

## Meeting Minutes

Printed : 9/1/2020 12:06 PM CST

Regular Meeting

07/15/2020 05:00 PM

Via Zoom Meeting - Telephone Conference

***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

Ms. Tommie Campbell, Chairman  
Ms. Julene Delaine, Vice Chairman  
Mr Glenn Harris Jr, Board Member  
Mrs Jeanette Payne, Board Member  
Mrs Daisybelle Quinney, Board Member  
Ms Darla Spencer, Board Member

### A. CALL TO ORDER

Meeting called to order by Board Chair Campbell at 5:20 pm

### B. ESTABLISHMENT TO QUORUM

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

President	Ms. Tommie Campbell
Vice President	Ms. Julene Delaine
	Mrs. Daisybelle Thomas-Quinney
	Ms. Jeanette Brassfield-Payne
	Ms. Darla Spence
	Mr. Glenn Harris, Jr.
Superintendent	Dr. Anthony L Gardner
Attorney	Ms. Diane Gamble

President Campbell declared a quorum.

### C. TEMPORARILY SUSPEND CERTAIN PROVISIONS OF ALABAMA ADMINISTRATIVE CODE 290-010-010.04

The Board President recommends adoption of a motion "to approve the temporarily suspend certain provisions of Alabama Administrative code 290-010-010.04

Motion made by: Mrs Daisybelle Quinney

Motion seconded by: Mrs Jeanette Payne

Voting

Ms. Tommie Campbell - Yes

Ms. Julene Delaine - Yes

Mr Glenn Harris Jr - Yes

Mrs Jeanette Payne - Yes

Mrs Daisybelle Quinney - Yes

Ms Darla Spencer – Yes

Motion Passed

D. APPROVAL OF AGENDA

The Board President recommends adoption of a motion "to approve the agenda for July 15, 2020 with amendment to change Item 1 from Resignation to Retirement

Motion made by: Ms. Julene Delaine

Motion seconded by: Mrs Daisybelle Quinney

Voting

Ms. Tommie Campbell - Yes

Ms. Julene Delaine - Yes

Mr Glenn Harris Jr - Yes

Mrs Jeanette Payne - Yes

Mrs Daisybelle Quinney - Yes

Ms Darla Spencer – Yes

Motion Passed

E. APPROVAL OF MINUTES June 9, 2020

Motion made by: Ms Darla Spencer

Motion seconded by: Mrs Daisybelle Quinney

Voting

Ms. Tommie Campbell - Yes

Ms. Julene Delaine - Yes

Mr Glenn Harris Jr - Yes

Mrs Jeanette Payne - Yes

Mrs Daisybelle Quinney - Yes

Ms Darla Spencer – Yes

Motion Passed

F. FINANCIAL REPORT

**Mrs. Meeks presented the summary of budget to actual general fund thru May.**

**February 2020**

The comparison of actual to the budget for February 2020. The revenues received for February **\$4,896,535.90** and **\$4,816,439.13** total expenditures. The beginning Fund Balance **\$2,370,330.77** and the ending Fund Balance **\$2,354,862.43**

**Payroll Total- \$ 939,363.14**

**Accounts Payable**

State Funds	\$56,001.35
Federal Fund	\$117,182.66
Local Fund	<u>\$169,549.10</u>
<b>Total</b>	<b>\$342,733.11</b>

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**March 2020**

The comparison of actual to the budget for March 2020. The revenues received for March \$6,183,468.63 and \$5,857,273.34 total expenditures. The beginning Fund Balance \$2,370,330.77 and the ending Fund Balance \$2,602,335.95

**Payroll Total- \$ 930,152.97**

**Accounts Payable**

State Funds	\$94,824.82
Federal Fund	\$88,315.84
Local Fund	<u>\$168,082.39</u>
<b>Total</b>	<b>\$351,223.05</b>

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**April 2020**

The comparison of actual to the budget for April 2020. The revenues received for April \$7,117,719.54 and \$6,796,958.58 total expenditures. The beginning Fund Balance \$2,370,330.77 and the ending Fund Balance \$2,596,901.62.

**Payroll Total- \$918,686.04**

**Accounts Payable**

State Funds	\$81,627.67
Federal Fund	\$39,678.06
Local Fund	<u>\$121,084.24</u>
<b>Total</b>	<b>\$242,389.97</b>

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**May 2020**

The comparison of actual to the budget for May 2020. The revenues received for May \$8,045,450.21 and \$7,699,048.32 total expenditures. The beginning Fund Balance \$2,370,330.77 and the ending Fund Balance \$2,622,542.55.

**Payroll Total- \$ 921,083.33**

**Accounts Payable**

State Funds	\$52,928.45
Federal Fund	\$9,223.05
Local Fund	<u>\$218,042.31</u>
<b>Total</b>	<b>\$280,193.81</b>

All bank statements have been reconciled thru May 2020. All financials have been uploaded to the state department and they are available on the Sumter County Board of Education website as well.

G. MONTHLY FINANCIAL REPORT

The Board President recommends adoption of a motion "to approve **Payroll, Bills, Claims and Financial Reports**

Motion made by: Mrs Jeanette Payne

Motion seconded by: Ms. Julene Delaine

Voting

Ms. Tommie Campbell - Yes

Ms. Julene Delaine - Yes

Mr Glenn Harris Jr - Yes

Mrs Jeanette Payne - Yes

Mrs Daisybelle Quinney - Yes

Ms Darla Spencer – Yes

Motion Passed

H. CONSENT AGENDA

The superintendent recommends adoption of a motion "to approve the consent agenda as presented in Exhibit A thru G herein."

- A. Transportation Department Permission to Bid
- B. CNP Department – Meal Prices for 2020-2021
- C. Child Nutrition Programs Bids
- D. Resolutions Items 1
- E. Resolutions Items 2
- F. Medicaid Administrative Claim (MAC) Program Contracts
- G. Virtual Summer School – Sumter Central High School
  - Rachael Harris
  - Michelle Merriweather
  - Barbara Ngbwa Ntse
  - Arnita Robinson
  - Joeva Thomas
  - Simuel Toole
  - Dr. Kimberly Wilson
  - Felecia Yates
  - Dr. Tajii Nord – Lead Teacher

I. NEW ACTION ITEMS

1. Administrative/Instructional Stipend

The superintendent recommends the adoption of a motion to approve Administrative/Instructional Stipend as stipulated in Exhibit H1 herein.

Motion made by: Ms. Julene Delaine

Motion seconded by: Mrs Daisybelle Quinney

Voting

Ms. Tommie Campbell - Yes

Ms. Julene Delaine - Yes

Mr Glenn Harris Jr - Yes

Mrs Jeanette Payne - Yes

Mrs Daisybelle Quinney - Yes

Ms Darla Spencer – Yes

After a Brief Discussion, The Motion Passed.

