



Regular Meeting
08/10/2021 05:00 PM
Central Office

Meeting Minutes

Printed : 8/11/2021 11:24 AM CT

Vision Statement: "Educating and engaging students by challenging them to reach their maximum potential."

District Mission Statement: The Sumter County Public School System is committed to providing the best educational resources that will enable students to become productive citizens in our society.

MOTTO: "Success is the only option"

Attendees

Voting Members

Mrs Jeanette Payne, Chairman
Ms Darla Spencer, Vice Chairman
Mrs Daisybelle Quinney, Board Member
Ms. Tommie Campbell, Board Member
Ms Sharon Nelson, Board Member
Mrs. Beretha Washington, Board Member

A. CALL TO ORDER

Meeting called to order by Board Chair Payne at 5:00 pm

B. ESTABLISHMENT TO QUORUM

Board President Payne called the roll and the following members were present/absent:

President
Vice President

Ms. Jeanette Brassfield-Payne
Ms. Darla Spence
Mrs. Daisybelle Thomas-Quinney
Ms. Tommie Campbell
Ms. Sharon Nelson
Ms. Beretha Washington
Dr. Anthony L Gardner
Ms. Diane Gamble

Superintendent
Attorney

President Payne declared a quorum.

C. EXECUTIVE SESSION

The Board President recommends adoption of a motion "to go into executive session."

Motion made by: Ms Darla Spencer

Motion seconded by: Mrs Daisybelle Quinney

Voting:

Mrs Jeanette Payne - Yes

Ms Darla Spencer - Yes

Mrs Daisybelle Quinney - Yes

Ms. Tommie Campbell - Yes

Ms Sharon Nelson - Yes

Mrs. Beretha Washington - Yes

Motion Passed.

As statement per E. Diane Gamble, "I, E. Dianne Gamble, an attorney licensed to practice in the State of Alabama, certify that the Executive Session proposed by the Sumter County Board of Education involves pending litigation and good name and character of several individuals to be discussed, and thereby is covered by the Alabama Open Meetings Law, *Ala. Code* &36-25A-1. *et seq.* The purpose of the session is to discuss with me the designated items (by telephone if necessary)."

D. APPROVAL OF AGENDA

The Board President recommends adoption of a motion "to approve the agenda for August 10, 2021 with the removal of Action Item 8 and the change to Action Item 6 to reflect the removal of repair, services and other roofing work at York West End Junior High School. The only work that will go forth is the repairs to the James B. Jackson Memorial Stadium.

Motion made by: Ms Darla Spencer

Motion seconded by: Ms Sharon Nelson

Voting:

Mrs Jeanette Payne - Yes

Ms Darla Spencer - Yes

Mrs Daisybelle Quinney - Yes

Ms. Tommie Campbell - Yes

Ms Sharon Nelson - Yes

Mrs. Beretha Washington - Yes

Motion Passed.

E. COME OUT OF EXECUTIVE SESSION

The Board President recommends adoption of a motion "to come out of executive session.

Motion made by: Ms Darla Spencer

Motion seconded by: Mrs. Beretha Washington

Voting:

Mrs Jeanette Payne - Yes

Ms Darla Spencer - Yes

Mrs Daisybelle Quinney - Yes

Ms. Tommie Campbell - Yes

Ms Sharon Nelson - Yes

Mrs. Beretha Washington - Yes

Motion Passed.

F. APPROVAL OF MINUTES

The Board President recommends adoption of a motion "to approve the Minutes for July 13, 2021.

Motion made by: Ms Darla Spencer

Motion seconded by: Ms Sharon Nelson

Voting:

Mrs Jeanette Payne - Yes

Ms Darla Spencer - Yes

Mrs Daisybelle Quinney - Yes

Ms. Tommie Campbell - Yes

Ms Sharon Nelson - Yes

Mrs. Beretha Washington - Yes

Motion Passed.

G. FINANCIAL REPORT

Mrs. Jackie Meeks

H. MONTHLY FINANCIAL REPORT

June 2021

The comparison of actual to the budget for June 2021. The revenues received for June **\$826,131.26** and expenditures for May **\$947,258.39**. The beginning Fund Balance **\$2,576,436.56** and the ending Fund Balance **\$2,891,419 .20**

Number of months operating balance **2.72%**

Payroll Total- \$890,968.18

Accounts Payable

State Funds	\$26,930.39
Federal Fund	\$79,089.16
Local Fund	<u>\$185,634.30</u>
Total	\$291,653.85

6002* \$2,295,461.27

6001*\$474,652.10

6001 Fund will Change

6002 Fund will not change unless board approves use.

Motion made by: Ms Sharon Nelson

Motion seconded by: Mrs. Beretha Washington

Voting:

Mrs Jeanette Payne - Yes

Ms Darla Spencer - Yes

Mrs Daisybelle Quinney - Yes

Ms. Tommie Campbell - Yes

Ms Sharon Nelson - Yes

Mrs. Beretha Washington - Yes

Motion Passed

I. PUBLIC FORUM

None

J. NEW ACTION ITEMS

1. Approve CNP Department Bid

The Superintendent recommends adoption of a motion "to approve the Child Nutrition Department bid as stipulated in Exhibit G1 herein."

• **Maintenance**

Motion made by: Mrs Daisybelle Quinney

Motion seconded by: Ms. Tommie Campbell

Voting:

Mrs Jeanette Payne - Yes

Ms Darla Spencer - Yes

Mrs Daisybelle Quinney - Yes

Ms. Tommie Campbell - Yes

Ms Sharon Nelson - Yes

Mrs. Beretha Washington - Yes

Motion Passed.

2. Approve Revised Wellness Plan

The Superintendent recommends adoption of a motion "to approve the revised Wellness Plan as stipulated in Exhibit G2 herein."

Motion made by: Ms. Tommie Campbell

Motion seconded by: Mrs Daisybelle Quinney

Voting:

Mrs Jeanette Payne - Yes

Ms Darla Spencer - Yes

Mrs Daisybelle Quinney - Yes

Ms. Tommie Campbell - Yes

Ms Sharon Nelson - Yes

Mrs. Beretha Washington - Yes

Motion Passed

3. Approve Revised Hazard Analysis and Critical Control Point Plan (HACCP Plan)

The Superintendent recommends adoption of a motion "to approve the revised Hazard Analysis and Critical Control Point Plan (HACCP Plan) as stipulated in Exhibit G3 herein."

