       | -         | 17        |           |
| 21     | 22  | 23    |       | 25     | 26   | 27     |         | 18   |        |     | _   | 22   | 23       | 24    |        | 18    |       | 20            |       |       |           | 24        |           |
| 28     | 29  | 30    | 31    |        |      |        |         | 25   | 26     | 27  | 28  |      |          |       |        | 25    | 26    | 27            | 28    | 29    | 30        | 31        |           |
|        |   |       |       |        |      |        |         |      |        |     |     |      |          |       |        |       |       |               |       |       |           |           |           |
|        |   | Ар    | ril 2 | 018    |      |        |         |      |        | Ma  | y 2 | 018  |          |       |        |       |       | Jun           | e 2   | 018   |           |           |           |
| S      | М   | Т     | w     | Т      | F    | S      |         | S    | М      | Т   | w   | Т    | F        | S     |        | s     | М     | Т             | w     | Т     | F         | S         |           |
| 1      | 2   | 3     | 4     | 5      | 6    | 7      |         |      |        | 1   | 2   | 3    | 4        | 5     |        |       |       |               |       |       | 1         | 2         |           |
| 8      | 9   | 10    | 11    | 12     | 13   | 14     |         | 6    | 7      | 8   | 9   | 10   | 11       | 12    |        | 3     | 4     | 5             | 6     | 7     | 8         | 9         |           |
| 15     | 16  | 17    | 18    | 19     | 20   | 21     |         | 13   | 14     | 15  | 16  | 17   | 18       | 19    |        | 10    | 11    | 12            | 13    | 14    | 15        | 16        |           |
| 22     | 23  | 24    | 25    | 26     | 27   | 28     |         | 20   | 21     | 22  | 23  | 24   | 25       | 26    |        | 17    | 18    | 19            | 20    | 21    | 22        | 23        |           |
| 29     | 30  |       |       |        |      |        |         | 27   | 28     | 29  | 30  | 31   |          |       |        | 24    | 25    | 26            | 27    | 28    | 29        | 30        |           |
|        |   |       |       |        |      |        |         |      |        |     |     |      |          |       |        |       |       |               |       |       |           |           |           |
|        | Scho  | ool C | losed | l (Stu | dent | s and  | l Emplo | ovee | s)     |     |     | Stud | ent (    | Davs  | (178 🛭 | )avs) |       |               | No S  | Stude | nts/l     | -<br>mple | yees Work |
|        |   |       |       | (      |      |        |         | ,    | ,      |     |     |      |          | embe  |        | -,-,  |       |               |       |       | ,         |           | ,         |
| Dist   | rict P  | D (Sa | afety | Conf   | eren | ce)    |         |      |        |     |     |      |          |       | 19     | LAS   | Γ DA  | <b>Y</b> - 1/ | '2 da | y stu | dent      | s/full    | day emp.  |
| Loca   |   |       | PD    |        |      |        |         |      |        |     |     |      | Janu     | ıary  | 2      | Emp   | dovo  | o M/o         | rkda  | .,    |           |           |           |
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| Labo   | or Da   | y (Sc | hool  | Close  | ed)  |        |         |      |        |     |     |      | repi     | ruary | 19     | Pres  |       |               |       |       |           | ed)       |           |
| Fall   | Breal   | k (Sc | hool  | Close  | ed)  |        |         |      |        |     |     |      | Mar      | ch    | 19     | Swa   | p Da  | y # 2         | for T | each  | ers       |           |           |
|        |   |       |       |        |      | or En  | nploye  | es   |        |     |     |      | Apri     | 2     | 6 - 30 | Spri  | ng Br | eak (         | Scho  | ol Cl | osed      | )         |           |
|        |   |       |       |        |      |        | Closed  |      | Jan-4- | . \ |     |      | May      |       | 27     | Wea   | ther  | Day           | (Sch  | ool C | losed     | l)        |           |
| 4 Thai | ıksgi   | ving  | HOLIC | ay (S  | cnoc | ol Clo | sed for | Stud | ents   | 5)  |     |      | ividy    | 1     | 24     |       |       |               | /o .  |       |           | /c 11     |           |

November

September October

August

20-24 Thanksgiving Holiday (School Closed for Students) 20 Swap Day # 1 for Teachers

24 LAST DAY - 1/2 day students/full day emp.25 Employee Workday (Full Day)

#### **RESOLUTION NO 16-4**

WHEREAS, the St. Clair County Board of Education ("Board") is the owner of certain real property situated in St. Clair County, Alabama, which property comprises the campus of the former Coal City School (the "School Building"); and,

WHEREAS, the St. Clair County Head Start Program has leased the School Building from the Board since 1995; and,

WHEREAS, the Board has determined that it is wise, prudent, and in the best interests of the school system to extend the lease of the School Building to the St. Clair County Head Start Program in accordance with the terms set forth in the Lease Agreement attached hereto as Exhibit A and expressly incorporated herein by reference.

# NOW, THEREFORE, BE IT RESOLVED BY THE ST. CLAIR COUNTY BOARD OF EDUCATION AS FOLLOWS:

- 1. That the Board President and the Superintendent be, and they hereby are, authorized to execute the Lease Agreement with the St. Clair County Head Start Program in form and substance as attached hereto as Exhibit A and expressly incorporated herein by reference.
- 2. That this Resolution shall become effective immediately upon its adoption by affirmative vote of the Board.