2. Roadmap to Reopening School Task Force Stipend

The superintendent recommends the adoption of a motion to approve Roadmap to Reopening School Task Force Stipend as stipulated in Exhibit H2 herein.

Motion made by: Ms Darla Spencer

Motion seconded by: Ms. Julene Delaine

Voting

Ms. Tommie Campbell - Yes

Ms. Julene Delaine - Yes

Mr Glenn Harris Jr - Yes

Mrs Jeanette Payne - Yes

Mrs Daisybelle Quinney - Yes

Ms Darla Spencer – Yes

Motion Passed

3. Pandemic Preparedness Plan

The superintendent recommends the adoption of a motion to approve Pandemic Preparedness Plan as stipulated in Exhibit H3 herein.

Motion made by: Mrs Daisybelle Quinney

Motion seconded by: Ms. Julene Delaine

Voting

Ms. Tommie Campbell - Yes

Ms. Julene Delaine - Yes

Mr Glenn Harris Jr - Yes

Mrs Jeanette Payne - Yes

Mrs Daisybelle Quinney - Yes

Ms Darla Spencer – Yes

Motion Passed

4. The Sumter County Board of Education Road Map to Reopening Plan for the school year 2020-2021

The superintendent recommends adoption of a motion to approve the Sumter County Board of Education Road Map to Reopening Plan for the school year 2020-2021 as

provided under separate cover herein.

Motion made by: Mrs Daisybelle Quinney

Motion seconded by: Ms. Julene Delaine

Voting

Ms. Tommie Campbell - Yes

Ms. Julene Delaine - Yes

Mr Glenn Harris Jr - Abstain

Mrs Jeanette Payne - Yes

Mrs Daisybelle Quinney - Yes

Ms Darla Spencer – Yes

Motion Passed

5. The Start Of The 2020-2021 School Year Implementing the Full Virtual Instructional Option

The superintendent recommends adoption of a motion to begin the school year by implementing the Full Virtual Instructional Option. However, as COVID-19 conditions improve within Sumter County, AL, we will gradually bring students back into the buildings starting with the Blended Instructional Option and hopefully the traditional instructional option, as provided under separate cover herein.

Motion made by: Mrs Jeanette Payne

Motion seconded by: Mrs Daisybelle Quinney

Voting

Ms. Tommie Campbell - Yes

Ms. Julene Delaine - Yes

Mr Glenn Harris Jr - Yes

Mrs Jeanette Payne - Yes

Mrs Daisybelle Quinney - Yes

Ms Darla Spencer – No

After a brief discussion, Motion Passed.

#### J. PERSONNEL

1. Retirement of Personnel

The superintendent recommends the adoption of a motion to approve the retirement of personnel as stipulated in Exhibit I1 herein

<u>NAME</u>	<u>SCHOOL/POSITION</u>	<u>EFFECTIVE DATE</u>
Classified Retirement		
Mark E Washington	LJHS/Custodian	09/01/2020

Motion made by: Ms Darla Spencer

Motion seconded by: Ms. Julene Delaine

Voting

Ms. Tommie Campbell - Yes

Ms. Julene Delaine - Yes

Mr Glenn Harris Jr - Yes  
Mrs Jeanette Payne - Yes  
Mrs Daisybelle Quinney - Yes  
Ms Darla Spencer – Yes

Motion Passed.

2. Employment of Personnel

The superintendent recommends the adoption of a motion to approve the employment of personnel as stipulated in Exhibit I2 herein.

NAME	SCHOOL/POSITION	REPLACING	EFFECTIVE DATE	CERT.
Certificated				
TyReice D Mack	LJHS/Elementary	Fannie Brown	08/18/2020	Yes
Classified				
Teretha Lewis	SCHS/CNP Manager	Charles Otis	08/18/2020	

Motion made by: Mrs Daisybelle Quinney

Motion seconded by: Ms. Julene Delaine

Voting

Ms. Tommie Campbell - Yes  
Ms. Julene Delaine - Yes  
Mr Glenn Harris Jr - Yes  
Mrs Jeanette Payne - Yes  
Mrs Daisybelle Quinney - Yes  
Ms Darla Spencer – Yes

Motion Passed.

3. Transfer of Personnel

The superintendent recommends the adoption of a motion to approve the transfer of personnel as stipulated in Exhibit I2 herein.

NAME	FROM/POSITION	TO/POSITION	REPLACING	EFFECTIVE DATE
Classified Intent to Transfer/Reclassify				
Claudia D Wade	CENT/Secretary– Spec Ed	TRAN/Secretary	Patricia Bryant	07/16/2020

Motion made by: Ms. Julene Delaine

Motion seconded by: Mr Glenn Harris Jr

Voting

Ms. Tommie Campbell - Yes  
Ms. Julene Delaine - Yes  
Mr Glenn Harris Jr - Yes  
Mrs Jeanette Payne - No  
Mrs Daisybelle Quinney - Yes  
Ms Darla Spencer – No

Motion Passed.

K. SUPERINTENDENT'S REPORT

- Sumter County Road Map to Reopen School Plan. Also a copy of the plan will be posted to the District's web site.
- Thank You to the Sumter County Administrators, Faculty and Staff for all that they do.
- Special Thank You to Mrs. Latonya Johnson for credentialing seven students this school year.
- Preparing a Public Service Announcement video that will provide a brief synopsis of the Sumter County Road Map To Open School

L. ADJOURN

Adjourn - 6:32 pm

Next Meeting - August 11, 2020 at 5:00 pm

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Chairperson

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Secretary



# Sumter County Board of Education

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

## Memo

**To:** Dr. Anthony Gardner, Superintendent  
**CC:** Sumter County School Board Members  
**From:** Larry Stanton, Transportation Director  
**Date:** July 9, 2020  
**Re:** Invitation To Bid

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This memo comes as a request to send out the Invitation To Bid for Unleaded Gasoline and Diesel Fuel. The current bids accepted for approval for the 2019- 2020 scholastic year will expire at the end of September 2020. It is the desire of the Transportation Department to open the bidding process so that the necessary paperwork will already be in place prior to that time and available for the August 2019 board meeting. I would like to be able to send out the packet information by certified mail as required by law on Friday, July 17, 2020 with the Bid Ending Date of Friday, July 31, 2020.

The Invitation To Bid is attached for your approval. Thank you for your consideration of this matter of importance. Should there be questions or concerns please do not hesitate to contact me at 205-652-2940 ext. 1306.