Motion made by: Mrs. Beretha Washington

Motion seconded by: Mrs Daisybelle Quinney

Voting:

Mrs Jeanette Payne - Yes

Ms Darla Spencer - Yes

Mrs Daisybelle Quinney - Yes

Ms. Tommie Campbell - Yes

Ms Sharon Nelson - Yes

Mrs. Beretha Washington - Yes

Motion Passed.

4. Approve Transportation Department Bid

The Superintendent recommends adoption of a motion "to approve the Transportation Department Permission to bid as stipulated in Exhibit G4 herein."

- **Unleaded Gasoline**
- **Diesel Fuel**

Motion made by: Ms Darla Spencer

Motion seconded by: Mrs Daisybelle Quinney

Voting:

Mrs Jeanette Payne - Yes

Ms Darla Spencer - Yes

Mrs Daisybelle Quinney - Yes

Ms. Tommie Campbell - Yes

Ms Sharon Nelson - Yes

Mrs. Beretha Washington - Yes

Motion Passed.

5. Approve Revised Increase Rate of Pay for Summer Personnel (Planning, Enrichment, & Learning Program)

The Superintendent recommends the adoption of a motion to approve the revised increase rate of pay for summer personnel (Planning, Enrichment, & Learning Program) as stipulated in Exhibit G5 herein."

Motion made by: Mrs. Beretha Washington

Motion seconded by: Ms Darla Spencer

Voting:

Mrs Jeanette Payne - Yes

Ms Darla Spencer - Yes

Mrs Daisybelle Quinney - Yes

Ms. Tommie Campbell - Yes

Ms Sharon Nelson - Yes

Mrs. Beretha Washington - Yes

Motion Passed.

6. Approve Emergency Declaration

The Superintendent recommends the adoption of a motion to approve the Emergency Declaration as stipulated in Exhibit G6 herein."

- James B. Jackson Memorial Stadium

Motion made by: Ms Darla Spencer

Motion seconded by: Mrs. Beretha Washington

Voting:

Mrs Jeanette Payne - Yes

Ms Darla Spencer - Yes

Mrs Daisybelle Quinney - Yes

Ms. Tommie Campbell - Yes

Ms Sharon Nelson - Yes

Mrs. Beretha Washington - Yes

Motion Passed.

7. Approve Elevate K-12

The Superintendent recommends the adoption of a motion to approve the Elevate K-12 Proposal as stipulated in Exhibit G7 herein."

Motion made by: Mrs Daisybelle Quinney

Motion seconded by: Mrs. Beretha Washington

Voting:

Mrs Jeanette Payne - Yes

Ms Darla Spencer - Yes

Mrs Daisybelle Quinney - Yes

Ms. Tommie Campbell - Yes

Ms Sharon Nelson - Yes

Mrs. Beretha Washington - Yes

Motion Passed.

K. APPROVE PERSONNEL ITEMS

1. Resignation of Personnel

The Superintendent recommends the adoption of a motion to approve the resignation of personnel as stipulated in Exhibit H1 herein.

<u>NAME</u>	<u>SCHOOL/POSITION</u>	<u>EFFECTIVE DATE</u>
<u>Certificated Resignations</u>		
Celester Bolden	YWE/Principal	08/11/2021
Erica L Barrow	SCHS/TEAMS - Math	07/23/2021
Faye J Golden	SCHS/TEAMS - Science	07/21/2021
Simuel Toole III	SCHS/Special Education	07/30/2021

Motion made by: Ms Darla Spencer

Motion seconded by: Mrs. Beretha Washington

Voting:

Mrs Jeanette Payne - Yes

Ms Darla Spencer - Yes

Mrs Daisybelle Quinney - Yes

Ms. Tommie Campbell - Yes

Ms Sharon Nelson - Yes

Mrs. Beretha Washington - Yes

Motion Passed.

2. Employment Rescindment

The Superintendent recommends the adoption of a motion to approve the employment rescindment as stipulated in Exhibit H2 herein.

<u>NAME</u>	<u>SCHOOL/POSITION</u>	<u>EFFECTIVE DATE</u>
<u>Rescission of Certificated Employment</u>		
Tanisha Strode	LHS/Elementary	08/03/2021
Elroy G Skinner	SCHS/TEAMS Math	07/27/2021
Zakiya N Thomas-Couch	SCHS/Spanish	08/03/2021

Motion made by: Ms. Tommie Campbell

Motion seconded by: Ms Sharon Nelson

Voting:

Mrs Jeanette Payne - Yes

Ms Darla Spencer - Yes
 Mrs Daisybelle Quinney - Yes
 Ms. Tommie Campbell - Yes
 Ms Sharon Nelson - Yes
 Mrs. Beretha Washington - Yes

Motion Passed.

3. Employment of Personnel

The Superintendent recommends the adoption of a motion to approve the employment of personnel as stipulated in Exhibit H3 herein.

NAME	SCHOOL/POSITION	REPLACING	EFFECTIVE DATE	CERT
<u>Certificated</u>				
Shalane A Harden	KJH/English	Gloria Anderson	08/11/2021	Pending/Emg
Olympis S Spencer	KJH/Math	Ann Spree	08/10/2021	Pending/Emg
Joyce F Morris	LJHS/Elementary	Anthony Williams	08/09/2021	Pending/Alt
Be'Ana D Wade	YWE/English	Gloria Anderson	08/09/2021	Pending/Alt
Deborah Y Sommerville	SCHS/Science	Chereme Gaines	08/04/2021	Yes
Derrick D Williams	SCHS/Adjunct-Math	Michaela Smith	08/09/2021	
Curtis Jones	BELL/Adjunct-Automotive	Joseph Bennett	08/09/2021	
<u>Certificated Interim</u>				
Tajii R Nord	YWE/Interim Principal	Celester Bolden	08/05/2021	Yes
Kimberly L Gooden-Wilson	SCHS/Interim Asst Principal	Tajii Nord	08/05/2021	Yes
<u>Classified</u>				
Shunetta Adams	KJH/School Nurse	Carolyn Goas	08/04/2021	RN
Reshonda J Lawson	LJHS/PreK Auxiliary	Alicia Jordan	08/09/2021	
Jeremy M Inge	SCHS/School Nurse	Carol Fitch	08/04/2021	RN

Motion made by: Mrs Daisybelle Quinney

Motion seconded by: Ms. Tommie Campbell

Voting:

Mrs Jeanette Payne - Yes
 Ms Darla Spencer - Yes
 Mrs Daisybelle Quinney - Yes
 Ms. Tommie Campbell - Yes
 Ms Sharon Nelson - Yes
 Mrs. Beretha Washington - Yes

Motion Passed.