**DATED** this the day of December, 2016.

Board Secretary

#### **LEASE AGREEMENT**

OT ATTE OF AT ADARKA

| SIAIL OF     | ALADA       | VIA      | ,           |        |         |         |         |         |        |          |
|--------------|-------------|----------|-------------|--------|---------|---------|---------|---------|--------|----------|
| ST. CLAIR    | COUNT       | Y        | )           |        |         |         |         |         |        |          |
| This         | LEASE       | AGR      | EEMENT      | is ma  | ade and | entered | into on | this th | ie     | _ day of |
|              | , 2016      | , by ar  | nd between  | the S7 | r. CLAI | R COU   | NTY BO  | ARD O   | F EDUC | CATION   |
| (hereinafter | referred    | to as    | "Lessor"    | ), and | the S'  | Γ. CLA  | IR CO   | UNTY    | HEAD   | START    |
| PROGRAM      | I (hereinat | fter ref | erred to as | "Lesse | ee'').  |         |         |         |        |          |

#### WITNESSETH:

That the Lessor does hereby lease and rent unto the Lessee the following described premises situated in St. Clair County, Alabama, to-wit:

The East Half of the North Half of the Southwest Quarter of the Northeast Quarter of Section 12, Township 16, Range 3 East, containing ten (10) acres, more or less, except a triangular tract in the Northwest corner of said ten acres, more particularly described as follows: Beginning at the Northwest corner of the SW Quarter of the NE Quarter, Section 12, Township 16 South, Range 3 East; thence North 87 degrees 30 minutes East along the North boundary of the above mentioned Quarter Section for a distance of 410 feet to a point; thence South 66 degrees 21 minutes West for a distance of 443.8 feet to a point; thence North 2 degrees 30 minutes West for a distance of 160 feet to the point of beginning, containing 0.75 acres.

for educational purposes and not otherwise, from the date of execution of this Lease Agreement until the 30<sup>th</sup> day of June, 2082 ("Term").

IN CONSIDERATION WHEREOF, the Lessee agrees to pay the Lessor, on the first day of each month of said term, in advance, as rent for said premises herein leased the sum of One and No/100 Dollar (\$1.00) per month, the last and final payment of said rental due and payable under this lease, if not sooner paid, shall be due and payable on the first day of June, 2082.

This Lease is made upon the following terms, conditions and covenants:

1. The Lessor covenants to keep the Lessee in possession of said premises during the said term. Provided, however, in the event the use of said premises by Lessor for public school purposes should be required during the term hereof as a result of any

casualty, act of God, or other reason, Lessee agrees to vacate and surrender possession of the leased premises upon twenty (20) days' written notice from the Lessor.

- 2. Nothing herein shall be construed as a warranty that said premises are in good condition or are fit or suitable for the use and purpose for which they are rented or leased. The Lessor has made no representations or promises with respect to said premises except as herein expressly set forth.
- 3. The Lessee will, upon the expiration or termination of this lease, surrender the quiet and peaceful possession of said premises in like good order as the same were in at the commencement of said term, natural wear and tear accepted.
- 4. The Lessee will indemnify, protect and save harmless the Lessor herein from any loss, cost, damage or expense caused by injury to persons or property while in, on or about said premises herein described.
- 5. In the event the Lessee fails to pay said rent as set forth herein on the date on which it is due, failure on its part to make good said default within ten (10) days from the due date thereof will authorize the Lessor to terminate and cancel this lease at its option.
- 6. In the event it becomes necessary for the Lessor to employ an attorney to collect any of the rent agreed to be paid hereunder, or to enforce performance of any of the provisions of this lease, the Lessee agrees to pay all court costs and attorney's fees charged therefor.
- 7. It is further agreed that this lease shall terminate if the buildings covered thereby shall be rendered unfit for use by accidental fire or other unavoidable casualties.
- 8. The Lessee agrees to make no unlawful or offensive use of said premises during the term of this lease and any violation thereof shall authorize the Lessor to terminate and cancel this lease at its option.
- 9. Lessee agrees that in the event it should vacate the premises at any time during the term of this lease that all of its interest and rights thereunder shall immediately cease and terminate and become null and void.
- 10. The Lessee agrees that it, at its sole cost and expense, shall maintain and keep in good repair all buildings, improvements and fences on said premises.

- 11. Lessee shall not assign or in any manner transfer this lease or any estate, interest or benefit herein, or sublet said premises or any part or parts thereof. Each and every transfer or assignment of this lease or any interest therein or rights and privileges contained herein, shall be null and void, unless written consent of the Lessor be first obtained thereto.
- 12. Lessee shall procure for its own account and shall pay the cost of all water, gas, electrical power and fuel consumed in or at said premises.
- 13. Lessee shall not alter the interior or exterior of the premises without the prior approval of and under the supervision of the Lessor.
- 14. Either party shall have the right to cancel and terminate this Lease Agreement without cause upon six month' written notice to the other party. Lessee will, upon the termination of this lease, surrender the quiet and peaceful possession of said premises in like good order as the same were in at the commencement of said term, natural wear and tear accepted.
- 15. This Lease Agreement supersedes and replaces that certain Real Estate Lease entered into by and between the parties hereto, which Lease is dated as of June 19, 1995.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

LESSOR:

ST. CLAIR COUNTY BOARD OF EDUCATION

ATTEST:

: Muy Hall

Its Superintendent

#### LESSEE:

|         | ST. CLAIR COUNTY   |
|---------|--------------------|
|         | HEAD START PROGRAM |
|         | BY: Latery a DVZ   |
| Witness | Its Director       |