TRANSPORTATION DEPARTMENT



# Sumter County Board of Education

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

July 2, 2020

Sumter County Board of Education Members:

Due to the Sumter County Board of Education operating the Community Eligibility Provision (CEP), which allows students to eat reimbursable meals at no charge, and from guidance of Alabama State Department of Education Child Nutrition Program staff, prices for employee and visitor meals must be set at a price following the formula below:

price of USDA's reimbursement of a meal at the free rate + value of donated foods

Using the above formula and the approval of the State Department of Education Child Nutrition Program staff, the 2020-2021 meal prices set for employee and visitor meals are as follows:

	<u>Breakfast</u>	<u>Lunch</u>
Board of Education Employee	2.25	3.75
Visiting Adult	2.25	3.75
Visiting Student	2.25	3.75

Sincerely,

*Heather Shambry*

Heather Shambry  
Child Nutrition Program Director

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

**PRODUCE BID OPENING  
BID NUMBER: 2020-Produce  
July 2, 2020  
Sumter County Material Center  
9:30 a.m.**

	<b>Items 1-60 (see attachments)</b>
<b>Forestwood Farm. Inc.</b>	<b>\$29,219.25</b>
<b>Regional Produce Distributors, LLC</b>	<b>No Bid</b>

**Award Bid To: Forestwood Farm, Inc.**

Forestwood

**Bid Pricing Form**  
**Bid # 2020-Produce**

July 2, 2020, 9:30 a.m.

**Due Date/Time**

Bidders must list something in every item listed. If you are not bidding that item, put "no bid" in the block. Failure to write a price or "no bid" in every item will result in your bid being rejected. Prices are not to exceed three (3) decimal places.

(A) Item No.	(B) Est. Qty.	(C) Description/Unit	(D) Market Cost	(E) Distrib. Fee	(F) Unit Sell Price (D) + (E)	(G) Extended Price (B) + (F)
1	50	Apples, Red Delicious, fresh, Washington Fancy, Extra Fancy, or Eastern, U.S. No. 1 or Higher. Min. 40 lb case, 110-113 Ct/Case	20.00	2.95	22.95	1147.50
2	25	Apples, Golden Delicious, fresh, Washington Fancy, Extra Fancy, or Eastern, U.S. No. 1 or Higher. Min. 40 lb case, 113-125 Ct/Case	21.00	2.95	23.95	598.75
3	10	Apples, Granny Smith, fresh, tart green apple, U.S. No. 1 or Higher. Min. 40 lb case, 113-125 Ct/Case	22.00	2.95	24.95	249.50
4	50	Apple Slices, US No. 1, individually packaged, 100/2oz. package/case	26.00	2.95	28.95	1447.50
5	75	Bananas, fresh, green #3 color, medium size, 40#/case	14.00	2.95	16.95	1271.25
6	25	Broccoli Florets, fresh cut, prepared from U.S. No. 1 or higher, 6/3#/Case	23.75	2.95	26.70	667.50
7	10	Broccoli Florets, fresh cut, prepared from U.S. No. 1 or higher, 3/3#/Case	13.75	2.95	16.70	167.00
8	10	Broccoli Florets, fresh cut, prepared from U.S. No. 1 or higher, #3 bag	4.50	2.95	7.45	74.50
9	10	Cabbage, Green, fresh, U.S. No. 1 or higher, 50#/Case	12.00	2.95	14.95	149.50
10	10	Cabbage, Red, fresh cut, shredded, uniformity cut 1/8-1/4, gas permeable packaging, code dated, 5#/bag	4.50	2.95	7.45	74.50
11	25	Cabbage, Slaw Shred w/Carrots and Red cabbage, 4/5# Case	16.00	2.95	18.95	473.75
12	10	Cantaloupe, fresh, U.S. No. 1, 12 count/case	15.00	2.95	17.95	179.50
13	50	Carrot Sticks, fresh, U.S. no. 1 or higher, gas permeable packaging, sulfite free, code dated, 4/5#/Case	22.00	2.95	24.95	1247.50
14	50	Carrots, Shredded, fresh, U.S. No. 1 or higher, gas permeable packaging, sulfite free, code dated, 4/5#/Case	19.00	2.95	21.95	1097.50
15	20	Carrots, Shredded, fresh, U.S. No. 1 or higher, gas permeable packaging, sulfite free, code dated, 2/5# bag/Case	10.00	2.95	12.95	259.00
16	10	Carrots, Shredded, fresh, U.S. No. 1 or higher, gas permeable packaging, sulfite free, code dated, 5 lb/Case	5.50	2.95	8.45	84.50
17	10	Cauliflower, floret, fresh, U.S. No. 1 or higher, gas permeable packaging, sulfite free, code dated, 4/5#/Case	24.00	2.95	26.95	269.50
18	25	Celery, Diced, fresh, U.S. No. 1 or higher, gas permeable packaging, sulfite free, code dated, 4/5#/Case	24.00	2.95	26.95	673.75

pg total: 10,132.50

Forestwood

(A) Item No.	(B) Est. Qty.	(C) Description/Unit	(D) Market Cost	(E) Distrib. Fee	(F) Unit Sell Price (D) + (E)	(G) Extended Price (B) + (F)
19	50	Celery Sticks, fresh, U.S. No. 1 or higher, gas permeable packaging, sulfite free, code dated, 4/5#/Case	24.00	2.95	26.95	1347.50
20	100	Cucumbers, fresh, select, U.S. No. 1 or higher, 5# bag	2.50	2.95	5.45	545.00
21	10	Greens, Collards, Fresh Cut 6/2#/Case	16.00	2.95	18.95	189.50
22	10	Greens, Turnip, Fresh Cut 6/2# Case	16.00	2.95	18.95	189.50
23	50	Grapes, Red Seedless, fresh, U.S. No. 1, domestic, 18-20 #/Case	18.00	2.95	20.95	1047.50
24	25	Grapes, Green Seedless, fresh, U.S. No. 1, domestic, 18-20 #/Case	19.00	2.95	21.95	548.75
25	10	Honeydew Melon, fresh, U.S. No. 1, 5-9 count/Case	12.00	2.95	14.95	149.50
26	10	Kiwi Fruit, fresh, U.S. No. 1, domestic preferred, packed in single layer flats or volume fill, 36 count/case	11.00	2.95	13.95	139.50
27	25	Lettuce, Iceberg, Shredded, Fresh, U.S. No. 1 or higher, 4/5#/Case	14.00	2.95	16.95	423.75
28	10	Lettuce, Iceberg, Shredded, Fresh, U.S. No. 1 or higher, 5#	4.00	2.95	6.95	69.50
29	10	Lettuce, Romaine, Fresh, U.S. No. 1 or higher, 3 heads	3.00	2.95	5.95	59.50
30	10	Lettuce, Romaine, Fresh, U.S. No. 1 or higher, 24 counts per case	21.00	2.95	23.95	239.50
31	50	Lettuce, Romaine, Chopped, Fresh, U.S. No. 1 or higher, 6/2# Bags/Case	18.00	2.95	20.95	1047.50
32	10	Lettuce, Romaine, Chopped, Fresh, U.S. No. 1 or higher, 2# Bag	3.25	2.95	6.20	62.00
33	10	Lettuce Spring Mix, Fresh, gas permeable packaging, sulfite free, code dated, 2/1.5#/Case	8.50	2.95	11.45	114.50
34	25	Lettuce Green Leaf, Fresh, gas permeable packaging, sulfite free, code dated, 4/5# bags/Case	19.00	2.95	21.95	548.75
35	25	Nectarines, fresh, 2 layer, U.S. No. 1 or higher, 88 ct.	18.00	2.95	20.95	523.75
36	25	Onions, Diced, 5# Bag	5.00	2.95	7.95	198.75
37	10	Onions, Yellow, dry, fresh, U.S. No. 1, medium size, 50# Bag	18.00	2.95	20.95	209.50
38	10	Onions, Yellow, dry, fresh, U.S. No. 1, medium size, 5# bag	3.00	2.95	5.95	59.50
39	75	Oranges, fresh, naval or temple Valencia varieties, U.S. No. 1 or higher, 113-138 ct.	20.00	2.95	22.95	1721.25
40	25	Pears, Bartlett, fresh, U.S. No. 1 or higher, 120 ct.	22.00	2.95	24.95	623.75
41	25	Peppers, Green, Diced, U.S. No. 1 or higher, gas permeable packaging, sulfite free, code dated, 5# Bag	7.50	2.95	10.45	261.25
42	10	Peppers, Green Bell, fresh, U.S. No. 1 or Higher, medium size, 5# bag	4.50	2.95	7.45	74.50