4. Employment of Administration Personnel

The Superintendent recommends the adoption of a motion to approve the employment of administration personnel as stipulated in Exhibit H4 herein.

NAME	SCHOOL/POSITION	REPLACING	EFFECTIVE DATE	CERT
<u>Certificated</u>				
Andrea D Simmons	CENT/Director Curriculum/Instruction	Melissa Woods	09/01/2021	Yes

Motion made by: Ms. Tommie Campbell

Motion seconded by: Mrs Daisybelle Quinney

Voting:

Mrs Jeanette Payne - No
Ms Darla Spencer - No
Mrs Daisybelle Quinney - Yes
Ms. Tommie Campbell - Yes
Ms Sharon Nelson - No
Mrs. Beretha Washington - Abstain

Motion Failed.

L. SUPERINTENDENT'S REPORT

Mold Problem at York West End Junior High School - K-6 will go to Sumter Central High School and 7th Grade and 8th Grade will go to Kinterbish Junior High School.

Stakeholders Meeting - Superintendent Gardner will schedule meeting starting Thursday, August 12, 2021.

Next Meeting - September 14, 2021 at 5:00 pm.

M. ADJOURN

Meeting adjourn at 6:30 pm

Chairperson

Secretary

**SUMTER COUNTY BOARD OF EDUCATION
CHILD NUTRITION PROGRAM**

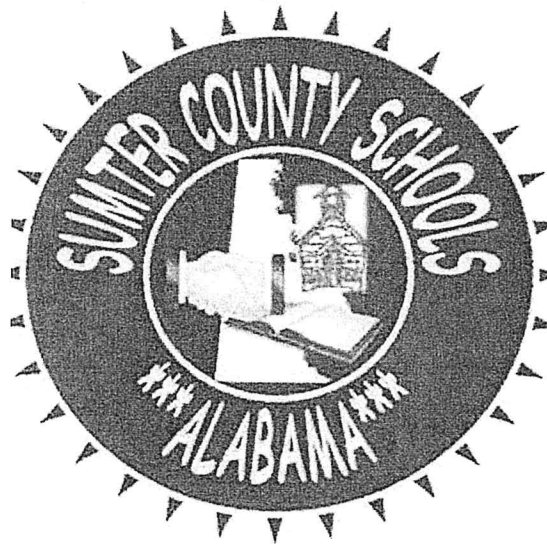
**MAINTENANCE BID OPENING
BID NUMBER: 2021-CNP Maintenance
August 3, 2021
Sumter Central High School
1:00 p.m.**

Service	JD Esco, Inc.	MPE Services	Sanford Restaurant Equipment	Taylor Sales and Service	Jones McLeod, Inc.
1. Annual Cost of preventive maintenance services for coolers, freezers, ice makers, pass thru, etc., and include the cost of labor and services	No Bid	No Bid	No Bid	No Bid	\$12,108.00
2. Corrective Repairs: Hourly cost for labor to perform corrective repairs during normal school hours					\$112.00
3. Corrective Repairs: Hourly cost for labor to perform corrective repairs after hours and weekends					\$168.00
4. Materials and Parts: Please state the percentage mark-up of actual invoice cost of parts and materials to perform corrective repairs to be invoiced					\$510.00
5. Materials and Parts: Percentage mark-up of actual invoice cost of parts and materials to perform corrective repairs to be invoiced					MSRP%
6. Materials and Parts: Percentage mark-up of actual invoice cost of specialized equipment such as lifting equipment needed to perform corrective repairs					20%

AWARD BID TO: Jones McLeod, Inc.

Sumter County Board of Education

Wellness Policy



www.sumter.k12.al.us

Dr. Tyrone Yarbrough, Superintendent
Revision: Change to Dr. Anthony Gardner, Superintendent

Revised: September 3, 2020
Board Approved: December 12, 2017

I. School Wellness Committee

Committee Role and Membership

The District will convene a representative district wellness committee (hereto referred to as the DWC or work within an existing school health committee) that meets at least three times per year to establish goals for and oversee school health and safety policies and programs, including development, implementation and periodic review and update of this district-level wellness policy (heretofore referred as "wellness policy"). **Revision: Change to once.**

The DWC membership will represent all school levels (elementary and secondary schools) and include (to the extent possible), but not be limited to: parents and caregivers; students; representatives of the school nutrition program (e.g., school nutrition director); physical education teachers; health education teachers; school health professionals (e.g., health education teachers, school health services staff [e.g., nurses, physicians, dentists, health educators, and other allied health personnel who provide school health services], and mental health and social services staff [e.g., school counselors, psychologists, social workers, or psychiatrists]; school administrators (e.g., superintendent, principal, vice principal), school board members; health professionals (e.g., dietitians, doctors, nurses, dentists); and the general public. When possible, membership will also include Supplemental Nutrition Assistance Program Education coordinators (SNAP-Ed). To the extent possible, the DWC will include representatives from each school building and reflect the diversity of the community. Each school within the District will establish an ongoing School Wellness Committee (SWC) that convenes to review school-level issues, in coordination with the DWC.

Leadership

The Superintendent or designee(s) will convene the DWC and facilitate development of and updates to the wellness policy, and will ensure each school's compliance with the policy.

The Superintendent will designate an official for oversight.

The name(s), title(s), and contact information (email address is sufficient) of this/these individual(s) is: **Revision: Remove**

Name	Title	Email address	Role
Erik Witherspoon Benjamin Brooks Joeva Thomas Ronda Bibbs	Social Studies, North Sumter JHS Update P.E., Kinterbish JHS P.E./Health, Sumter Central HS P.E., Livingston JHS	ewitherspoon@sumter.k12.al.us bbrooks@sumter.k12.al.us jthomas@sumter.k12.al.us rbibbs@sumter.k12.al.us	
Melissa Woods	Principal, North Sumter JHS	mwoods@sumter.k12.al.us	
Lojuanda Hill Heather Shambry Penny Edwards	Counselor, Bell-Brown CTC CNP Director Alliance for a Healthier Generation	lonhill@sumter.k12.al.us hshambry@sumter.k12.al.us penny.edwards@healthiergeneration.org	

*Committee Members will be added, removed, or updated as needed.