pg total: 10,394.00

Forestwood

(A) Item No.	(B) Est. Qty.	(C) Description/Unit	(D) Market Cost	(E) Distrib. Fee	(F) Unit Sell Price (D) + (E)	(G) Extended Price (B) + (F)
43	10	Peppers, Red Bell, fresh, U.S. No. 1 or higher, medium-large size, 5# bag	6.00	2.95	8.95	89.50
44	25	Plums, Red, fresh, U.S. No. 1 or higher, 2" diameter, Volume Fill, app. 100 C/Cs	18.00	2.95	20.95	523.75
45	10	Potatoes, Russet, white, fresh, U.S. No. 1 or higher, 100 count per case	15.50	2.95	18.45	184.50
46	10	Potatoes, Sweet, fresh, cello pack, U.S. No. 1, small, 90 ct.	14.00	2.95	16.95	169.50
47	10	Radishes, Red, fresh, U.S. No. 1, 6 oz. bag	.40	2.95	3.35	33.50
48	10	Spinach, baby, fresh, cello packed, steamed and washed code dated 2. 5# bag	4.00	2.95	6.95	69.50
49	10	Squash, Yellow, U.S. #18	13.00	2.95	15.95	159.50
50	10	Strawberries, fresh, U.S. No. 1, 12 pints/case	16.00	2.95	18.95	189.50
51	25	Tangerines, Florida, fresh, U.S. No. 1 or higher, max 120 count	22.00	2.95	24.95	623.75
52	75	Tomatoes, fresh, U.S. No. 1, Vine ripened, medium to large size, loose pack, 10#case	7.00	2.95	9.95	746.25
53	15	Tomatoes, fresh, U.S. No. 1, vine ripened, medium to large size, 5x6 loose pack, 25#case	16.00	2.95	18.95	284.25
54	15	Tomatoes, Grape, fresh, U.S. No. 1, ripeness stage 5-6, 12 pint/case	14.00	2.95	16.95	254.25
55	25	Watermelon, Seedless, fresh, whole, U.S. No. 1 or higher, Min. 3 per case	9.00	2.95	11.95	298.75
56	25	Eggs, Fresh Extra Large, 15 doz.	13.00	2.95	15.95	398.75
57	25	Cantaloupe/Honeydew Mix, US No. 1, individually packaged, 100/2oz. package/case	23.00	2.95	25.95	648.75
58	25	Pineapple Chunks, US No. 1, individually packaged, 100/2oz. package/case	28.00	2.95	30.95	773.75
59	50	Red Seedless Grapes, US No. 1, individually packaged, 100/2oz. package/case	31.00	2.95	33.95	1697.50
60	50	Orange Slices, US No. 1, individually packaged, 100/2oz. package/case	28.00	2.95	30.95	1547.50

Pg total: 8692.75

Grand Total: \$29,219.25

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

**MILK BID OPENING  
BID NUMBER: 2020-MILK  
July 2, 2020  
Sumter County Material Center  
9:00 a.m.**

*\*\*\* The following chart is for pricing for milk products in ½ pint plastic bottles. \*\*\**

	Description	Usage	Borden Dairy		Prairie Farms Dairy	
			Price Per Unit	Extended Total	Price per Unit	Extended Total
<b>1</b>	Milk, 1%, Unflavored	64,100	\$0.225	\$14, 422.50	\$0.237	\$15,191.70
<b>2</b>	Milk, Fat Free, Chocolate	57, 100	\$0.234	\$13,361.40	\$0.243	\$13,875.30
<b>3</b>	Milk, Fat Free, Unflavored	250	\$0.220	\$55.00	\$0.232	\$58.00
<b>4</b>	Milk, Fat Free, Strawberry Other available flavors at this unit price: Vanilla	8,650	\$0.241	\$2,084.65	\$0.245	\$2,119.25
<b>5</b>	Milk, 100% Lactose Free	150	\$0.69	\$103.50	\$0.68	\$102.00
	<b>Total Bottom Line for Milk Products</b>			<b>\$30, 027.05</b>		<b>\$31,346.25</b>

**LOWEST BIDDER: Borden Dairy**

## **RESOLUTION IN SUPPORT OF FACE COVERINGS**

**WHEREAS**, The World Health Organization has the declared the Novel Corona Virus (COVID-19) a pandemic;

**WHEREAS**, The Center for Disease Control ("CDC") and other federal, state and local public health agencies have advised public and private agencies to continue to take necessary precautions to reduce the possibility of exposure to COVID-19 and slow the spread of the virus, including the recommendation of wearing face coverings or masks in public settings;

**WHEREAS**, Governor Kay Ivey issued the Safer at Home Order on May 22, 2020, to combat the widespread of exposure to the infectious disease that poses significant risk of substantial harm to many people;

**WHEREAS**, Sumter County, Alabama has one of the highest confirmed cases rate for COVID-19; and

**WHEREAS**, the Sumter County Commission, on June 22, 2020, adopted a resolution in support of face coverings for Sumter County, Alabama, and prays for relief from Governor Kay Ivey by mandating face masks or coverings;

**THEREFORE, BE IT RESOLVED**, that the Sumter County Board of Education supports the collaborative effort of the county and local municipalities to combat the spread of COVID-19, and protect the health and safety of the residents of the Sumter County;

**THEREFORE, BE IT RESOLVED**, that the Sumter County Board of Education calls on Governor Kay Ivey to order within this County mandatory face mask or covering use and other recommended containment practices for the Corona Virus, COVID-19; and

**THEREFORE, BE IT FURTHER RESOLVED**, that Tommie Campbell as Board President and Dr. Anthony Gardner, as Superintendent send a certified copy of this Resolution to the Honorable Kay Ivey, Governor of the State of Alabama.

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Tommie Campbell, Board President

ATTEST:

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Dr. Anthony Gardner, Superintendent

**CERTIFICATE**

I, the undersigned, \_\_\_\_\_, Superintendent of The Sumter County Board of Education does hereby certify that the foregoing Resolution was duly adopted at a regular called meeting of the Sumter County Commission on July 15, 2020 with a quorum present after proper notice.

The original of this Resolution is spread at length on the minutes of the Sumter County Board of Education.

CERTIFIED this the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Dr. Anthony Gardner, Superintendent

**RESOLUTION UNIFYING DISTRICTS 1 AND 2**  
**WITHIN THE SUMTER COUNTY BOARD OF EDUCATION**

BE IT RESOLVED by the Sumter County Board of Education, Alabama, in its regular Board meeting held on July 15, 2020, that the following unification of Districts 1 and 2 boundaries is hereby adopted pursuant to the authority invested in the Sumter County Board of Education by Section 16- 13-191 of the Alabama Code (1975) as follows:

1. All of the area lying within Districts 1 and 2 is subject to the jurisdiction and control of the Sumter County Board of Education. The boundaries of Districts 1 and 2 are co-terminus with the corporate limits of Sumter County, Alabama. Districts 1 and 2 are hereby unified to a single unified school district.

2. The boundaries of the unified school tax district shall apply for any and all local school tax proposed to be levied within the jurisdiction of the Sumter County Board of Education, including but not limited to the additional special school District tax sought to be levied for school purposes as provided under Amendment 382 to the Constitution of Alabama, 1901, at a vote to be held on November , 2020, as set forth in the Resolution of the Sumter County Board of Education dated , 2020.

ADOPTED BY MAJORITY VOTE OF THE SUMTER COUNTY BOARD OF  
EDUCATION AT ITS MEETING HELD ON JULY 15, 2020.

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

STATE OF ALABAMA ) COUNTY OF  
SUMTER )

I, \_\_\_\_\_, a Notary Public, in and for said County and said State, hereby certify that **Tommie Campbell**, whose name as President of Sumter County Board of Education, a public school district of Alabama, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said public entity.

Given under my hand and seal this the 15<sup>th</sup> day of July, 2020.

\_\_\_\_\_  
Notary Public, Sumter County, Alabama

SEAL

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA )  
COUNTY OF SUMTER )

I, \_\_\_\_\_, a Notary Public, in and for said County and said State, hereby certify that **Dr. Anthony Gardner**, whose name as Superintendent of Sumter County Board of Education, a public school district of Alabama, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said public entity.

Given under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public, Sumter County, Alabama

SEAL

My Commission Expires: \_\_\_\_\_



ALABAMA  
ASSOCIATION OF  
SCHOOL BOARDS

43 SOUTH JACKSON STREET | MONTGOMERY, AL 36104 | 334/277-9700 | 800/562-0601

## MEMORANDUM

TO: SUPERINTENDENTS

FROM: SALLY SMITH, J.D.  
EXECUTIVE DIRECTOR

DATE: JULY 2, 2020

SUBJECT: MEDICAID ADMINISTRATIVE CLAIM (MAC) PROGRAM CONTRACTS

AASB is pleased to announce we have negotiated a new contract with Fairbanks LLC to administer the MAC and Direct Services Cost Report for six more years! These programs have been extremely successful, netting school boards more than \$442.2 million since 2001 through our strong statewide consortium and outstanding support from Alabama Medicaid.

Your current contract (Participation District Agreement) for MAC and Direct Services Cost Report expires September 30, 2020. For your system to continue to receive its quarterly reimbursements, please sign and return the PDA as soon as possible and no later than September 25.

AASB General Counsel Jayne Williams has reviewed the contract requirements for AASB. If you or your board attorney have questions about the contract, please call Jayne at 334/277-1570. If you have any questions or would like to more information on these programs, please feel call Lisa Carnes at Fairbanks at 888/321-1225 or me at 334/277-9700.

This program is so successful because every school system is involved. I hope we can count on your continued participation.

SS/tw

Enclosure

c: Board Presidents, CSFOs, Board Secretaries (memo only)

## PARTICIPANT DISTRICT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the first day of October, 2020 by and between the Tallassee City Board of Education ("Tallassee") and Sumter County ("Participant District").

### RECITALS

WHEREAS, Fairbanks LLC, a limited liability company (referred to herein as "Fairbanks") and Tallassee have entered into a Consulting Agreement dated October, 1, 2020, ("Consulting Agreement") pursuant to which, among other things, Fairbanks has agreed to perform services for Tallassee for itself and other participant districts with regards to the development, documentation and preparation of claims pursuant to the Medicaid Administrative Claim Program ("MAC Program") (as described in Exhibit A-1 of the Consulting Agreement) and preparation and submission of claims pursuant to the Medicaid Direct Services Cost Report Program ("Direct Services Cost Report Program") (as described in Exhibit A-2 of the Consulting Agreement) under Title XIX and Title XXI of the Social Security Act (the Federal Medicaid Program and the State Child Health Insurance Program, respectively); and

WHEREAS, Participant District desires that Tallassee and its agents, including Alabama Association of School Boards ("AASB"), administer and process Participant District's MAC Program claims, and to process Participant District's Direct Services Cost Report Program claims; and

WHEREAS, Participant District has agreed to the payments described in Exhibit A attached hereto; and

WHEREAS, Participant District acknowledges that it has received a copy of the Consulting Agreement ("Attachment A") and that it has read and is familiar with the terms and conditions of the Consulting Agreement; and

WHEREAS, Participant District recognizes that Tallassee has entered or will enter into similar agreements with other school districts, and that it is Tallassee's intent to administer all such agreements jointly and to process reimbursement claims that will seek reimbursement on behalf of all such school districts on a joint basis;

NOW, in consideration of the foregoing, the mutual undertakings and benefits to accrue to Tallassee; Participant District, and to the public, Tallassee and Participant District agree as follows:

ARTICLE I  
INCORPORATION OF CONSULTING AGREEMENT

The parties acknowledge the existence of the Consulting Agreement between Tallassee and Fairbanks and agree that the terms and conditions of this Participant District Agreement shall be supplemented by and incorporate the terms and conditions of the Consulting Agreement, including, without limitation, defined terms used therein, any amendments thereto that may be made hereafter by Tallassee. It is expressly agreed that should any of the terms and conditions or other provisions of this Agreement conflict with the terms and conditions of the Consulting Agreement, or otherwise impair the performance of the Consulting Agreement, that such terms and conditions of this Agreement shall be inoperative and the terms and conditions of the Consulting Agreement shall take precedence. Notwithstanding the incorporation by reference of the Consulting Agreement, Participant District acknowledges that it is not a party to the Consulting Agreement and is not otherwise entitled to assert claims thereunder, and hereby waives any rights or claims under the Consulting Agreement it might otherwise be entitled to assert.