II. Wellness Policy Implementation, Monitoring, Accountability, and Community Engagement

Implementation Plan

The District will develop and maintain a plan for implementation to manage and coordinate the execution of this wellness policy. The plan delineates roles, responsibilities, actions and timelines specific to each school; and includes information about who will be responsible to make what change, by how much, where and when; as well as specific goals and objectives for nutrition standards for all foods and beverages available on the school campus, food and beverage marketing, nutrition promotion and education, physical activity, physical education and other school-based activities that promote student wellness. It is recommended that the school use the Healthy Schools Program online tools to complete a school-level assessment based on the Centers for Disease Control and Prevention's School Health Index, create an action plan that fosters implementation and generate an annual progress report.

This wellness policy and the progress reports can be found at: www.sumter.k12.al.us.

Recordkeeping

The District will retain records to document compliance with the requirements of the wellness policy at the District's Administrative Offices and/or on District's central computer network. Documentation maintained in this location will include but will not be limited to:

- The written wellness policy;
- Documentation demonstrating that the policy has been made available to the public;
- Documentation of efforts to review and update the Local Schools Wellness Policy; including an indication of who is involved in the update and methods the district uses to make stakeholders aware of their ability to participate on the DWC;
- Documentation to demonstrate compliance with the annual public notification requirements;
- The most recent assessment on the implementation of the local school wellness policy;
- Documentation demonstrating the most recent assessment on the implementation of the Local School Wellness Policy has been made available to the public.

Annual Notification of Policy

The District will actively inform families and the public each year of basic information about this policy, including its content, any updates to the policy and implementation status. The District will make this information available via the district website and/or district-wide communications. The District will provide as much information as possible about the school nutrition environment. This will include a summary of the District's and schools' events or activities related to wellness policy implementation.

Revision: Remove

Triennial Progress Assessments

At least once every three years, the District will evaluate compliance with the wellness policy to assess the implementation of the policy and include:

- The extent to which schools under the jurisdiction of the District are in compliance with the wellness policy;
- The extent to which the District's wellness policy compares to the Alliance for a Healthier Generation's model wellness policy; and
- A description of the progress made in attaining the goals of the District's wellness policy.

The DWC will be responsible for managing the triennial assessment.

The DWC, in collaboration with individual schools, will monitor schools' compliance with this wellness policy.

The District or school will actively notify households/families of the availability of the triennial progress report.

Revisions and Updating the Policy

The DWC will update or modify the wellness policy based on the results of the annual School Health Index and triennial assessments and/or as District priorities change; community needs change; wellness goals are met; new health science, information, and technology emerges; and new Federal or state guidance or standards are issued. **The wellness policy will be assessed and updated as indicated at least every three years, following the triennial assessment.**

Community Involvement, Outreach, and Communications

The District is committed to being responsive to community input, which begins with awareness of the wellness policy. The District will actively communicate ways in which representatives of DWC and others can participate in the development, implementation and periodic review and update of the wellness policy through a variety of means appropriate for that district. The District will also inform parents of the improvements that have been made to school meals and compliance with school meal standards, availability of child nutrition programs and how to apply, and a description of and compliance with Smart Snacks in School nutrition standards. The District will use electronic mechanisms, such as email or displaying notices on the district's website, as well as non-electronic mechanisms, such as newsletters, presentations to parents, or sending information home to parents, to ensure that all families are actively notified of the content of, implementation of, and updates to the wellness policy, as well as how to get involved and support the policy. The District will ensure that communications are culturally and linguistically appropriate to the community, and accomplished through means similar to other ways that the district and individual schools are communicating important school information with parents.

The District will actively notify the public about the content of or any updates to the wellness policy annually, at a minimum. The District will also use these mechanisms to inform the community about the availability of the annual and triennial reports.

Revision: Remove

STANDARD OPERATING PROCEDURES (SOPs)

Standard Operating Procedures for Sumter County Schools are listed below. Each SOP will be attached to this food safety program. Foodservice staff will be made aware of all SOPs during initial and in ongoing training.

1. HACCP

- Food Safety and HACCP Training Program
- Record Keeping and Documentation
- Employee Orientation

2. Facilities and Equipment

- Cleanliness and Sanitation of the Cafeteria
- Equipment Cleaning and Sanitizing
- Facility and Equipment Maintenance
- Pest Control
- Storing and Using Poisonous or Toxic Chemicals
- Manual Warewashing
- Machine Warehousing Revision: Remove
- Ice Machine Usage
- Laundry and Linen Use

3. Personnel

- Employee Health and Personal Hygiene
- Washing Hands
- Gloves and Utensil Use
- Employee Eating and Drinking in the Workplace
- Contact with Blood and Bodily Fluids
- Visitors in Foodservice
- Tasting Method
- Assembling a Body Fluid Cleanup Kit Revision: Add

4. Purchasing To Storage

- Purchasing
- Receiving Deliveries
- Storage
- Date Marking Ready-To-Eat Time Temperature Control for Safety (TCS) Food
- Milk Requirements

5. Food Preparation

- Use of Thermometers
- Calibration of Thermometers
- Using Utensils When Handling Ready-To-Eat Foods
- Washing Fruits and Vegetables
- Thawing Foods
- Cooking Time Temperature Control for Safety (TCS) Foods
- Reheating Time Temperature Control for Safety (TCS) Foods
- Cooling Time Temperature Control for Safety (TCS) Foods

Preparing Cold Foods

Sack Lunches

Controlling Time and Temperature During Preparation **Revision: Add**

Preventing Cross Contamination During Storage and Preparation **Revision: Add**

6. Food Service

Holding Hot and Cold Time Temperature Control for Safety (TCS) Foods

Serving

Using Time Alone as a Public Health Control to Limit Bacteria Growth in Time/Temperature Control for Safety Foods **Revision: Add**

Serving Safe Food to Students with Food Allergies **Revision: Add**

7. Consumer Issues

Responding to a Foodborne Illness Complaint

Food Safety in Emergency Situations

Communicating During a Foodborne Illness Outbreak **Revision: Add**

Communicating Norovirus Prevention Methods **Revision: Add**

Handling a Food Recall **Revision: Add**

BID PRICE QUOTATION SHEET

PROJECT DIESEL - UNLEADED

DATE 07/30/2021

VENDOR	UNLEADED	DIESEL	
Pruitt Oil Hwy 80 E Uniontown, AL 36786	\$148,323.50	\$347,385.00	Total - \$495,708.50
Petroleum Traders Corporation 7120 Pointe Inverness Way Fort Wayne, IN 46804	\$138,378.50√	\$325,155.00√	Total - \$325,155.00√