ARTICLE II  
SCOPE OF SERVICES, PERSONNEL, AND ADMINISTRATION

Tallassee and its agents, which include Fairbanks and the AASB, shall provide Participant District the services described in the Consulting Agreement regarding the MAC Program claims and services related to the preparation and submission of Direct Services Cost Report Program claims described in the Consulting Agreement, under Title XIX and Title XXI of the Social Security Act (the Federal Medicaid Program and the State Child Health Insurance Program, respectively).

ARTICLE III  
COMPENSATION

As compensation to Tallassee and/or its designee for the Services provided under this Agreement, the Participant District shall compensate Tallassee and/or its designees in accordance with Exhibit A hereto.

ARTICLE IV  
DISTRIBUTION OF REVENUES

- 4.1 Sums due to the Participant District under this Agreement shall be remitted to Participant District by Tallassee within forty (40) business days of Tallassee's receipt of such funds. Notwithstanding anything to the contrary in this Agreement or any otherwise available right or remedy at law or equity, Participant District's only remedy for any failure by Tallassee to distribute the funds within the required 40 business days shall be the receipt of the funds due

under this Agreement plus any interest that actually accrued on the funds held by Tallassee after the 40<sup>th</sup> business day and until the time that Tallassee distributes the funds.

- 4.2 Tallassee may, with the consent of the AASB, require a reserve for each Participant District in the amount of ten percent (10%) of the product of Participant District's claims for the immediately preceding calendar year. If at any time the amount held by Tallassee in reserve for the Participant District is less than such amount, Tallassee may, at its sole option, deduct from Participant District's quarterly claims payments until the required amounts are held in reserve. Deduction from future claims payments shall be the only method of funding the reserve account. All amounts deducted for the reserve account (the "Reserve Account Portion") will be held in the Program Reserve Account described below. Participant District shall not be entitled to receive and shall not receive any interest earned on any of the funds while the funds are in the rightful possession of Tallassee and/or its agents pursuant to this program.

The Program Reserve Account will be established by Tallassee at a bank where Tallassee is permitted to hold deposits. Tallassee will deposit all Reserve Account Portions from all participant districts into the Program Reserve Account. Tallassee will be entitled to retain any interest earnings from the Program Reserve Account on behalf of Participant District. The Participant District's Reserve Account Portions may be used by Tallassee to pay obligations owed by Participant District to Tallassee under Article XIV of this Agreement. Upon termination of this Agreement, if no similar successor agreement is signed by Participant District, Participant District shall be entitled to receive all funds held in reserve by Tallassee for Participant District.

- 4.3 Fairbanks will provide Tallassee with a breakdown of the Revenue amounts generated by each of the Participant Districts under this Agreement and all other similar agreements between Tallassee and other school districts. The funds will be distributed after deducting the fees described in Exhibit A-3 to the Consulting Agreement. The distribution shall not include any interest Tallassee may have earned on the funds while the funds are in the rightful possession of Tallassee and/or its agents pursuant to this Agreement.

#### ARTICLE V EFFECTIVE DATE, TERM AND TERMINATION

- 5.1 This Agreement shall commence on the date set forth above and, unless sooner terminated in accordance with the provisions hereof, shall terminate on September

30, 2023.

- 5.2 If Tallassee exercises its option under the Consulting Agreement to renew the Consulting Agreement for a period of three (3) additional years commencing October 1, 2023, and ending September 30, '2026, then this Agreement will automatically extend for three (3) additional years. All terms, conditions, covenants, duties and obligations under this Agreement shall remain in full force and effect if Tallassee exercises its option to renew. The authority to exercise this option is solely vested in Tallassee.
- 5.3 This Agreement shall terminate upon the date set forth in any notice of termination received by Tallassee from Fairbanks or any notice of termination received by Fairbanks from Tallassee. Whether any such termination of the Consulting Agreement by Tallassee or by Fairbanks is in accordance with the Consulting Agreement shall be of no consequence, and it is expressly agreed that the duty of Tallassee to provide services under this Agreement to Participant District shall exist only for so long as the Consulting Agreement remains in full force and effect, and Fairbanks provides Services to Tallassee under the Consulting Agreement.
- 5.4 If Tallassee receives a termination notice from Fairbanks, or sends a termination to Fairbanks, Tallassee shall, within ten (10) business days, give Participant District notice of the receipt or sending of such termination notice.
- 5.5 It is acknowledged and agreed that Fairbanks will incur expenses in reliance upon Participant District's execution of this Agreement, participation with other school districts in a program to have MAC Program claims and Direct Services Cost Report Program claims processed, and accordingly, that Fairbanks and the AASB are intended third party beneficiaries of this Article V and shall be entitled to enforce the terms of this Section if the Participant District terminates in violation of the terms hereof.

#### ARTICLE VI CONFIDENTIAL OR PROPRIETARY INFORMATION

- 6.1 Fairbanks has created, acquired or otherwise has rights in, and may, in connection with the performance of Services under the Consulting Agreement, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques including, without limitation, time study, financial reporting, billing and reimbursement systems (collectively the "Fairbanks Technology").
- 6.2 Participant District acknowledges and agrees to the Fairbanks Website Terms of Use which is included as Exhibit B-1 of the Consulting Agreement and

incorporated herein and made a part of this Agreement.

- 6.3 During the course of performing the Services under this Agreement, Fairbanks will prepare and deliver to the Participant District certain customized materials, including, without limitation, procedures, manuals, training manuals and computer input tools, in each case for the recording, documentation and processing of Medicaid reimbursement claims for either the MAC Program or the Direct Services Cost Report Program. Fairbanks hereby grants to the Participant District's non-exclusive royalty-free and non-transferable license to such materials, including the use of Fairbanks Technology, for the Participant District's internal business purposes. This license is in effect only for the term of the Agreement.
- 6.4 To the extent that Fairbanks utilizes any of its property (including, without limitation, the Fairbanks Technology or any hardware or, software of Fairbanks or its affiliates) in connection with the performance of the Services hereunder, Fairbanks shall retain all right, title and interest to such property. Participant District shall acquire no right or interest in such property. Notwithstanding anything in this Agreement to the contrary, Participant District acknowledges and agrees that (a) Fairbanks or its affiliates or subcontractors will own all right, title, and interest, including, without limitation, all rights under all copyright, patent and other intellectual property laws, in and to the Fairbanks Technology and all modifications, enhancements, corrections, and derivative works, and (b) Fairbanks may employ, modify, disclose, and otherwise exploit the Fairbanks Technology (including, without limitation, providing services or creating programming or materials for other clients).
- 6.5 It is acknowledged and agreed that Fairbanks is an intended third-party beneficiary of this Article VI and shall be entitled to enforce the terms of this Article.

#### ARTICLE VII EXCLUSIVE RELATIONSHIP

- 7.1 During the term of this Agreement, Participant District shall receive processing of the reimbursement of its MAC Program claims and its Direct Services Cost Report Program claims pursuant to its contractual relationship with Tallassee as set forth in this Agreement.
- 7.2 Participant District agrees that it shall not participate in any other program or otherwise contract with any other entity to obtain processing of or reimbursement of MAC Program claims and Direct Services Cost Report Program claims during the term of this Agreement.

ARTICLE VIII  
BINDING NATURE AND ASSIGNMENT

This Agreement shall be binding upon the parties and their respective successors and assigns; provided, however, that neither party may assign this Agreement without the prior written consent of the other; provided, further, however, that the foregoing shall not prevent an assignment of this Agreement (and the rights and obligations thereunder) by either party to the successor to such party.

ARTICLE IX  
NOTICES

Except as otherwise specified herein, all notices, consents, approvals, requests, and other communications required or permitted under this Agreement shall be given in writing and mailed by registered or certified United States mail, return receipt requested, postage prepaid and addressed to the addressee at its address set forth below:

If to Tallassee Board of Education:

Tallassee Board of Education  
308 King Street  
Tallassee, Alabama 36078  
Attention: Wade Shipman

If to Participant District:

Sumter County  
P O BOX 10  
LIVINGSTON, AL 35470  
Attn: DR ANTHONY GARDNER

ARTICLE X  
DEFAULT

If Participant District fails to perform or abide by any of the terms and conditions of this Agreement, or if Participant District's acts or omissions are unlawful, materially contribute to a violation of the terms and conditions of the Consulting Agreement, or are asserted by Fairbanks as a material violation of the Consulting Agreement, then Tallassee, at its sole option, may terminate this Agreement. Tallassee shall permit Participant District a reasonable time (which shall not be less than thirty (30) days) to correct any such default, if such default is capable of correction and does not involve any unlawful act or omission. Upon termination by reasons of Participant District's default, Participant District shall be entitled to any unpaid revenue due it in accordance

with the provisions of this Agreement, less any damages caused by Participant District's default.

#### ARTICLE XI ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the Services as defined in the Consulting Agreement and supersedes all other oral or written representations, understandings, or agreements relating to the MAC Program and the Direct Services Cost Report Program and their administration.

#### ARTICLE XII SEVERABILITY

In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of the Agreement shall not be impaired, and the invalid, illegal, or unenforceable provision shall be replaced by a mutually acceptable provision, which being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.

#### ARTICLE XIII GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the Laws of the State of Alabama, without regard to its choice of law rules.

#### ARTICLE XIV REIMBURSEMENT TO TALLASSEE UNDER CERTAIN CIRCUMSTANCES

- 14.1 If Tallassee, Participant District, or Fairbanks determines that Participant District has received revenue not properly owed to it under this Agreement, or if any federal and/or state agency makes demand upon Tallassee for the repayment or return of revenues received by Tallassee for the benefit of the Participant District, or if any such revenues are recouped, setoff, paid or otherwise debited to Tallassee, Participant District shall, within ten (10) business days of written notice from Tallassee, remit to Tallassee an amount equal to any such revenues transferred from, paid by, or debited to Tallassee as a result of the demand or other actions of the federal and/or state agency, it being acknowledged and agreed that Participant District shall suffer the consequences of any such reimbursement to the same extent that it participated in the receipt of the revenues reimbursed. Participant District agrees that Tallassee shall have the right to set-off from (i) any distributions owed by Tallassee to Participant District under this Agreement, or (ii) any amounts owed by Tallassee to Participant District under any other

agreement, any amounts due to be reimbursed to Tallassee under this provision but not yet paid at the time of the setoff.

- 14.2 This Article XIV in no way limits the right of Tallassee to bring any action to seek reimbursement of any fine, penalty, or other assessment levied against Tallassee where Tallassee determines that the fine, penalty or assessment related to an act or omission of the Participant District.

#### ARTICLE XV DELEGATION OF ADMINISTRATIVE DUTIES TO THE ALABAMA ASSOCIATION OF SCHOOL BOARDS

It is further understood and agreed by the parties that Tallassee has also contracted with the AASB (i) for AASB to perform some of its administrative duties arising under this Agreement and under the Consulting Agreement that it may delegate, (ii) for Tallassee to pay AASB as compensation therefore a portion of the fees retained by Tallassee for Services performed on behalf of the Participant District.

#### ARTICLE XVI LIMITATION ON DAMAGES

Participant District agrees that Tallassee shall not be liable for any claim or demand of any nature against its board members, officers, directors, administrators, employees, agents or representatives for any amounts representing lost profits, loss of business or special, indirect, incidental, consequential or punitive damages. The liability of Tallassee and its agents and employees for any reason arising under or relating to this Agreement, regardless of the form of the cause of action, whether in contract, statute or tort (including negligence) or otherwise shall not exceed the amounts due and payable by the Participant District under Section 4.1 of this Agreement.

#### ARTICLE XVII CAPACITY

Participant District hereby warrants that it has no legal or other obligations that would prohibit it from entering into this Agreement.

#### ARTICLE XVII COUNTERPARTS

This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original, and both, when taken together, shall constitute one and the same instrument. For the purposes of this Agreement, transmitted copies (reproduced documents that are transmitted via photocopy, facsimile or process that accurately transmits the original) are considered documents equivalent to original

documents.

ARTICLE XVIII  
FORCE MAJEURE

Neither Party shall be liable for any delays or other non-performance resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts or omissions of the other Party or third parties, fire or other casualty, act of God, epidemic/pandemic, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and executed as of the date first set above.