√ Indicates Awarded bid



Sumter County Board of Education

P. O. Box 10 • Livingston, AL 35470 • 205 652-9605 • FAX: 205/652-9641

To: Board Members

From: Anthony L Gardner, Ed.D.
Superintendent

Date: April 9, 2021

Re: Revised Rate of Pay for Summer Personnel (Planning, Enrichment, Learning Program)

Board Members:

I would like to recommend that the Board of Education increase the rate of pay for Summer Personnel (Planning, Enrichment, Learning Program) as following:

Teachers from \$25.00 to \$40.00 per hour

Lead Teachers from \$30.00 to \$50.00 per hour

Administrators from \$35.00 to \$60.00 per hour

Thanks

(1) DCM (BC) Project No. _____

DCM Form B-2 (fully locally-funded K-12 Schools)
Revised April 2021

*To be completed using DCM Form B-3, "Checklist for Preparation of Agreement Between Owner and Architect."
Do not staple this form and/or attachments; use clips. Print single-sided; do not submit double-side printed documents.*

AGREEMENT BETWEEN OWNER AND ARCHITECT

• Supplemented by DCM Form B-2A, Standard Articles of the Agreement Between Owner and Architect

(2) Preparation date of this AGREEMENT by Architect/Engineer: August 10, 2021

(3) **The OWNER,**
Entity Name: Sumter County Board of Education
Address: PO Box 10
Livingston, AL 35470
Email & Phone #: agardner@sumter.k12.al.us / 205-652-9605

(4) **The** ☒ **ARCHITECT** ☐ **ENGINEER** (substitute "Engineer" for "Architect" hereinafter)
Firm Name: Lathan Associates Architects, P.C.
Address: 300 Chase Park South, Suite 200
Email & Phone #: Hoover, AL 35244
nellcott@lathanassociates.com / 205-988-9112

FEIN 63-1263929

(5) **The PROJECT** (Project Name, Owner and/or Architect Project #, Phase/Bid #, Address/Location, and brief Scope):
Emergency Partial Reroofing for James B. Jackson Memorial Stadium
(LAA # 21-76)
JBJS: Livingston Jr. High Road, Livingston, AL 35470

(6) **BUDGET:** The ☒ Tentative ☐ Fixed amount budgeted by the Owner for the Cost of the Work is
Two Hundred Thousand and 00/100 _____ Dollars (\$ 200,000.00).

BASIC SERVICES: Unless otherwise provided in the Special Provisions, the Architect shall render Basic Services A, B, C, D, and E for the above described Project in accordance with the "Standard Articles of the Agreement Between Owner and Architect".

(7) **BASIC FEE:** The Basic Fee to be paid the Architect shall be:
☐ the Fixed Fee of _____ Dollars (\$ _____).
☒ determined as a percentage of the Cost of the Work, at the Basic Fee Rate of 9% percent.
(If two or more rates are applicable, insert "multiple fee rates" and provide an explanation in Special Provisions.)

(8) **PROJECT CLASSIFICATION:** As defined in the current edition of Chapter 4-Supplement of the "Manual of Procedures of the Alabama Division of Construction Management" this Project is classified as follows:
☒ The Project is classified in Building Group III
☐ The Project is divided into Building Groups as stated in the Special Provisions of this Agreement
☐ The Project does not fall within a Building Group; see the Special Provisions of this Agreement

(9) **DETERMINATION of the BASIC FEE:**
☒ The Basic Fee has been determined in accordance with the current edition of Chapter 4-Supplement of the "Manual of Procedures of the Alabama Division of Construction Management"
☐ The Project is also classified as Major Renovation and the Basic Fee includes a _____% increase of the "Schedule of Basic Fee Rates" for Major Renovation per Chapter 4 - Supplement, Section D.
☒ The Basic Fee has been negotiated on the basis stated in the Special Provisions of this Agreement.

(10) **TIME PERIODS of the AGREEMENT:**

- a. Pursuant to Standard Article 9, the Architect may terminate the Agreement if the Project is postponed or delayed by the Owner for more than 12 months.
- b. The Design Schedule of Standard Article 11: 10 calendar days for Schematic Drawings;
10 calendar days for Preliminary Drawings
10 calendar days for Final Drawings.

(11) **TERM:** The term of the Agreement shall be for a period of twenty-four (24) months

cmmencing upon receipt of all requisite signatures and ending on (specific date required) August 20, 2023.

STANDARD ARTICLES: By reference, the current edition of "Standard Articles of the Agreement Between Owner and Architect" (DCM Form B-2A) is incorporated herein as the terms, conditions, and requirements of this Agreement, subject only to such modifications or supplementation of the "Standard Articles" as may be stated as Special Provisions below.

(12) **SPECIAL PROVISIONS** *(includes Special Services and Reimbursable Expenses. Special Services can be a lump sum if negotiated, or a Not-To-Exceed [NTE] amount. If Special Services have an NTE, the NTE and hourly rates must be stated in Special Provisions. Reimbursable Expenses must include an NTE amount in Special Provisions. If Special Provisions are continued in an attachment, identify the attachment below.):*

See Attachment "A" (Items 1-11)

(13) **CONSULTANTS:** Pursuant to Standard Article 10, the consultants to be employed by the Architect are:
(Insert Firm Name, Alabama Registration Number, Address, Phone Number and Email Address)

Civil Engineer

Structural Engineer

If required; Structural Design Group, Inc.
300 Chase Park South, Suite 125
Hoover, AL 35244
J. Stewart Lee, AL Reg # 17333
205-824-5200

Electrical Engineer

Mechanical Engineer

Others

The Owner does hereby certify that the terms and commitments of this Agreement do not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26.