TALLASSEE CITY BOARD OF EDUCATION

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

PARTICIPANT DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A

MAC & DIRECT SERVICES COST REPORT PROGRAM  
COMPENSATION

1. Payment for Services. Participant District will pay:
  - a. For the MAC Program: A total "MAC Services" fee equal to \$870 for each MAC claim submitted will be paid according to the following distribution:
    - i. Fairbanks will receive a fee equal to \$725 for Services for each MAC claim submitted (the "Fairbanks MAC Services Fee").
    - ii. AASB will receive a fee equal to \$72 (the "AASB MAC Services Fee") and
    - iii. Tallassee will receive a fee equal to \$72 (the "Tallassee MAC Services Fee").
  - b) For the Direct Services Cost Report Program: 11½% of the Revenue to Fairbanks under this Agreement (the "Fairbanks Direct Services Performance Fee") and 1½% of the Revenue to the AASB under the Delegation Agreement (the "AASB Direct Services Performance Fee").
  - c) Tallassee will obtain all of the Revenue, defined below, on behalf of Participant District, Tallassee, AASB and Fairbank and will see all distributions required by this Section 1. AASB shall be responsible for the cost of providing an audit on behalf of Tallassee. Tallassee shall retain the cost of said audit from AASB's distribution.
  - d) As Authorized by OMB Circular No. 87, Attachment B, "Selected Items of Costs", the total MAC Services Fee will be submitted to the State Medicaid agency and claimed as professional fees for reimbursement at a 50% FFP rate. The 50% reimbursement of the total MAC Services Fee will be passed on to the Participant Districts.
  - e) The fixed fee incorporated into the Participant District Agreements ("PDA") shall be rebased on an annual basis and the revised and rebased fee shall become effective on the renewal date of any existing PDA or upon the effective date of any PDA newly entered into by a school district that was not subject to a PDA in the preceding year. The determination of the rebased fee and its incorporation into any PDA shall have the same effect as any other revisions or amendments to the Consulting Agreement.
2. **Revenue.** As used in this Exhibit A, the term "Revenue" means:

(a) All cash, reimbursements, or funds received by Tallassee and/or the State of Alabama on account of MAC and Direct Service/Cost Report claims submitted by Fairbanks, and including, but not limited to, claims pending prior to expiration or termination of this Agreement but paid or allowed thereafter, or as a result of the use by Participant District or Tallassee of the Fairbanks Technology, or of the Participant District's participation in each of the MAC and Direct Services Cost Report Programs.

(b) Any credits or accounting recognition received by the Tallassee and/or the State of Alabama on account of claims submitted by Fairbanks, including, but not limited to, claims pending prior to the expiration or termination of this Agreement, but paid or allowed thereafter; or as a direct result of the use by the Participating District or Tallassee of the Fairbanks Technology, or of the Participating District's participation in either the MAC or Direct Services Cost Report Programs, which credits are used by Tallassee as an offset to any pending or newly identified individual or third-party (federal, state, or insurance) claims, including, without limitation, audit adjustments, that exist or are brought against the State of Alabama and/or Tallassee related to Medicaid occurring during the term of this Agreement or of the Tallassee's participation in either or both of the MAC or Direct Services Cost Report Programs.

(c) For purposes of determining compensation to Fairbanks, the term "Revenue" is further defined as the gross Federal share of Medicaid reimbursements received by the State of Alabama from CMS for claims submitted by Fairbanks on behalf of Tallassee.

3. **Return of Fee Under Certain Circumstances:** If there are adjustments or reductions in Revenue previously paid, required by the State of Alabama, the Service Fees of Fairbanks, AASB and Tallassee, as described in Section 1 of this Exhibit A-3 will be revised proportionally with respect to such adjustments or reductions, provided however that the amount of the Fairbanks adjustment will not exceed the amount of the Fairbanks Service Fees received by Fairbanks for the period subject to adjustment or reduction.

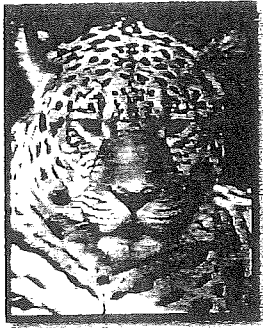
4. **Right of Audit.** The financial record maintained by Tallassee shall be available for inspection or audit by Fairbanks at any reasonable time during the Term of this Agreement and for a period of five (5) years following the expiration or termination of this Agreement for any reason.

5. **Indemnification of Tallassee Under Certain Circumstances:** If any federal and/or state agency makes demand on Tallassee for the repayment or return of Revenues received by Tallassee for the benefit of Participant District, or if any such Revenues are recouped, setoff, paid by, or otherwise debited to Tallassee, Participant District shall indemnify and hold Tallassee and its agents, which include Fairbanks and the Alabama

Association of School Boards ("AASB") harmless for any such Revenues transferred from or debited to Tallassee as a result of the demand or other actions of the federal and/or state agency.

ATTACHMENT A  
CONSULTING SERVICES AGREEMENT

Available upon request.



# SUMTER CENTRAL HIGH SCHOOL JAGUARS

MR. BRUNO A. SIMMONS, PRINCIPAL  
[BSIMMONS@SUMTER.K12.AL.US](mailto:BSIMMONS@SUMTER.K12.AL.US)

DR. TAJII NORD, ASSISTANT PRINCIPAL  
[TNORD@SUMTER.K12.AL.US](mailto:TNORD@SUMTER.K12.AL.US)



Date: June 11, 2020

To: SCBOE

From: Bruno A. Simmons, Principal

To Whom It May Concern:

Sumter Central High School will offer Virtual Summer School beginning June 8, 2020 through July 16, 2020. Summer School will be held Monday-Thursday, and the scheduled hours will be from 8:00 am - 12 noon. The rate of pay is \$25.00/hr. for teachers and \$35.00/hr. for Lead Teacher. The following teachers will be employed in the program:

Rachael Harris  
Michelle Merriweather  
Barbara Ngbwa Ntse  
Arnita Robinson  
Joeva Thomas  
Simuel Toole  
Dr. Kimberly Wilson  
Felicia Yates  
**Lead Teacher:** Dr. Tajii Nord

If you have any questions please feel free to contact Dr. Tajii Nord or Bruno Simmons.



## Sumter County Board of Education

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

To: Sumter County Board of Education Board Members

From: Anthony L Gardner, Ed. D., Superintendent

Date: 7/11/2020

Re: Administrative/Instructional Stipend

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### Board Members:

Due to the circumstances at Kinterbish Junior High School, I would like to recommend that the Board of Education offer a stipend to administrators who performed additional duties. I'm recommending a stipend of \$1000.00 for the following administrators listed below.

- Elijah Bell
- Mary Whitehead
- Melissa Woods

Also, I'm asking for it to be effect immediately.



## Sumter County Board of Education

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

To: Sumter County Board of Education Board Members

From: Anthony L. Gardner, Ed. D., Superintendent

Date: 7/11/2020

Re: Roadmap to Reopening School Task Force

---

### Board Members:

I would like to pay the Roadmap to Reopening School Task Force \$25.00 per hour for their collaborative effort regarding safely reopening schools for the 2020-2021 school year.

- LaWanda Bell-McVay
- Andrea Simmons
- Angela Nicholson
- Carolyn Mitchell-Gosa
- Lawanda Thomas
- Tonya Hutchins
- Yolanda Randolph

Also, I'm asking for it to be effect immediately.