(14)

APPROVAL

**ALABAMA STATE DEPARTMENT OF EDUCATION
(SDE)**
(Required for locally-funded SDE projects.)

By _____ Date: _____
State Superintendent of Education

CONTRACTING PARTIES

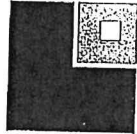
Lathan Associates Architects, P.C.
Architectural/Engineering Firm

By _____
Signature of Officer of Firm
Name & Title **Rick N. Lathan, AIA, President**

Sumter County Board of Education
Owner Entity

By _____
Signature
Name & Title **Dr. Anthony Gardner, Superintendent**

Review/Signature flow: Architect/Engineer (prepare and sign documents) > Owner (review and sign) > SDE (review, sign and distribute fully executed Agreement to all parties, forward a copy to the Alabama Division of Construction Management [DCM]). Note: DCM does not sign fully locally-funded K-12 project contract documents.



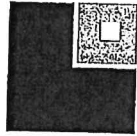
LATHAN ARCHITECTS

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205-988-9112 • FAX 205-988-9196
WWW.LATHANASSOCIATES.COM

Agreement Between Owner and Architect – Special Provisions Attachment “A”

1. Basic Fee shall be the Architect's compensation in full for satisfactorily providing Basic Services (A-E) as defined in the Agreement and Standard Articles, Article 3 DCM Form B-2A. The Basic Fee includes normal Structural, Mechanical and Electrical Engineering Design. Basic Fee also includes Civil Engineering for site drainage and grading only.
2. Basic Fee Rate, indicated on page one, is based upon the tentative Cost of Work. Actual Fee percentage shall be adjusted in accordance with the current edition of the “Manual of Procedures of the Division of Construction Management” to reflect the actual cost of the work including Change Orders and Estimated Sales Tax Savings from DCM Form C-3.
3. To provide for Fair Market Value, it is hereby agreed that the Cost of the Work, to be used as the basis for determining fees for architectural services, (OPTION 1) shall include the associated Estimated Sales Tax Savings Amount as provided on DCM Form C-3 provided at bid by the successful bidder, in addition to any Owner provided/purchased materials and/or labor OR (OPTION 2) if the Owner chooses to appoint the General Contractor as their Purchasing Agent, shall include all material costs and labor provided and/or paid direct by the Owner in addition to the Estimated Sales Tax Savings Amount as provided on DCM Form C-3 provided at bid by the successful bidder. The choice of option shall be determined by the method of material purchasing administration which is utilized with the Construction Contract.
4. Adjustment for Major Renovation. An increase of up to 25% in the Basic Fee Rate will be allowed for major renovation projects. This adjustment is intended to provide compensation to the design professional for the added effort required to investigate and develop drawings of existing conditions and other additional work required for renovation. A project is considered a major renovation if more than 50% of the construction cost involves renovations and alterations.
5. Reimbursable Expenses and Additional Services shall be billed at 1.10% of direct cost and shall include such items as miscellaneous engineering (See Special Provision 6, below), advertisements for bid, printing, and shipping. Expense of long-distance travel (beyond 50 miles of Hoover, AL) in connection with the Project shall be billed at the State of Alabama Current Allowable Rates without markup.
6. The following engineering, consultant's services and other costs are excluded from Basic Fee and will be paid by the Owner with markup as defined in Special Provision 5:
 - Architect's On-site Representative for the following;
 - Geotechnical Engineering (including IBC Special Inspections and Construction Material Testing).
 - Civil Engineering - including boundary survey, topographical survey, as-built survey, right of way engineering, permitting, and site utilities.
 - Architectural and Engineering Peer Reviews required for Storm Shelters.
 - Engineering not specifically mentioned as included within Basic Fee is excluded.
7. The Owner may employ Third Party Consultants that are not included within the Basic Fee. The Architect shall be indemnified by Third Party Consultants under separate contracts with Owner outside of this Agreement. Fees for third-party services shall be paid directly by the Owner by direct billing from the Owner's Consultants, excluded from Reimbursable Expenses and Additional Services of this Agreement.

SPECIAL PROVISIONS ATTACHMENT “A” – CONTINUED ON NEXT PAGE



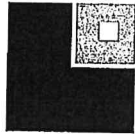
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- Third Party consultants may include the following;
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 - Third Party Landscape Architects
 - Third Party Special Acoustical and Lighting Engineering
 - Third Party Kitchen Consultant/Designer
 - Third Party Voice and Data Engineering
 - Third Party Roofing Consultants
 - Third Party Mechanical and Electrical Commissioning
 - Third Party Project Management Consultants
- 8. All project alternates will be billed per standard fee rate set for its respective type of construction. If alternates are designed and not constructed, then 75% of said fee shall be billed.
- 9. Construction that is designed and self-performed by the Owner will be billed based upon Fair Market Value estimate, as defined in Special Provisions 3, and per standard fee rate set for its respective type of construction. If construction to be self-performed by the Owner is designed and not constructed, then 75% of said fee shall be billed.
- 10. The maximum not-to-exceed amount for this agreement's basic services shall be \$18,000.00 based upon the Owner's tentative Cost of Work. Once awarded, this fee will be adjusted to the actual cost of work as is previously outlined in Special Provisions. Reimbursable expenses under this agreement shall be an additional maximum not-to-exceed amount of \$2,000.00 as outlined in Special Provisions 5 & 6. Once awarded, this fee will be adjusted to reflect any changes in permitting or additional fees due to the actual cost of the work. Additional services under this agreement shall be an additional maximum no-to-exceed amount of \$ N/A. Estimated total compensation under this agreement including basic services, reimbursable expenses, additional services shall not exceed \$20,000.00 unless increased through future amendments for actual cost of work, actual reimbursables and future change orders.
- 11. Betterment: If, due to Architect or consultant negligence, a required item or component of the Project is omitted from the construction documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. However, the Architect or consultant will be responsible for paying the "premium cost" of such addition, which is the difference in cost that the Owner pays to add the item or component and the cost that the Owner would have paid for the item or component had it been included in the Bid Documents. In no event will the Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

SPECIAL PROVISIONS ATTACHMENT "A" – END



LATHAN ARCHITECTS

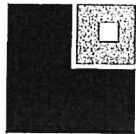
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5. Reimbursable Expenses and Additional Services shall be billed at 1.10% of direct cost and shall include such items as miscellaneous engineering (See Special Provision 6, below), advertisements for bid, printing, and shipping. Expense of long-distance travel (beyond 50 miles of Hoover, AL) in connection with the Project shall be billed at the State of Alabama Current Allowable Rates without markup.
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SPECIAL PROVISIONS ATTACHMENT “A” – CONTINUED ON NEXT PAGE





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- 10. The maximum not-to-exceed amount for this agreement's basic services shall be \$31,600.00 based upon the Owner's tentative Cost of Work. Once awarded, this fee will be adjusted to the actual cost of work as is previously outlined in Special Provisions. Reimbursable expenses under this agreement shall be an additional maximum not-to-exceed amount of \$2,000.00 as outlined in Special Provisions 5 & 6. Once awarded, this fee will be adjusted to reflect any changes in permitting or additional fees due to the actual cost of the work. Additional services under this agreement shall be an additional maximum no-to-exceed amount of \$ N/A. Estimated total compensation under this agreement including basic services, reimbursable expenses, additional services shall not exceed \$33,600.00 unless increased through future amendments for actual cost of work, actual reimbursables and future change orders.
- 11. Betterment: If, due to Architect or consultant negligence, a required item or component of the Project is omitted from the construction documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. However, the Architect or consultant will be responsible for paying the "premium cost" of such addition, which is the difference in cost that the Owner pays to add the item or component and the cost that the Owner would have paid for the item or component had it been included in the Bid Documents. In no event will the Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

SPECIAL PROVISIONS ATTACHMENT “A” – END

ELEVATE K-12

SUMTER COUNTY SCHOOLS: SUMTER CENTRAL HIGH SCHOOL

CLASSROOM INSTRUCTION: SPANISH I & II, CODING, COMPUTER
SCIENCE

PROPOSAL

AUGUST 5TH, 2021

Tier 1 Live Streaming Online Instruction



School Year 2021-2022

Tier 1	Sumter Central HS	Sumter Central HS	Sumter Central HS	Sumter Central HS
Instructor : Student Ratio	1:30	1:30	1:30	1:30
Subjects	Spanish I	Spanish II	Coding 1 & 2 (with units of Cybersecurity)	Computer Science 1 & 2 (with units of Cybersecurity)
Grades	High School	High School	High School	High School
Classroom Manager (paraprofessional)	Provided by school, trained and managed by Elevate K-12	Provided by school, trained and managed by Elevate K-12	Provided by school, trained and managed by Elevate K-12	Provided by school, trained and managed by Elevate K-12
# of Periods	3 Periods (90 minutes daily for one semester)	3 Periods (90 minutes daily for one semester)	3 Periods (90 minutes daily for one semester)	3 Periods (90 minutes daily for one semester)
Cost per Period / Semester	\$11,000	\$11,000	\$11,000	\$11,000
Total Budget	\$33,000	\$33,000	\$33,000	\$33,000
Total Semester Budget: \$132,000				

Tier 1 Live Streaming Online Instruction

	Scope of Services (Detail)
Description	High Quality Live Streaming Instruction for Tier 1 Classes
Agreement Dates	August 9, 2021 - May 27, 2022
Current Academic Year Dates	August, 2020 - May, 2021
Weekly Format of Class	Daily 90 minute blocks (1x/month assessment or project based)
Content Area and Grade Levels	Content Areas: Spanish I, Spanish II, Coding 1 & 2, Cybersecurity 1 & 2. Additional subjects to be agreed upon as discussed.
Elevate K-12 Staff Provided	<ul style="list-style-type: none"> ❖ High-quality live, online instructors assigned as Teacher of Record ❖ 1 Academic Performance Manager (APM) is located virtually within each online class ❖ 1 Operations Manager will be assigned for implementation support and program management
Customer Staff Provided	1 Classroom Manager (paraprofessional) for each class period 1 Point of Contact for implementation and operation
Equipment Provided by Customer ("Customer Equipment")	Classroom space, projector, screen, adequate internet access and bandwidth
Equipment Provided by Elevate K-12 ("Elevate Standard Equipment")	speakers, microphone, camera, headsets (optional)
TOTAL BUDGET AMOUNT	<p>Minimum \$132,000. – Budget based on equivalent of 12 periods of 90 minutes for one semester.</p> <p>Maximum \$264,000. – Budget based on equivalent of 24 periods of 90 minutes for one semester.</p>

Tier 1 Live Streaming Online Instruction

Program Details

Congratulations! You are on your way to investing in high-quality live streaming online instruction for your students. We are thrilled with the opportunity to partner with true visionaries like you. Elevate K-12 is a unique and powerful program. We have created a live streaming online school within your actual school, designed to help students achieve their true potential and learn the skills and concepts that will support their future educational achievements. Our program closely monitors the progress of every student individually so that we can help increase their understanding, their test scores and support their specific needs.

Sumter County Schools is investing in a high-quality live streaming online instruction program for a maximum number of students in each class for the specified content area(s). The Elevate K-12 large group class will be delivered online to the students through web (Elevate K-12 online platform) and the students will be in school during the class. The class will be delivered as a full semester program Monday through Friday. The Elevate K-12 class will be a blend of live streaming online instruction and project based learning opportunities.

The Total Budget includes the following for each classroom:

Overall Class Structure:

- The overall class structure will be a mix of
 - Live streaming online instruction delivery
 - Fun live activities

Live Online Instruction Delivery:

- The live online classroom will be delivered via web (Elevate K-12 online platform) in an actual school classroom.
- Each classroom and group will maintain the same dedicated instructor throughout the duration of the class unless a change is requested, or the instructor has an emergency leave.
- Each instructor undergoes rigorous training in the content area and specifically on effective live online instruction.
- The live online instructor will meet the certification requirements as stated by the school. Instructors will either be certified in the state, eligible for certification in the state, or certified in another state.

Quality and Project Management:

Tier 1 Live Streaming Online Instruction

- Elevate K-12 will assign one Operations Manager (OM) for the School District Program held at designated School(s).
- District will assign one Classroom Manager (CM) to each classroom.
- A Virtual Academic Performance Manager (APM) will monitor the performance of the instruction sessions virtually. Elevate K-12 assigns the APM.
- Each school must dedicate one school point of contact for the OM and APM.
- The various managers are dedicated to the program to ensure a strong fidelity of implementation.
- Elevate K-12 will also share periodic reports and information on student progress.

Equipment:

- **Elevate K-12 will provide:** speakers, camera, microphone(s), headsets (optional)
- **School will provide:** large screen, projector.

Progress Monitoring:

- The schools will be able to track student progress.
- The dedicated Elevate K-12 POC will also share periodic information with the school.

Program Information and Implementation:

- Generally it takes 2 weeks total for planning and implementation. Elevate K-12 will need 2 weeks for class and technology set up.
- We would like to complete all installations and pre-assessments as soon as possible. The school must provide all information about the program including:
 - Desired start date
 - Number of sessions or program dates/length
 - Number of students
 - Instructional ratio
 - Content areas
 - Grade levels
 - The technology set up at the school (Schools with no student laptops/desktops cannot use Tier 1)
 - Any hiring special needs, like certification or fingerprinting

Tier 1 Live Streaming Online Instruction

Classes List

HIGH SCHOOL CLASSES (9-12)		MIDDLE SCHOOL CLASSES (6-8)		ELEMENTARY SCHOOL CLASSES (K-5)
Co-ordinate Algebra	Chemistry	Math		Spanish, French (Enrichment)
Foundations of Algebra	Physics	ELA		Math (Grades 4&5)
Algebra 1&2	Economics	Science		Coding Enrichment (Grades 3-5)
Geometry	Spanish 1&2	Social Studies		
Calculus	French 1&2	Spanish 1&2		
Support Algebra	American Sign Language 1&2	French 1&2		
Support Geometry	US History	American Sign Language 1&2		
ELA - 9	US Government/Civics	US History		
ELA - 10	World History	US Government/Civics		
ELA - 11	US Geography	World History		
ELA - 12	World Geography	US Geography		
Biology	Earth/Physical Science	World Geography		
Computer Science 1&2 (One semester class)		Computer Science 1&2 (One semester class)		

Don't see a class you need?
We can build it for you!

Payment terms:

Upon signature of Agreement, Customer will issue an Order Form for the Services to be delivered during the Academic Year. Customer agrees to the following payment terms, as reflected by selecting one option below:

- Full invoice for the balance for current Academic Year prepared and sent in conjunction with the signing of Agreement (2% discount for payment of the total academic year programs within 30 days of invoicing).
- Other options available as per MSA

.....
For any questions please contact:

REP NAME

Email: Keenan Lang-Backe

Cell: (414) 312-1445

Email: keenan.langbacke@elevatek12.com

We look forward to partnering with you to serve your students!

Resignation of Personnel

ACTION AGENDA (____ New / ____ Unfinished Business)

Item: Resignations of Personnel

Background Information:

Item No: _____ pp

Exhibit: _____

<u>NAME</u>	<u>SCHOOL/POSITION</u>	<u>EFFECTIVE DATE</u>
-------------	------------------------	-----------------------

Certificated Resignations

Erica L Barrow	SCHS/TEAMS - Math	07/23/2021
Faye J Golden	SCHS/TEAMS - Science	07/21/2021
Simuel Toole III	SCHS/Special Education	07/30/2021

¹ Applying for Alabama certification via an alternative approach

² Certificated employee in a classified position

Recommendation: That the Board approve the retirement and resignations of the personnel mentioned hereinabove.

Date: August 6, 2021 Submitted by: _____

The Superintendent concurs in this recommendation and submits same for Board consideration for approval.

Date: _____ Superintendent: _____

Tuesday, August 10, 2021

Employment Rescindment

ACTION AGENDA (____New / ____Unfinished Business)

Item: Rescission of Employment of Personnel

Background Information:

Item No: _____ pp

Exhibit: _____

<u>NAME</u>	<u>SCHOOL/POSITION</u>	<u>EFFECTIVE DATE</u>
-------------	------------------------	-----------------------

Rescission of Certificated Employment

Tanisha Strode	LJHS/Elementary	08/03/2021
Elroy G Skinner	SCHS/TEAMS Math	07/27/2021
Zakiya N Thomas-Couch	SCHS/Spanish	08/03/2021

¹ Applying for Alabama certification via an alternative approach

² Certificated employee in a classified position

Recommendation: That the Board approve the rescission of employment of personnel as listed hereinabove.

Date: August 6, 2021 Submitted by: _____

The Superintendent concurs in this recommendation and submits same for Board consideration for approval.

Date: _____ Superintendent: _____

Tuesday, August 10, 2021

Employment of Personnel

ACTION AGENDA (____ New / ____ Unfinished Business)

Item No: _____ pp

Item: Employment of Personnel

Exhibit: _____

Background Information:

NAME	SCHOOL/POSITION	REPLACING	EFFECTIVE DATE	CERT
<u>Certificated</u>				
Shalane A Harden	KJH/English	Gloria Anderson	08/11/2021	Pending/Emg
Olympis S Spencer	KJH/Math	Ann Spree	08/10/2021	Pending/Emg
Joyce F Morris	LJHS/Elementary	Anthony Williams	08/09/2021	Pending/Alt
Be'Ana D Wade	YWE/English	Gloria Anderson	08/09/2021	Pending/Alt
Deborah Y Sommerville	SCHS/Science	Chereme Gaines	08/04/2021	Yes
Derrick D Williams	SCHS/Adjunct-Math	Michaela Smith	08/09/2021	
Curtis Jones	BELL/Adjunct-Automotive	Joseph Bennett	08/09/2021	Yes
Andrea D Simmons	CENT/Director Curriculum/Instruction	Melissa Woods	09/01/2021	Yes
<u>Certificated Interim</u>				
Tajii R Nord	YWE/Interim Principal	Celester Bolden	08/05/2021	Yes
Kimberly L Gooden-Wilson	SCHS/Interim Asst Principal	Tajii Nord	08/05/2021	Yes
<u>Classified</u>				
Shunetta Adams	KJH/School Nurse	Carolyn Gosa	08/04/2021	RN
Reshonda J Lawson	LJHS/PreK Auxiliary		08/09/2021	
Jeremy M Inge	SCHS/School Nurse	Carol Fitch	08/04/2021	RN

¹ Applying for Alabama certification via an alternative approach

² Certificated employee in a classified position

Recommendation: That the Board approve the assignments as submitted hereinabove.

Date: August 6, 2021 Submitted by: _____

The Superintendent concurs in this recommendation and submits same for Board consideration for approval.

Date: _____ Superintendent: _____

Tuesday, August 10, 2021



Sumter County Board of Education

P. O. Box 10 • Livingston, AL 35470 • 205/652-9605 • FAX: 205/652-9641

To: Board Members

From: Anthony L Gardner, Ed.D.
Superintendent

Date: April 9, 2021

Re: Adjunct Instructors

Board Members:

I would like to recommend that the Board of Education rate of pay for Adjunct Instructors are as following:

Certificated Instructors - \$35.00 per hour

Non-Certificated Instructors - \$25.00 per hour

Thanks